City of Lubbock, Texas
Regular City Council Meeting
Tuesday, September 22, 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
Latrelle 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.

1:30 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 Item 2.2, on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 1:30 p.m.**

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

2. 1. Frenship Independent School District Presentation on Bond Proposal

2. 2. Presentation: Update and Recommendations from the Capital Improvements Advisory Committee (CIAC)

2. 3. Staff Recognition: Lubbock Power & Light Line Crew - Hurricane Laura

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. 2020 IRONMAN 70.3 Lubbock Triathlon

3. 1. 2. 5,562 acres, more or less, plus improvements in Lubbock County, Texas, commonly known as Lubbock Land Application Site

3. 1. 3. Chapter 395, Texas Local Government Code

3. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.

3. 2. 1. 5,562 acres, more or less, plus improvements in Lubbock County, Texas, commonly known as Lubbock Land Application Site

3. 2. 2. Health Department

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

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. **Board Recognitions:**

Bell Farms Public Improvement District (PID) Advisory Board
Darby Brown
Mitch James
Matt Lemaire

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. August 25, 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-O0125, Amendment 33, amending the FY 2019-20 Budget for municipal purposes respecting the Lake Alan Henry Fund and Grant Fund to accept and appropriate funding from the Federal Transit Administration (FTA) for the Section 5339 and Section 5304 Grants; providing for filing; and providing for a savings clause.

7. 1. 1. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor, or his designee, to execute a FY 2017 and 2018 Federal Transit Administration Section 5339(a) Grant (Project ID TX-2020-160-00), to be used for the purchase of eight Americans with Disabilities Act (ADA) paratransit replacement buses for Citibus.

7. 1. 2. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor or his designee, to execute a FY 2021 Section 5304 Planning Grant, TxDOT PLN 2102 (05) 112_19, Project ID 51008020521, with the Texas Department of Transportation (TxDOT), for a feasibility study for Citibus.

7. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 1, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the U.S. Department of Justice; providing for filing; and providing for a savings clause.

7. 2. 1. **Resolution - Police:** Consider a resolution authorizing the Chief of Police to execute an agreement accepting the FY2020 Office of Community Oriented Policing Services Law Enforcement Mental Health and Wellness Act Program Grant, from the Department of Justice, for mental health and wellness services for law enforcement.

7. 3. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing a portion of a water and sewer line easement located in Block 1, Lubbock Christian College Addition, Lubbock County, Texas, 5501 22nd Street.

7. 4. **Resolution - Engineering:** Consider a resolution authorizing the Mayor to execute an Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) to widen the 114th Street corridor from Quaker Avenue to Indiana Avenue in Lubbock, Texas.

7. 5. **Resolution - Engineering:** Consider a resolution approving the inclusion of medians and islands in the Lubbock Business Park, in accordance with the City of Lubbock Code of Ordinances, Section 38.05.001(17).

7. 6. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute the Second Amendment to the Raw Water Lease between the City of Lubbock and the Lake Alan Henry Water District.

7. 7. **Resolution - Business Development:** Consider a resolution authorizing the City Council to approve an East-Side Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to the East Lubbock Art House, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

7. 8. **Resolution - Business Development:** Consider a resolution authorizing the City Council to approve a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Teinert Construction, Inc., pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

7. 9. **Resolution - Business Development:** Consider a resolution authorizing the City Council to approve a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Teinert Construction, Inc., pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

7. 10. **Resolution - Business Development:** Consider a resolution authorizing the City Council to approve a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Infection Controls, Inc. DBA Germblast, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

7. 11. **Resolution - Business Development:** Consider a resolution authorizing the City Council to approve a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Stonesoup Properties, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

7. 12. **Resolution - Business Development:** Consider a resolution authorizing the City Council to approve a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to West Family Hospitality Group, LLC, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

7. 13. **Resolution - Business Development:** Consider a resolution authorizing the City Council to approve a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to West Family Hospitality Group, LLC, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

7. 14. **Resolution - Business Development:** Consider a resolution authorizing the City Council to approve a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to 806 Development LC, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

7. 15. **Resolution - Health Benefits:** Consider a resolution authorizing the City Manager to purchase individual stop loss (ISL) insurance coverage from Blue Cross Blue Shield of Texas (BCBSTX), for the City's health benefits program, in an amount not to exceed $13.93 per member, per month (pmpm).

7. 16. **Resolution - Health Benefits:** Consider a resolution authorizing the City Manager to execute changes to the Master Welfare Benefit Plan and Benefit Plan Document, regarding the waiting period for benefit eligibility, available condition-coaching services for diabetes management, and certain bariatric-related benefits.

7. 17. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Amendment 1 to the Community Development HOME Investment Partnership Program (HOME) Funding Agreement, Contract 14788 and all related documents, between the City of Lubbock and the Community Housing Resource Board (CHRB), for acquisition and rehabilitation of existing houses to provide affordable rental housing.

7. 18. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Amendment 1 to the Community Development HOME Investment Partnership Program (HOME) Funding Agreement, Contract 14787 and all related documents, between the City of Lubbock and the City of Lubbock Housing Initiative (CLHI), for acquisition and rehabilitation of existing public housing to be converted to Section 8 affordable rentals.

7. 19. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor to execute a Consultant Contract for Transit Services between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO), to provide transit services related to LMPO's Unified Planning Work Program for FY 2020-21.

7. 20. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute a Senior Center Operations Contract and all related documents, with the South Plains Association of Governments (SPAG), for funds passed through the Texas Health and Human Services (HHS), to pay for operation of senior citizen program sites.

7. 21. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute an e-grant agreement with the Texas Department of Transportation for the Texas Traffic Safety Program "Providing Education Today for a Safer Tomorrow" Grant for bicycle, car, pedestrian and other safety related programs at Safety City.

7. 22. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute a License Agreement between the City of Lubbock, through its Parks and Recreation Department, and Nancy Lieberman Charities, for the right to place a Dream Court in Duran Park located at 26th Street and Kewanee Avenue.

7. 23. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 330011398, with Dell Marketing LP, for the renewal of the Palo Alto Threat Prevention Subscription.

7. 24. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001402, with SHI Government Solutions, for the renewal of the Retain Server and GWAVA Licenses and Business Support.

7. 25. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order 33001397, with Microsoft Corporation, for the Enterprise Support Services Agreement to maintain Microsoft products and applications.

7. 26. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Service Agreement 15323, with Seay Collision, Inc., dba Maaco Collision Repair & Auto Painting, for body shop repair for light and medium size vehicles.

7. 27. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31054563, with Lubbock Truck Sales Inc., for the purchase of a Tandem Axle Truck Chassis with Roll off Container, for the Solid Waste Department.

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

7. 29. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute FY 2021 Task Force and Asset Forfeiture Sharing agreements, with the United States Department of Justice Drug Enforcement Administration, for participation in the Lubbock High Intensity Drug Trafficking Area Task Force.

7. 30. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute FY 2021 Task Force and Asset Forfeiture Sharing agreements, with the United States Department of Justice Drug Enforcement Administration (DEA), for participation in the DEA SURGE Program.

7. 31. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute FY 2021 Task Force and Asset Forfeiture Sharing agreements, with the United States Department of Justice Drug Enforcement Administration, for participation in the 2021-Task Force Group (Lubbock) Program.

8. **Regular Agenda**

8. 1. **Public Hearing - Planning:** Consider a request for Zone Case 0777-A, a request of Hugo Reed and Associates, Inc. for Prudential Enterprises, LLC, for a zone change to Two-Family District (R-2) from Heavy Manufacturing District (M-2) at 4105 East 61st Street, located north of East 61st Street and west of Peach Avenue, Yellow House Canyon Addition, Lot 289, and consider an ordinance.

8. 2. **Public Hearing - Planning:** Consider a request for Zone Case 1259-A, a request of Delta Land Surveying for Keosha Jenkins, for a zone change to Two-Family Residential District (R-2), from Commercial District (C-4), at 1904, 1910, and 1912 Idalou Road, located on the south side of Idalou Road between Teak Avenue and Spruce Avenue, Morrow Resub Addition, Block 32, Lots 15, 16, and 19, and consider an ordinance.

8. 3. **Public Hearing - Planning:** Consider a request for Zone Case 3054-D, a request of Hugo Reed and Associates, Inc. for James Morgan, Ltd, for a zone change to Light Manufacturing District (M-1), from Interstate Highway Commercial District (IHC), at 12301 and 12305 Indiana Avenue, located on the east side of Indiana Avenue south of 122nd Street, Huntington Business Park Addition, the east 150 feet of Lot 6, and the east 150 feet of Lot 7, and consider an ordinance.

8. 4. **Public Hearing - Planning:** Consider a request for Zone Case 3298-B, a request of Hugo Reed and Associates, Inc. for Ford Development, for a zone change to Two Family District (R-2) from Single Family Specific Use District (R-1 SU) at 13914 Indiana Avenue, located north of 146th Street and east of Memphis Avenue on 1.1 acres of unplatted land out of Block AK Section 4, and consider an ordinance.

8. 5. **Public Hearing - Planning:** Consider a request for Zone Case 3308-B, a request of AMD Engineering, LLC for Wooded Forest, LLC, for a zone change to Single Family District (R-1) and Two Family District (R-2) from Single Family Specific Use District (R-1 SU), Two Family Specific Use District (R-2 SU) and Industrial Park District, located north of 26th Street and east of Upland Avenue, on 23.48 acres of unplatted land out of Block AK, Section 43, and consider an ordinance.

8. 6. **Public Hearing - Planning:** Consider a request for Zone Case 3418, a request of AMD Engineering, LLC for Lincoln Frankford Group, LLC, for a zone change to Two-Family District (R-2) from Single-Family District (R-1), generally located south of Lehigh Street and west of Chicago Avenue, on 19.84 acres of unplatted land out of Block JS, Section 6, and consider an ordinance.

8. 7. **Resolution - Finance:** Consider a resolution expressing intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in the FY 2020-21 Budget and Capital Program, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

8. 8. **Resolution - Finance:** Consider a resolution authorizing publication and posting of notices of intention to issue City of Lubbock, Texas Water and Wastewater System Revenue Bonds and Combination Tax and Revenue Certificates of Obligation.

8. 9. **Resolution - Finance:** Consider a resolution authorizing publication of notice of intention to issue City of Lubbock, Texas Water and Wastewater System Revenue Bonds.

8. 10. **Ordinance 1st Reading - City Secretary:** Consider an ordinance amending Chapter 8, Article 8.04 of the Code of Ordinances of the City of Lubbock, Texas with regard to coin-operated machines; providing a penalty; providing a savings clause; and providing for publication.

8. 11. **Resolution - City Manager:** Consider an resolution to cast votes for Places 1-4 of the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees.

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

Meeting Date: 09/22/2020

Submitted By: Courtney Paz, City Secretary

Information

Summary

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

Attachments

No file(s) attached.

Regular City Council Meeting **4. 3.**

Meeting Date: 09/22/2020

Submitted By: Courtney Paz, City Secretary

Information

Summary

Board Recognitions:

Bell Farms Public Improvement District (PID) Advisory Board
Darby Brown
Mitch James
Matt Lemaire

Attachments

No file(s) attached.

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

Meeting Date: 09/22/2020

Information

Agenda Item

August 25, 2020 Regular City Council Meeting

Attachments

8.25.2020

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
August 25, 2020
1:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 25th of August, 2020, in City Council Chambers, Citizens Tower, 1314 Avenue K, Lubbock, Texas at 1:00 p.m.

1:11 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 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: Council Member Juan A. Chadis

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

- *Citizen Comments 1; 2.1-2.2; Executive Session; 4.1-4.4; Citizen Comments 5; 6.1; 7.1-7.16; 7.18-7.21; 8.1-8.5; 8.7-8.8; 8.6; and 8.9-8.19.*
- *Item 2.3 was not addressed.*
- *Item 7.17 was deleted..*
- *No action was taken on item 8.1.*
- *Item 8.2 was postponed to September 22, 2020.*
- *Item 8.6 was not approved.*
- *Item 8.17 was amended.*

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, and 2.3, on the Work Session Agenda, shall complete the sign-up form provided at the meeting, no later than 1:00 p.m.

No one appeared to speak.

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

2. 1. 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.

Jarrett Atkinson, city manager, gave a presentation on the Proposed FY 2020-21 Operating Budget and Capital Program. Discussion included, but was not limited to, FY21 Executive Overview (Property Taxes, Rate Changes, Street Maintenance Program, Capital Program - Vehicles and Equipment), Current Key Points and Future Challenges, Funding Sources, Expenses, Property Tax Rate Comparison, Ad Valorem Taxes, Debt Profile, General Fund Capital Program, Capital Improvement Program, and Potential Changes to Proposed Budget.

Wood Franklin, division director for public works, gave comments and answered questions from City Council.

Mr. Atkinson announced that the public hearings and first vote for the budget and tax rate ordinances will be held at a Special City Council Meeting on September 2, 2020. The second vote on the budget and tax rate ordinances will be held at the Regular City Council Meeting on September 8, 2020.

2. 2. 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

Jesica McEachern, assistant city manager, gave a presentation on Emergency Management, Testing Sites, City Operational Updates (Libraries, Cultural Arts, Civic Center, Parks and Recreation, Public Health), Coronavirus Relief Fund (CRF), and CARES Act - Airport Grant Funding, as they relate to the current Coronavirus (COVID-19) pandemic, and answered questions from City Council. Jarrett Atkinson, city manager; and Bill Howerton, deputy city manager, gave comments and answered questions from City Council.

2. 3. 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 2:00 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. City Council reconvened in open session at 4:55 p.m., and the meeting was called to order at 5:13 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. West Texas Gas Rate Case

3. 1. 2. Emergency Management

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 Electric Utility Board and Lubbock Central Appraisal District Board of Directors.

3. 3. 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. 3. 1. City Attorney

3. 3. 2. City Manager

3. 3. 3. City Secretary

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

City Council reconvened at 4:55 p.m.

4. Ceremonial Items

4. 1. Invocation

Pastor Carlos Hinojos, Redbud Baptist 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. 3. 1. Presentation of a Special Recognition to Broadway Festivals Inc., in appreciation of their organizing a special 4th on Broadway celebration during the Labor Day holiday

Mayor Daniel M. Pope and Council Member Steve Massengale presented a special recognition to Broadway Festivals Inc., for their belated 4th of July celebration to be held on Sunday, August 30th. Don Caldwell, with Broadway Festivals, thanked the City of Lubbock, community partners, and citizens of Lubbock for their years of continued support. The televised event and variety show will take place on Sunday, August 30, 2020 and will feature performances from Lubbock and West Texas artists. The times and television stations include: 2:00 p.m. on Fox34 and My Lubbock TV; 2:30 p.m. on KLBK; and 3:00 p.m. on KAMC. Berklee Timmons, member of Blackwater Draw, gave thanks to the City of Lubbock. Members of Blackwater Draw performed a song for City Council and those in attendance.

4. 4. **Board Recognitions:** Presented by Council Member Steve Massengale.

Bell Farms Public Improvement District (PID) Advisory Board
Grant Peters
Ronnie Wallace (unable to attend)

Building Board of Appeals
Trey Strong (unable to attend)

Citizens Traffic Commission
Eric Burrell
William Curnow

North Point Public Improvement District (PID) Advisory Board
David Krause

Permit and License Appeal Board
Mark Hallgren (unable to attend)

Call to Order

The meeting was called to order at 5:13 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.**

Sign-ups:

- Mary Crites, Jane Henry, Jason Hodges, Christy Wier, Connie Goodwin, Jim Bertram, Gretchen Scott, and Angelyn Nicholson appeared before City Council to speak in opposition (as written) of Item 8.17 (amending Chapter 40 regarding brick streets and alleys.
- Marc McDougal, Monte McClendon, Nicholas Dragga, Dan Williams, and Robert Taylor appeared before City Council to speak in favor of Item 8.17 (amending Chapter 40 regarding brick streets and alleys).

6. **Minutes**

6. 1. June 24, 2020 Special City Council Meeting - Lubbock Economic Development Alliance
July 28, 2020 Regular City Council Meeting
August 3, 2020 Special City Council Meeting - Budget Work Session
August 4, 2020 Special City Council Meeting - Budget Work Session
August 5, 2020 Special City Council Meeting - Budget Work Session

Motion by Council Member Steve Massengale, seconded by Mayor Pro Tem Jeff Griffith, to approve the June 24, 2020 Special City Council Meeting - Lubbock Economic Development Alliance minutes; the July 28, 2020 Regular City Council Meeting minutes; the August 3, 2020 Special City Council Meeting - Budget Work Session minutes; the August 4, 2020 Special City Council Meeting - Budget Work Session minutes; and the August 5, 2020 Special City Council Meeting - Budget Work Session minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

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 Shelia Patterson Harris, seconded by Mayor Pro Tem Jeff Griffith, to approve items 7.1-7.16; and 7.18-7.21.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

7. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No 2020-O0104, 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; and providing for a savings clause.

7. 1. 1. **Resolution - Public Health Services:** Resolutoin No. 2020-R0272 to ratify the execution, by the Mayor on behalf of the City of Lubbock, of Department of State Health Services (DSHS), Contract No. HHS000812700012, under the COVID-19 Grant Program, to provide funding for COVID-19 activities between the City of Lubbock and the State of Texas, acting by and through DSHS, and related documents.

7. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2020-O0105, 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. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2020-O0109, Amendment 32, amending the FY 2019-20 Budget for municipal purposes respecting the Animal Assistance Fund and Criminal Investigation Fund; providing for filing; and providing for a savings clause.

7. 4. **Resolution - Purchasing and Contract Management:** Resolution No. 2020-R0273 ratifying the acts of the Mayor in executing emergency Purchase Order 10023253, with CAN-AM Wireless, LLC, for a temperature screening system for City facilities.

7. 5. **Ordinance 2nd Reading - Right-of-Way:** Ordinance No. 2020-O0106 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 2nd Reading - Right-of-Way:** Ordinance No. 2020-O0107 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:** Resolution No. 2020-R0274 authorizing the Mayor to execute Professional Services Agreement 15387, with Freese and Nichols, Inc., for the Vintage Township Drainage Improvements Design.

7. 8. **Resolution - Engineering:** Resolution No. 2020-R0275 authorizing the Mayor to execute Professional Services Agreement 15388, with Hugo Reed and Associates, Inc., for the Boston Avenue Drainage Improvements Design.

7. 9. **Resolution - Public Works Water Utilities:** Resolution No. 2020-R0276 authorizing the Mayor to execute Purchase Order 22104956, with Master Meter, Inc., for the purchase of advanced metering infrastructure (AMI) compatible water meters used in new developments and in the replacement of old meters.

7. 10. **Resolution - Public Works Water Utilities:** Resolution No. 2020-R0277 authorizing the Mayor to execute Professional Services Contract 15239, with Signature Automation, LLC, for Supervisory Control and Data Acquisition (SCADA) Integrations and Programming Services.

7. 11. **Resolution - Business Development:** Resolution No. 2020-R0278 approving an East-Side Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Dale Richardson, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

7. 12. **Resolution - Community Development:** Resolution No. 2020-R0279 authorizing the Mayor to execute Community Development Funding Contract 15443 and all related documents, with the Texas Department of Housing and Community Affairs (TDHCA), for the Community Services Block Grant (CSBG) State Discretionary Funds, to assist low-income persons and households affected by COVID-19.

7. 13. **Resolution - Public Transit Services:** Resolution No. 2020-R0280 authorizing the Mayor of the City of Lubbock, or his designee, to execute a Transportation Development Credit Agreement with the Texas Department of Transportation, TxDOT Project # TDC 1801 (05), for state funding credits for Citibus.

7. 14. **Resolution - Public Transit Services:** Resolution No. 2020-R0281 authorizing the Mayor of the City of Lubbock, or his designee, to execute a FY 2020 Federal Transit Administration Section 5307 Grant (Project TX-2020-168-00), to provide operating assistance, preventative maintenance, ADA paratransit, capital and planning assistance for Citibus.

7. 15. **Resolution - Public Transit Services:** Resolution No. 2020-R0282 authorizing the Mayor of the City of Lubbock, or his designee, to execute a FY 2020 Federal Transit Administration Section 5307 Coronavirus Aid, Relief and Economic Security (CARES) Act Grant, Project ID TX-2020-165-00, to provide general operating assistance to Citibus.

7. 16. **Resolution - Public Transit Services:** Resolution No. 2020-R0283 authorizing the Mayor of the City of Lubbock, or his designee, to execute a FY 2021 Section 5307 Grant, TxDOT URB 2102 (05), Project ID 51309020521, with the Texas Department of Transportation (TxDOT), for operating assistance to Citibus.

7. 17. **Resolution - Public Transit Services:** Consider a resolution authorizing the Mayor of the City of Lubbock, or his designee, to execute a FY 2017 and 2018 Federal Transit Administration Section 5339(a) Grant (Project ID TX-2020-160-00), to be used for the purchase of eight ADA paratransit replacement buses for Citibus.

This item was deleted.

7. 18. **Resolution - Municipal Court:** Resolution No. 2020-R0284 authorizing the Mayor to execute a renewal of the Interlocal Agreement for Specialized Treatment and Rehabilitation Program (STAR) between the City of Lubbock, Lubbock County, and the Lubbock Independent School District (LISD) for Fiscal Year 2020-21.

7. 19. **Resolution - Cultural Arts:** Resolution No. 2020-R0285 authorizing the Mayor to execute a Memorandum of Understanding between the City of Lubbock and the Texas Music Office within the Office of the Governor, for the ongoing maintenance of the Lubbock dataset of the Texas Music Industry Directory.

7. 20. **Resolution - Police:** Resolution No. 2020-R0286 authorizing the Mayor to execute Amendment No. 1 to an interlocal agreement between the City of Lubbock and the State of Texas, on behalf of the Texas Department of Public Safety (DPS), to provide for the assignment by the Lubbock Police Department of a Tactical Flight Officer to the Texas DPS.

7. 21. **Resolution - Lubbock Power & Light:** Resolution No. 2020-R0287 authorizing the Mayor of the City of Lubbock to execute that certain Temporary Construction Easement to Oncor Electric Delivery Company, LLC ("Oncor"), to be utilized for temporary working space during Oncor's initial construction of transmission line and associated equipment over, under, along, to, from, and through land more particularly described in Exhibits A and B to the Temporary Construction Easement, and including certain areas along the following transmission lines: Blackwater Draw to Folsom Point Switch 345kV; Blackwater Draw to Double Mountain Switch 345kV; Double Mountain Switch to Fiddlewood Switch 345kV; Posey Switch to Oliver 115kV; Fiddlewood Switch to Farmland Switch 345kV; Posey Switch to Southeast 115kV; and Folsom Point Switch to Yellow House Canyon 345 kV.

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. **Public Hearing - Planning:** Consider a request for Zone Case 763-B, a request of Keller Outdoor Advertising for Lubbock & Western Railway LLC, for a zone change to Light Manufacturing District (M-1), with a Specific Use for a billboard, from Single-Family Residential District (R-1) at 4402 Milwaukee Avenue, located south of 43rd Street on the west side of Milwaukee Avenue, on 0.38 acres of unplatted land out of Block AK, Section 37, and consider an ordinance.

This item was postponed.

Chad Weaver, city attorney, and Cody Keller, applicant, gave comments and answered questions from City Council.

Motion by Council Member Steve Massengale, seconded by Council Member Randy Christian, to postpone this item to the September 22, 2020 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

8. 3. **Public Hearing - Planning:** Ordinance No. 2020-O0110, Zone Case 0458-A, a request of Lubbock Aid Ambulance for Chad Ehler, for a zone change to Commercial District (C-4), from Local Retail District (C-2) at 2747 34th Street, located at the southeast corner of 34th Street and Canton Avenue, Jefferson Avenue Addition, Block 1, Lot 10, and consider an ordinance.

Kristen Sager, planning and zoning manager, gave a presentation and answered questions from City Council. Chad Ehler, applicant, gave comments and answered questions from City Council.

Mayor Pope opened the public hearing at 6:18 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:42 p.m.

Motion by Mayor Pro Tem Jeff Griffith, seconded by Council Member Steve Massengale, to approve Ordinance No. 2020-O0110.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

8. 4. **Public Hearing - Planning:** Ordinance No. 2020-O0111, Zone Case 1598-J, a request of Camelot Village for Tri Star Investments, for a zone change to General Retail District (C-3) with a Specific Use for a Self-Storage Facility, from General Retail District (C-3) Specific Use, located south of 34th Street and west of Loop 289, on 0.7 acres of unplatted land out of Block AK, Section 37, and consider an ordinance.

Kristen Sager, planning and zoning manager, gave a presentation and answered questions from

City Council.

Mayor Pope opened the public hearing at 6:18 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:42 p.m.

Motion by Mayor Pro Tem Jeff Griffith, seconded by Council Member Steve Massengale, to approve Ordinance No. 2020-O0111.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

8. 5. **Public Hearing - Planning:** Ordinance No. 2020-O0112, Zone Case 2538-K, a request of Betenbough Homes, for a zone change to Two-Family Residential District (R-2), from High-Density Apartment District (A-2) at 2602 Upland Avenue, located at the southwest corner of 26th Street and Upland Avenue, on 11.4 acres of unplatted land out of Block AK, Section 42, and consider an ordinance.

Kristen Sager, planning and zoning manager, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 6:18 p.m.

Chris Berry, with Betenbough Homes, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 6:42 p.m.

Motion by Mayor Pro Tem Jeff Griffith, seconded by Council Member Steve Massengale, to approve Ordinance No. 2020-O0112.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

8. 6. **Public Hearing - Planning:** Consider a request for Zone Case 3340-B, a request of Mike McCaully for JR's Landscaping, for a zone change to Light Manufacturing District (M-1), from Interstate Highway Commercial District (IHC) at 1008 25th Street and 2415 and 2417 Avenue J, located at the northeast corner of 25th Street and Avenue J, Bowles Addition, Block 1, Lots 3 through 6, and consider an ordinance.

This item was not approved. (No action was taken due to the motion dying for lack of a 2nd.)

Kristen Sager, planning and zoning manager, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 6:18 p.m.

Mike McCaully, applicant, appeared to speak in favor.

Tom Cox appeared to speak in opposition.

Mayor Pope closed the public hearing at 6:42 p.m.

8. 7. **Public Hearing - Planning:** Ordinance No. 2020-O0113, Zone Case 3414, a request of Ronnie Wallace for Betenbough Homes, for a zone change to Two-Family District (R-2) from Transition District (T), located west of Avenue P and south of 130th Street, on 9.839 acres of unplatted land out of Block E, Section 16, and consider an ordinance.

Kristen Sager, planning and zoning manager, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 6:18 p.m.

Chris Berry, with Betenbough Homes, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pope closed the public hearing at 6:42 p.m.

Motion by Mayor Pro Tem Jeff Griffith, seconded by Council Member Steve Massengale, to approve Ordinance No. 2020-O0113.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

8. 8. **Public Hearing - Planning:** Ordinance No. 2020-O0114, Zone Case 3415, a request of AMD Engineering, LLC for Marvin Crossnoe – MRXNO, LLC, for a zone change to High-Density Apartment District (A-2) from Single-Family Residential District (R-1), located at the northwest corner of Iola Avenue and 29th Street, on 2.04 acres of unplatted land out of Block AK, Section 44, and consider an ordinance.

Kristen Sager, planning and zoning manager, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 6:18 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:42 p.m.

Motion by Mayor Pro Tem Jeff Griffith, seconded by Council Member Steve Massengale, to approve Ordinance No. 2020-O0114.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

8. 9. **Public Hearing - Planning:** Ordinance No. 2020-O0115, Zone Case 3416, a request of Grayson Harrist, for a zone change to Light Manufacturing District (M-1) from Transition District (T) at 9411 Avenue P, located at the northeast corner of 96th Street and Avenue P, Rhoades Acres Addition, Lot 1 less the east 37.5 feet, and consider an ordinance.

Kristen Sager, planning and zoning manager, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 6:18 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:42 p.m.

Motion by Mayor Pro Tem Jeff Griffith, seconded by Council Member Steve Massengale, to approve Ordinance No. 2020-O0115.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

8. 10. **Public Hearing - Planning:** Ordinance No. 2020-O0116, request for annexation from Four EC, LLC, to annex an area of approximately 72 acres adjacent to the western city limits of the City of Lubbock, north of 50th Street, and east of Alcove Avenue.

Kristen Sager, planning and zoning manager, gave a presentation and answered questions from City Council. Jarrett Atkinson, city manager, gave comments and answered questions from City Council.

Mayor Pope opened the public hearing at 6:58 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 6:58 p.m.

Motion by Council Member Steve Massengale, seconded by Mayor Pro Tem Jeff Griffith, to approve Ordinance No. 2020-O0116.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

8. 11. **Public Hearing - Finance:** Ordinance No. 2020-O0117 approving the proposed 2020 Assessment Rate for the North Overton Public Improvement District (PID), and reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2020 assessments for the cost of certain services and improvements to be provided in the district during FY 2020-21; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Cheryl Brock, director of financial planning and analysis, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 7:21 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 7:22 p.m.

Motion by Council Member Steve Massengale, seconded by Mayor Pro Tem Jeff Griffith, to approve Ordinance No. 2020-O0117.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

8. 12. **Public Hearing - Finance:** Ordinance No. 2020-O0118 approving the proposed 2020 Assessment Rate for the North Point Public Improvement District (PID), and reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2020 assessments for the cost of certain services and improvements to be provided in the district during FY 2020-21; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Cheryl Brock, director of financial planning and analysis, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 7:23 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 7:23 p.m.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Jeff Griffith, to approve Ordinance No. 2020-O0118.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

8. 13. **Public Hearing - Finance:** Ordinance No. 2020-O0119 approving the proposed 2020 Assessment Rate for the Quincy Park Public Improvement District (PID), and reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2020 assessments for the cost of certain services and improvements to be provided in the district during FY 2020-21; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Cheryl Brock, director of financial planning and analysis, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 7:24 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 7:24 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2020-O0119.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

8. 14. **Public Hearing - Finance:** Ordinance No. 2020-O0120 approving the proposed 2020 Assessment Rate for the Valencia Public Improvement District (PID), and reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2020 assessments for the cost of certain services and improvements to be provided in the district during FY 2020-21; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Cheryl Brock, director of financial planning and analysis, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 7:25 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 7:26 p.m.

Motion by Council Member Latrelle Joy, seconded by Council Member Steve Massengale, to approve Ordinance No. 2020-O0120.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

8. 15. **Public Hearing - Finance:** Ordinance No. 2020-O0121 approving the proposed 2020 Assessment Rate for the Bell Farms Public Improvement District (PID), and reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Bell Farms PID; approving, adopting, and filing with the City Secretary the assessment roll; levying 2020 assessments for the cost of certain services and improvements to be provided in the district during FY 2020-21; fixing charges and liens against the property in the district and against the owners thereof; and providing for the collection of the assessment.

Cheryl Brock, director of financial planning and analysis, gave a presentation and answered questions from City Council.

Mayor Pope opened the public hearing at 7:27 p.m.

No one appeared to speak in favor or opposition.

Mayor Pope closed the public hearing at 7:27 p.m.

Motion by Council Member Steve Massengale, seconded by Council Member Latrelle Joy, to approve Ordinance No. 2020-O0121.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

8. 16. **Ordinance 1st Reading - Finance:** Ordinance No. 2020-O0122 updating the Vintage Township Public Improvement District Service and Assessment Plan and Assessment Roll.

Cheryl Brock, director of financial planning and analysis, gave comments and answered questions from City Council.

Motion by Council Member Shelia Patterson Harris, seconded by Council Member Steve Massengale, to approve Ordinance No. 2020-O0122.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

8. 17. **Ordinance 2nd Reading - Public Works Streets:** Ordinance No. 2020-O0098, amending Chapter 40 "Zoning" of the Code of Ordinances regarding brick streets and alleys.

Mayor Pro Tem Jeff Griffith, member of the Streets Sub-Committee, gave comments and briefed the City Council on proposed changes to the ordinance. Council Member Randy Christian, member of the Streets Sub-Committee, also gave comments. Chad Weaver, city attorney; and Mary Crites, Lubbock citizen, gave comments and answered questions from City Council.

Main Motion by Mayor Pro Tem Jeff Griffith, seconded by Council Member Randy Christian, to approve Ordinance No. 2020-O0098, as presented at the dais.

Motion to Amend by Mayor Pro Tem Jeff Griffith, seconded by Council Member

Randy Christian, to amend the main motion as follows:

- remove "long standing issue of the exorbitant cost" from the recitals section;
- add a "30 day appeal period" in Section 2(b)(3);
- replace the word "may" with "shall" in Section 2(b)(1)(A);
- replace the word "may" with "shall" in Section 2(b)(1)(D);
- replace the words "Director of Public Works" with "City Manager" in all instances throughout the ordinance;
- replace the word "must" with "shall" in Section 2(b)(1)(B)

Vote on Motion to Amend
Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (Absent)

Vote on Main Motion with Amendment
Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (Absent)

8. 18. **Resolution - Engineering:** Resolution No. 2020-R0288 authorizing and establishing the date to hold a public hearing to discuss the imposition of the impact fees for water, wastewater, and roadway.

Mike Keenum, division director of engineering/city engineer; Chad Weaver, city attorney; and Jarrett Atkinson, 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-R0288, and establishing the date of October 6, 2020, at 5:00 p.m., for the public hearing at Citizens Tower.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

8. 19. **Resolution - City Manager:** Resolution No. 2020-R0289 suspending the effective date of the proposed rate increase for West Texas Gas, Inc. (WTG) from September 11, 2020 to December 10, 2020, approving the City's participation in the Alliance of WTG Municipalities and retaining the law firm of Herrera Law & Associates to represent the City's interest in matters related to WTG's rate case before the City and WTG's application at the Railroad Commission of Texas; intervene in the proceedings at the Railroad Commission; and in appeals should such proceedings develop.

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

Motion by Council Member Steve Massengale, seconded by Council Member Shelia Patterson Harris, to approve Resolution No. 2020-R0289.

Vote: 6 - 0 Motion carried

Other: Council Member Juan A. Chadis (ABSENT)

9:21 P.M. CITY COUNCIL ADJOURNED

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

The August 25, 2020 Regular City Council Meeting minutes were approved by the City Council on the 22nd day of September, 2020.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

Regular City Council Meeting **7. 1.**

Meeting Date: 09/22/2020

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance No. 2020-O0125, Amendment 33, amending the FY 2019-20 Budget for municipal purposes respecting the Lake Alan Henry Fund and Grant Fund to accept and appropriate funding from the Federal Transit Administration (FTA) for the Section 5339 and Section 5304 Grants; providing for filing; and providing for a savings clause.

Item Summary

On September 8, 2020, the City Council approved the first reading of the ordinance.

I. Amend the Lake Alan Henry FY 2019-20 Budget by appropriating an additional $170,000, from $532,135 to $702,135 due to increased police presence needed at the Lake and an increase in other operating expenses associated with increased activity at the Lake. Funding is from revenue appropriated at the start of the fiscal year.
II. Accept and appropriate $734,397 from the Federal Transit Administration (FTA) for the FY 2017 and FY 2018 Section 5339(a) Grants. The City of Lubbock/Citibus has been awarded Texas Department of Transportation (TxDOT) Transportation Development Credits of 110,553 to serve as local match.
III. Accept and appropriate $802,767 from FTA for the FY 2019 and FY 2020 Section 5339(a) Grants. The City of Lubbock/Citibus has been awarded TxDOT Transportation Development Credits of 160,553 to serve as local match.
IV. Accept and appropriate $200,000 from FTA for the FY 2021 Section 5304 Grant. The City of Lubbock/Citibus has been awarded TxDOT Transportation Development Credits of 40,000 to serve as the local match.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 33

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2019-20 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE LAKE ALAN HENRY FUND AND GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE SECTION 5339 AND SECTION 5304 GRANTS; 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 #33) for municipal purposes, as follows:

I. Amend the Lake Alan Henry FY 2019-20 Budget by appropriating an additional $170,000, from $532,135 to $702,135 due to increased police presence needed at the Lake and increase in other operating expenses associated with increased activity at the Lake.

II. Accept and appropriate $734,397 from the Federal Transit Administration (FTA) for the FY 2017 and FY 2018 Section 5339(a) Grants. The City of Lubbock/Citibus has been awarded Texas Department of Transportation (TxDOT) Transportation Development Credits of 110,553 to serve as local match.

III. Accept and appropriate $802,767 from FTA for the FY 2019 and FY 2020 Section 5339(a) Grants. The City of Lubbock/Citibus has been awarded TxDOT Transportation Development Credits of 160,553 to serve as local match.

IV. Accept and appropriate $200,000 from FTA for the FY 2021 Section 5304 Grant. The City of Lubbock/Citibus has been awarded TxDOT Transportation Development Credits of 40,000 to serve as local match.

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

ccdocs/BudgetFY1920.Amend33.ord

Regular City Council Meeting **7. 1. 1.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor, or his designee, to execute a FY 2017 and 2018 Federal Transit Administration Section 5339(a) Grant (Project ID TX-2020-160-00), to be used for the purchase of eight Americans with Disabilities Act (ADA) paratransit replacement buses for Citibus.

Item Summary

The Federal Transit Administration has allocated $734,397 in Section 5339(a) funds to the City of Lubbock, on behalf of Citibus. The funds will be used to purchase 8 ADA paratransit buses to replace older buses that are past their useful life. Citibus was awarded 110,160 Transportation Development Credits (TDCs) provided by the Texas Department of Transportation, that will be used for the local match for the FY 2017 and 2018 Section 5339(a) Grant.

FTA regulations require all grants to be applied for and executed electronically.

Fiscal Impact

The local match required for this grant has been met by 110,160 TDCs provided by the Texas Department of Transportation. Acceptance of this grant will result in no additional cost to the City.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - FTA 5339(a) FY 17 & 18

FTA FY 2017 & 2018 Section 5339(a) Grant

RESOLUTION

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

THAT the Mayor of the City of Lubbock, or his designee, is hereby authorized to execute a FY 2017 & 2018 Federal Transit Administration Section 5339(a) Grant, for the purchase of eight (8) ADA paratransit buses to replace older buses that are past their useful life for the City of Lubbock, by and through Citibus. 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 Council.

Passed by the City Council on _____.

_____

DANIEL M. POPE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____

Ryan Brooke, Assistant City Attorney

RES. Citibus – FTA Grant 5339(a) FY 2017 & 2018
8.10.20

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Award

Federal Award Identification Number (FAIN)	TX-2020-160-00
Temporary Application Number	1993-2020-4
Award Name	Lubbock-Citibus FY 2017 & 2018 Section 5339(a) Grant
Award Status	Obligated / Ready for Execution
Award Budget Number	0

Period of Performance Start Date	8/4/2020	
Original Period of Performance End Date	6/30/2024	
Current Period of Performance End Date	6/30/2024	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 FY 2017 & 2018 Section 5339(a) Grant

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From
TX-2020-160-00	Obligated / Ready for Execution	Grant	7/24/2020	7/24/2020	No

Award Executive Summary
7/24/2020 - NB - Lubbock-Citibus FY 2017 & 2018 Section 5339(a) Bus and Bus Facilities Discretionary Grant. These fun
used to purchase eight (8) ADA paratranist buses to replace older buses that are past their useful life. CitiBus is applying
$734,397 in federal funds matched with Transportation Development Credits (TDC) in the amount of 110,160 from TXDO
grant request is within acceptable limits of the fleet ratio.

Fiscal Year -
FY 2017 - $313,934
FY 2018 - $420,463
Total - $734,397

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 the Designated Recipient and can apply for and receive these apportioned funds.

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
	chevonne.madison@dot.gov	Transportation Program Specialist		
Nitra	Barnes	Acctg Mgr	nbarnes@citibus.com	(806) 7

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amo
5339 – Buses and Bus Facilities Formula	5339-1	20526	$734
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$110
Adjustment			$0
Total Eligible Cost			**$734**

Award Budget

Project Number		Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount
TX-2020-160-01-00	111-00 (111-A1)	BUS - ROLLING STOCK		$734,397.00	$0.00	$734,397.00
TX-2020-160-01-00		11.12.15	BUY REPLACEMENT VAN	$734,397.00	$0.00	$734,397.00

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	FPC	Description	Amendment Amount	C A
TX-34-0118	TX-2020-160-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	481350	Lubbock, TX	2017.25.34.BF.2	00	Bus Form - Formula Alloc	$313,934	$3
TX-34-0118	TX-2020-160-01-00	BUS - ROLLING STOCK	111-00 (111)	A1	481350	Lubbock, TX	2018.25.34.BF.2	00	Bus Form - Formula Alloc	$420,463	$4

Part 3: Project Information

Project Title: LoneStar Promaster ADA Van Purchase

Project Number	Temporary Project Number	Date Created	Start Date	End D
TX-2020-160-01-00	1993-2020-4-P1	7/24/2020	10/1/2020	3/31/2

Project Description
These funds will be used to purchase eight LoneStar Pomaster ADA Vans off of the Oklahoma Office of Management & E Services Statewide contract Type O.

The LoneStar Promaster ADA Vans have a 4 year, 100,000 mile useful life.

Project Benefits
With the purchase of eight paratransit ADA vans, we will be able to retire some older ADA vans that have far extended the life which will help increase service and trip reliability. All ADA paratransit clients will benefit from the purchase of these va providing a more reliable and comfortable service. The vans will be used to provide services to all ADA clients and in all p city. The addition of these ADA vans will allow Citibus to continue to serve more passengers needs to get them to and fro choice locations.

Replacement Fleet of (8) ADA compliant cutaway buses that have exceeded their useful life that will provide service in the service area and increase safety and reliability of service. These are the 8 VIN numbers of the buses that are to be replac

1GBKG31K181167953
1GBKG31K091114209
1GBKG31K291114888
1GBKG31K291115622
1GBKG31K391114592
1GBKG31K691115301
1GBKG31K691115039
1GBKG31K791114157

Additional Information
None provided.

Location Description

New ADA vans will be in service throughout our service area, the city of Lubbock. All operating expenses will be from ope
the city of Lubbock.

Project Location (Urbanized Areas)

UZA Code	Area Name
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: 5/19/2018
Description: Not Provided

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amo
5339 – Buses and Bus Facilities Formula	5339-1	20526	$734
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$110
Adjustment			$0
Total Eligible Cost			**$734**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	C
TX-2020-160-01-00	111-00 (111-A1)	BUS - ROLLING STOCK	$734,397.00	$0.00	$734,397.00	
TX-2020-160-01-00		11.12.15 BUY REPLACEMENT VAN	$734,397.00	$0.00	$734,397.00	

Project Budget Activity Line Items

Budget Activity Line Item: 11.12.15 - BUY REPLACEMENT VAN

Scope Name / Code	Line Item #	Line Item Name	Activity
BUS - ROLLING STOCK (111-00)	11.12.15	BUY REPLACEMENT VAN	BUY REPLACEMENTS - CAPITAL BUS

Extended Budget Description
(8) LoneStar Promaster ADA Vans. These vans are ADA lift equipped.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Propulsion	Fuel Type	Vehicle Condition	Vehicle Size (ft.)
N/A	Gasoline	New	21' ADA Vans

Funding Source	Section of Statute	CFDA Number	Amou
5339 – Buses and Bus Facilities Formula	5339-1	20526	$734,
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$110,
Adjustment			$0
Total Eligible Cost			**$734,**

Milestone Name	Est. Completion Date	Description
Issue Purchase Order	10/1/2020	Issuance of a purchase order to purchase 8 LoneStar 21' Pro ADA Vans.
Initial Delivery Date	1/15/2021	First Van Delivered
Final Delivery Date	1/31/2021	Last Van Delivered
Project Close Out	3/31/2021	Project Close Out

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically exc from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does no documentation.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accom by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located w existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats 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 Eligi Cost
BUS - ROLLING STOCK (111-00)	11.12.15	BUY REPLACEMENT VAN	8	$734,397.00	$734,397.0

Part 4: Fleet Details

Fleet Type: Other

Fleet Comments
19 Total Support Vehicles:

10 - Staff support vehicles
6 - Supervisor Vans
3 - Maintenance Shop Trucks

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	0
	B. Spares	0
	C. Total (A+B)	0
	D. Spare Ratio (B/A)	0%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	0
	C. Total (A+B)	0

III.	**Total (I.C and II.C)**	0

Fleet Type: Fixed Route

Fleet Comments
This grant request is within the acceptable limits of the fleet ration which is shown in the Fleet Details of the Recipient ID section.

Citibus' fleet currently consists of the following:

Type Quantity Year Make/Model
Bus 3 2000 Nova Bus RTS
Bus 11 2000 Nova Bus LFS
Bus 18 2001 Nova Bus LFS
Bus 3 2004 Gillig Low-Floor
Bus 5 2005 Gillig Low-Floor
Bus 7 2006 Gillig Low-Floor
Bus 6 2009 Gillig Hybrid-Electric
Bus 2 2011 Gillig Hybrid-Electric
Bus 4 2013 Gillig Hybrid-Electric
Bus 4 2017 Gillig Low-Floor
Bus 4 2018 Gillig Low-Floor
Bus 6 2019 Gillig Low-Floor
Bus 2 2019 Proterra Catalyst E2
Trolley 2 2000 Chance Trolley

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	67
	B. Spares	10
	C. Total (A+B)	77
	D. Spare Ratio (B/A)	14.93%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	3
	C. Total (A+B)	3
III.	**Total (I.C and II.C)**	80

Fleet Type: Paratransit

Fleet Comments
This grant request is within the acceptable limits of the fleet ration which is shown in the Fleet Details of the Recipient ID section.

Citibus' paratransit fleet current consists of the following:

Van 1 2006 International
Van 13 2009 Chevy Arboc
Van 14 2016 Chevy Arboc

		Current Value
I.	**Active Fleet**	
	A. Peak Requirement	23
	B. Spares	5
	C. Total (A+B)	28
	D. Spare Ratio (B/A)	21.74%
II.	**Inactive Fleet**	
	A. Other	0
	B. Pending Disposal	4
	C. Total (A+B)	4
III.	**Total (I.C and II.C)**	32

Part 5: FTA Review Comments

Application Conditions

Entered By	Eldridge Onco
Condition Type	Special Conditions
Date	8/4/2020
Condition	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated August 4, 2020, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-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-2020-160-00

Award Name: Lubbock-Citibus FY 2017 & 2018 Section 5339(a) Grant

Award Start Date: 8/4/2020

Original Award End Date: 6/30/2024

Current Award End Date: 6/30/2024

Award Executive Summary: 7/24/2020 - NB - Lubbock-Citibus FY 2017 & 2018 Section 5339(a) Bus and Bus Facilities Discretionary Grant. These funds will be used to purchase eight (8) ADA paratranist buses to replace older buses that are past their useful life. CitiBus is applying for $734,397 in federal funds matched with Transportation Development Credits (TDC) in the amount of 110,160 from TXDOT. This grant request is within acceptable limits of the fleet ratio.

Fiscal Year -
FY 2017 - $313,934
FY 2018 - $420,463
Total - $734,397

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 the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $734,397.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $734,397.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $734,397.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $0.00

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
5339 – Buses and Bus Facilities Formula	5339-1	20526	$734,397
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$110,160
Adjustment			$0
Total Eligible Cost			**$734,397**

(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:

Review Decision: DOL Concurs - Certified
Original Certification Date: 8/4/2020

Special Conditions

Comment By	Eldridge Onco
Comment Type	Special Conditions
Date	8/4/2020
Comment	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor’s certification letter dated August 4, 2020, to the

Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

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: 8/4/2020

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:

Lubbock, City of

Regular City Council Meeting **7. 1. 2.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor or his designee, to execute a FY 2021 Section 5304 Planning Grant, TxDOT PLN 2102 (05) 112_19, Project ID 51008020521, with the Texas Department of Transportation (TxDOT), for a feasibility study for Citibus.

Item Summary

TxDOT is allocating a FY 2021 Section 5304 planning grant in the amount of $200,000 to subsidize a feasibility study to be completed through consultant services. The City of Lubbock/Citibus has been awarded 40,000 TxDOT Transportation Development Credits (TDCs) to serve as the required local match, and they are included in the grant agreement.

Citibus proposes using this planning study to determine the most feasible locations for its administrative/maintenance facility and transfer stations. This proposed project will be a continuation of the ongoing Comprehensive Operational Analysis, but will be deeper, more specific research into the study of the appropriate locations of Citibus facilities. The goals for this project will be to assess the viability of relocating the Citibus administrative/maintenance facilities and main transfer plaza with customer service and sales. In addition, it will assess the feasibility of adding additional transfer locations throughout the City, in order to meet the goals and objectives of Citibus.

Citibus currently occupies the greater part of 2 square blocks in downtown Lubbock, with its administrative and maintenance facilities and bus yard. The administrative facility was renovated for transit operation in the early 1980s, and small upgrades have been done incrementally as funding was made available. The bus yard was renovated in 1999 and expanded in 2009. Security enhancements and surveillance were installed in 2009. The Citibus transfer facility was built in 1994, and is located on a city block in the center of downtown Lubbock.

The agreement is effective when fully executed by both parties or on September 1, 2020, whichever is later, and shall remain in effect until August 31, 2021.

TxDOT requires all grants to be executed electronically.

Fiscal Impact

The City of Lubbock/Citibus has been awarded 40,000 TDCs to serve as the local match for this grant. Acceptance of this grant will result in no additional cost to the City.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - TxDOT FY 2021 Section 5304
TxDOT FY 2021 Section 5304 Planning

RESOLUTION

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

THAT the Mayor of the City of Lubbock, or his designee, is hereby authorized to execute a FY 2021 Section 5304 Planning Grant from the Texas Department of Transportation (TxDOT), TxDOT PLN 2102 (05) 112_19, Project ID 51008020521, to the City of Lubbock to subsidize a feasibility study to determine if a new administrative/maintenance facility and transfer plaza is warranted for its public transportation system. 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 Council.

Passed by the City Council on _____.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

RES. Citibus – TxDOT Grant 5304 FY 2021
8.24.20

PGA: SECTION 5304 FEDERAL-PLANNING
SUBRECIPIENT: Lubbock, City of
FAIN: TX-2018-086
CFDA #: 20.505
TXDOT PROJECT #: PLN 2102 (05) 112_19
PROJECT ID #: 51008020521
MASTER GRANT AGREEMENT #: MGA-2017-2021-LUBBOCK-074
FEDERAL TRANSIT ADMINISTRATION
NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

FEDERAL PLANNING PROGRAM
FISCAL YEAR 2021
PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State" and Lubbock, City of, called the "Subrecipient".

WITNESSETH

WHEREAS, 49 United States Code Section 5304, Planning, provides that eligible recipients may receive federal funds for public transportation planning; and

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Subrecipient in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS, the U.S. Secretary of Transportation approved the State's request for funding; and

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to receive federal funds under the Section 5304 grant program; and

WHEREAS, the Subrecipient submitted a Fiscal Year 2021 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 115771; and,

WHEREAS, the Subrecipient must execute a Grant Application (if applicable) and Fiscal Year Certifications and Assurances each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Subrecipient and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

WHEREAS, the Governor of the State of Texas has designated the Texas Department of

NOW THEREFORE, the State and Subrecipient agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on 09/01/2020, whichever is later. This PGA shall remain in effect until 08/31/2021, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Subrecipient has submitted the Grant Application (if applicable) and Certification and Assurances to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

A. The Subrecipient shall complete the public transportation project described in the Grant Application, the Attachment A - Approved Project Description, and the Attachment B - Project Budget. Attachments A and B are attached to and made a part of this agreement. The Subrecipient shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.

B. If applicable, the Subrecipient shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Subrecipient shall publicly open all bids or privately review proposals. The Subrecipient shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Subrecipient shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is $200,000 and 0 Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, the Attachment A, and the Attachment B.

Invoices are to be submitted electronically through the eGrants system.

ARTICLE 4. AMENDMENTS

Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY

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

ARTICLE 7. ACCESS TO INFORMATION

The Subrecipient is required to make any information created or exchanged with the state pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

THIS AGREEMENT IS EXECUTED by the State and the Subrecipient in duplicate.

THE SUBRECIPIENT

_____

Signature

_____

Title

_____

Date

THE STATE OF TEXAS

_____

Signature

Public Transportation Coordinator

_____

Title

_____

Date

List of Attachments

A – Approved Project Description
B – Project Budget

ATTACHMENT A
APPROVED PROJECT DESCRIPTION

This project is for a feasibility study in order to determine if a new administrative/maintenance facility and transfer plaza are warranted. In addition, the study will include the possibility of additional transfer locations within the city to better service the needs of our citizens.
This study includes a quantifiable analysis of need and benefit. It includes the development of the scope, analysis of the current situation, definition of the requirements for success, discussion of the recommended solution, and evaluation of the recommended approach. The study will also develop planning-level cost estimates and identify sources of funding for the project.
The table of contents for the study should include:
§ Executive Summary –
Introduction and Project Background – the purpose of the feasibility study and its objectives; the main activities undertaken in preparing the feasibility assessment (i.e. desk research, interviews, focus groups, site appraisal, etc.); and a description of the community context.
§ Justification – a detailed assessment of the rationale and motivation for undertaking the feasibility analysis. This section of the document will provide the problem statement; the organizational, business, or process impact of the problem; and sets out the objectives for the solution.
§ Solution – a detailed description of the problem; a statement of the solution's objectives; and analyses of the organizational, business, and process impacts if the solution were to be implemented.
§ Alternatives – describes the alternatives and analyzes and describes the different opportunities and impacts of the alternatives considered.
§ Cost-Benefit Analysis – provides a comparison between the present value of the proposed solution and its initial cost. It also examines the values justifying the proposed solution.
§ Implementation Plan – sets out the major next steps and milestones in moving the project forward. It identifies roles and responsibilities of existing and potential partners, specific actions to be taken and the timetable in which each activity will take place.
§ Statement of Viability –states if the project is viable and under what circumstances and with what caveats. This section describes a contingency plan that has been tested to ensure it is also a viable alternative in case the preferred project fails. This section is also a good place to summarize the local support for the project, especially any funding commitments.

Subrecipient shall comply with Article 12: Project Records and Reports and Article 13 of the Master Grant Agreement requiring procurement and project milestones / quarterly progress reports. Within 30 days of PGA execution, the subrecipient will provide the TxDOT Public Transportation Coordinator with a project milestone plan that delineates fund expenditures throughout the contract period.

Per Texas Administrative Code (TAC) 31.47, Audit and Project Close-Out Standards: The subrecipient shall make every reasonable effort to complete all project activities and request appropriate reimbursements within the time period specified in the project agreement and TAC 9.136, Suspension or Termination for Cause: On termination of a subgrant, the unexpended and unobligated funds awarded to the grantee immediately revert to the department (TxDOT).

TxDOT's Public Transportation Division's (PTN) sets a Federal Transit Administration overall

Disadvantaged Business Enterprise (DBE) goal every three years for funds expended by subrecipients. The proposed overall goal for fiscal years 2021 - 2023 is 3.1 percent. This is not a contract specific goal but an overall goal for annual DBE participation. PTN subrecipients should undertake efforts to include DBE businesses in purchasing and contracting opportunities , and are encouraged to utilize DBE business whenever practicable. The full definition of DBE program requirements is found in Article 23 of the Master Grant Agreement.

ATTACHMENT B
PROJECT BUDGET

#	Description	Fuel Type	# of Units	Award Amount	State Match	Local Match	In-Kind Match	Total Funds	TDC	Match Ratio	TDC Amount
1	Short Range Transit Planning - 44.24.00			$200,000	$40,000			$240,000	X		0
			Totals:	$200,000	$40,000	$0	$0	$240,000			0

Regular City Council Meeting **7. 2.**

Meeting Date: 09/22/2020

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 1, amending the FY 2020-21 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the U.S. Department of Justice; providing for filing; and providing for a savings clause.

Item Summary

1. Accept and appropriate $73,407 from the U.S. Department of Justice Office of Community Oriented Policing Services (COPS) for the Lubbock Peer Support Project through the Law Enforcement Mental Health and Wellness Act Program Grant.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Budget Amendment 1

Grant Detail BA1

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2020-21 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE; 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 2020-21 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 2020-21 (Budget Amendment #1) for municipal purposes, as follows:

I. Accept and appropriate $73,407 from the U.S. Department of Justice Office of Community Oriented Policing Services for the Lubbock Peer Support Project through the Law Enforcement Mental Health and Wellness Act Program Grant.

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

ccdocs/BudgetFY2021.Amend1.ord
September 15, 2020

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
October 13, 2020

Administrative Information:

City Assigned Grant Number:	TBD
Grant Name:	COPS Office Law Enforcement Mental Health & Wellness
Grant Effective Date:	9/1/2020-8/31/2022
Grant Provider/Agency:	U.S. Department of Justice

Personnel Information:

# of full-time positions funded w/grant -

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Intern	$ 11,593	887	24,960	-
Total	$ 11,593	887	24,960	-

Budget Information:	**Cost**
Grant Appropriation Detail	
Compensation/Benefits	$ 24,960
Supplies	9,820
Other	
Training & Travel	5,957
Professional Services - Consultants	25,996
Indirect Cost	6,673
Total Appropriation	$ 73,407

Regular City Council Meeting **7. 2. 1.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Chief of Police to execute an agreement accepting the FY2020 Office of Community Oriented Policing Services Law Enforcement Mental Health and Wellness Act Program Grant, from the Department of Justice, for mental health and wellness services for law enforcement.

Item Summary

The Law Enforcement Mental Health and Wellness Act (LEMHWA) program will provide funding to improve the delivery of and access to mental health and wellness services for law enforcement personnel, through training and technical assistance, demonstration projects, and implementation of promising practices related to peer mentoring and mental health and wellness programs.

This grant from the Department Of Justice (DOJ) Office of Community Oriented Policing Services (COPS), will provide funding for the Lubbock Police Department Peer Support Project. The project has two over reaching goals to improve and sustain mental health:
1. To implement a new peer mentoring program at the department; and
2. To develop and implement mobile accessibility.

Fiscal Impact

The estimated grant award is $73,407.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

COPS-resolution
COPS agreement

RESOLUTION

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

WHEREAS, The **FY 2020 Law Enforcement Mental Health and Wellness Act (LEMHWA)** program provides funding to improve the delivery of and access to mental health and wellness services for law enforcement through training and technical assistance, demonstration projects, and implementation of promising practices related to peer mentoring mental health and wellness programs; and

WHEREAS, award funds must be used to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period.

NOW THEREFORE, BE IT RESOLVED THAT the City Council of the City of Lubbock hereby authorizes and directs the **Chief of Police for the City of Lubbock** to execute an agreement by and between the City of Lubbock and the United States Department of Justice accepting the **FY2020 Office of Community Oriented Policing Services (COPS) Law Enforcement Mental Health and Wellness Act (LEMHWA) Program Grant**, in the estimated grant award amount of **$73,407.00**. The grant agreement and any associated documents are attached hereto and made a part of this Resolution for all intents and purposes. **The Chief of Police is hereby authorized and directed to electronically sign the grant award documents**.

Passed by the City Council this _____day of _____, 2020.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Floyd Mitchell, Police Chief

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.LPD-COPS LEMHWA.2020.doc

U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Chief Floyd Mitchell
Administrator Amber Aguilar
Lubbock Police Department
P.O. Box 2000
916 Texas Avenue
Lubbock, TX 79401

Re: COPS Office Law Enforcement Mental Health and Wellness Act (LEMHWA)
Award Number: 2020MHWXK017
Project Title: Lubbock Peer Support Project
ORI: TX15202

Dear Chief Mitchell and Administrator Aguilar:

On behalf of the Attorney General of the United States, William Barr, and the Office of Community Oriented Policing Services (COPS Office), it is my pleasure to inform you that we have approved your proposal for the Lubbock Peer Support Project through the Law Enforcement Mental Health and Wellness Act (LEMHWA) program in the amount of $73,407.00. The COPS Office recognizes and appreciates your commitment to this very important initiative.

Contained in this packet is the Award Document, which shows an official award start date of 09/01/2020. The Award Document contains terms, conditions, and requirements for your award. Be sure to familiarize yourself with all terms, conditions, and requirements before signing and accepting your award. A limited number of agencies may be subject to an Additional Award Notification as a result of an ongoing federal civil rights investigation, other award review, or audit of your agency by the U.S. Department of Justice. If applicable to your agency, the Additional Award Notification is included at the end of this letter and is incorporated by reference as part of this letter. In addition, a limited number of agencies may be subject to Special Conditions as a result of high risk designation or other unique circumstances. If applicable to your agency, these Special Conditions will be found in an Award Document Supplement in your award package. **To officially accept the award, electronically sign the Award Document with the Award Terms and Conditions; the Cooperative Agreement that is incorporated by reference into the Award Document; and, if applicable, the Special Award Conditions, High Risk Conditions or both in the Award Document Supplement via the Account Access tab in the COPS Office website at www.cops.usdoj.gov.**

The awarded Government Executive/Financial Officer (GE/FO) will need to establish an electronic signature in NexGen in order to electronically sign important documents in the grant management process and accept the award. Please contact the COPS Office Response Center at 800-421-6770 or send an email to askCopsRC@usdoj.gov to learn more about the award acceptance process and establish e-signatures.

Please note that the Account Access tab will link to additional award acceptance guidance after September 22, 2020. After this date, the NexGen Agency Portal Login will also no longer be available.

Recipients that have not signed the award document prior to September 22, 2020, will be required to complete the award acceptance process and all future award management activities in the Department of Justice's Justice Grants System (JustGrants) which will launch on October 15, 2020. To accommodate this transition, the COPS Office has extended the award acceptance period from 45 to 65 days from the date of this letter.

A supplemental online award package for FY 2020 LEMHWA award recipients can be found at

https://cops.usdoj.gov/lemhwa. We strongly encourage you to visit this site immediately to access a variety of important and helpful documents associated with your award, including the LEMHWA Award Owner's Manual which applies to all LEMHWA awards and specifies the terms, conditions, and requirements of your award. If you have any questions about your award, please do not hesitate to call your Program Manager Camisha Amaker at 202-514-0197 or camisha.amaker@usdoj.gov.

I want to extend my personal appreciation for your efforts and congratulate you on this award. On behalf of the staff at the COPS Office, we look forward to your progress on this important project.

Phillip E. Keith, Director, Date: 08/18/2020

Additional Award Notification

U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Award Document

COPS Office Law Enforcement Mental Health and Wellness Act (LEMHWA) Program

CFDA - 16.710 - Public Safety Partnership and Community Policing Grants
Treasury Account Symbol (TAS) 15X0406

Award Number: 2020MHWXK017
ORI Number: TX15202
OJP Vendor Number: 756000590
DUNS Number: 058213893
Applicant Organization's Legal Name: Lubbock Police Department
Applicant's System for Award Management (SAM) name:Lubbock, City Of
Project Title: Lubbock Peer Support Project
Law Enforcement Executive / Agency Executive: Chief Floyd Mitchell
Government Executive / Financial Official: Administrator Amber Aguilar

Award Start Date: 09/01/2020
Award End Date: 08/31/2022
Award Amount: $73,407.00

The FY 2020 Law Enforcement Mental Health and Wellness Act (LEMHWA) program provides funding to improve the delivery of and access to mental health and wellness services for law enforcement through training and technical assistance, demonstration projects, and implementation of promising practices related to peer mentoring mental health and wellness programs.

The Financial Clearance Memorandum (FCM) and, if applicable, the Cooperative Agreement included in your award package are incorporated by reference in their entirety and shall become part of this Award Document. By signing this Award Document, the recipient agrees to abide by all FY 2020 Law Enforcement Mental Health and Wellness Act (LEMHWA) program Award Terms and Conditions; the approved budget in the FCM; if applicable, all requirements in the Cooperative Agreement; and, if applicable, the Special Award Conditions and/or High Risk Conditions in the Award Document Supplement.

Phillip E. Keith, Director, Date: 08/18/2020

(Signature Pending)	(Date Pending)
Signature of the Program Official with the Authority to Accept this Grant Award	*Date*
(Signature Pending)	(Date Pending)
Signature of the Financial Official with the Authority to Accept this Grant Award	*Date*

False statements or claims made in connection with COPS office awards may result in fines, imprisonment, debarment from

participating in federal awards or contracts, and/or any remedy available by law to the Federal Government.

U.S. Department of Justice
Office of Community Oriented Policing Services

2020 Law Enforcement Mental Health and Wellness Act Program
Award Terms and Conditions

By signing the Award Document to accept this Law Enforcement Mental Health and Wellness Act award, your agency agrees to abide by the following award terms and conditions:

1. Award Owner's Manual. The recipient agrees to comply with the terms and conditions in the applicable 2020 COPS Office Program Award Owner's Manual; COPS Office statute (34 U.S.C. § 10381, et seq.); the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. Assurances and Certifications. The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

3. Allowable Costs. The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in the Financial Clearance Memorandum (FCM), which is included in your agency's award package. The FCM specifies the costs that your agency is allowed to fund with your award. In accordance with 2 C.F.R. § 200.400(g), the recipient must forgo any profit or management fee. Your agency may not use award funds for any costs not identified as allowable in the FCM.

4. Supplementing, Not Supplanting. State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

5. Extensions. Your agency may request an extension of the award period to receive additional time to implement your award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. § 200.308(d)(2).

6. Modifications. Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308. For federal awards in excess of $250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

7. Evaluations. The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

8. Reports/Performance Goals. To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic progress reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R §§ 200.327 – 200.328. The progress report is used to track your agency's progress toward

implementing community policing strategies and to collect data to gauge the effectiveness of increasing your agency's community policing capacity through COPS Office funding. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

9. Award Monitoring Activities. Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office may include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after submission of the final expenditure report. 34 U.S.C. § 10385(a) and 2 C.F.R. §§ 200.333 and 200.336.

10. Federal Civil Rights. The Applicant understands that the federal statutes and regulations applicable to the award (if any) made by the Department based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition —

a. the Applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);

b. the Applicant understands that the applicable statutes pertaining to nondiscrimination may include section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;

c. the Applicant understands that it must require any subrecipient to comply with all such applicable statutes (and associated regulations); and

d. on behalf of the Applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.

The Applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by the Department based on the application may include, but are not limited to, 2 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

11. Equal Employment Opportunity Plan (EEOP). All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan. 28 C.F.R. Part 42 subpart E.

12. False Statements. False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Duplicative Funding. The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

14. Additional High-Risk Recipient Requirements. The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.207.

15. System for Award Management (SAM) and Universal Identifier Requirements. The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management and Universal Identifier Requirements

A. Requirement for System for Award Management

Unless you are exempted from this requirement under 2 C.F.R. § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.

2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

2. Unique entity identifier means the identifier required for SAM registration to uniquely identify business entities.

3. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R. Part 25, subpart C:

a. A Governmental organization, which is a State, local government, or Indian Tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization; and

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 C.F.R. § 200.330).

c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

a. Receives a subaward from you under this award; and

b. *Is accountable to you for the use of the Federal funds provided by the subaward.*

16. <u>Reporting Subawards and Executive Compensation.</u> The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. *Applicability*. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to ***https://www.fsrs.gov.***

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report*. You must report the information about each obligating action that the submission instructions posted at **https://www.fsrs.gov** specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if —

i. the total Federal funding authorized to date under this award is $25,000 or more;

ii. in the preceding fiscal year, you received —

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at **https://www.sec.gov/answers/execomp.htm**.)

2. *Where and when to report*. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at **https://www.sam.gov.**

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report*. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if —

i. in the subrecipient's preceding fiscal year, the subrecipient received —

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. §

170.320 (and subawards); and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at ***https://www.sec.gov/answers/execomp.htm***.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 C.F.R. Part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec._.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

   i. Receives a subaward from you (the recipient) under this award; and

   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 C.F.R. § 229.402(c)(2)):

   i. Salary and bonus.

   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

   iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

   iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

   v. Above-market earnings on deferred compensation which is not tax-qualified.

   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

17. Debarment and Suspension. The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in Federal assistance programs. 2 C.F.R. Part 180 (Governmentwide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

18. Employment Eligibility. The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-

9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

19. Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information. The recipient agrees not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award; a gross waste of federal funds; an abuse of authority relating to a federal contract or award; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. The recipient also agrees to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

20. Mandatory Disclosure. Recipients and subrecipients must timely disclose in writing to the COPS Office or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM, and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.338.

21. Conflict of Interest. Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in accordance with 2 C.F.R. § 200.112.

22. Contract Provision. All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

23. Restrictions on Internal Confidentiality Agreements. No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2020, Public Law 116-93, Division C, Title VII, Section 742.

24. Recipient Integrity and Performance Matters. For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

If the total value of your currently active awards, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity

Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2. of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. *Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

a. Is in connection with the award or performance of an award, cooperative agreement, or procurement contract from the Federal Government;

b. Reached its final disposition during the most recent five year period; and

c. Is one of the following:

(1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term and condition;

(2) 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;

(3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, 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 damages in excess of $100,000; or

(4) Any other criminal, civil, or administrative proceeding if:

i. It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2. of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement

contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1. of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, award, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

a. 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 award. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. 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.

c. Total value of currently active awards, cooperative agreements, and procurement contracts includes —

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

25. Citizenship and Immigration Status Communications

Authority to obligate or expend contingent on compliance with this condition.

NOTE: This grant condition is established under the COPS Office's broad authority and discretion to award and administer grants. See, e.g., 34 U.S.C. § 10381, et seq. This condition applies only to state or local government entities or to non-state or local government entities that make subawards with these funds to a state or local government entity.

State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, may not obligate or expend award funds if – at the time of the obligation or expenditure – the "program or activity" of the recipient funded in whole or in part with the award

funds (which includes any such program or activity of any subrecipient at any tier) is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed or established by a state or local government entity or official.

A subrecipient of this award (at any tier) that is an entity of a State or of a unit of local government may not obligate or expend award funds if – at the time of the obligation or expenditure – the "program or activity" of the subrecipient (which includes any such program or activity of any subrecipient at any further tier) funded (in whole or in part) with award funds is subject to any prohibitions or restrictions on sending to, requesting or receiving from, maintaining, or exchanging information regarding citizenship or immigration status with components of the U.S. Department of Homeland Security or any federal, state or local government entity, as generally described in 8 U.S.C. 1373(a) or (b). This includes any prohibitions or restrictions imposed by a state or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

Rules of Construction. For purposes of this condition, "program or activity" means what it means under section 606 of title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-4a).

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to particular components of the U.S. Department of Homeland Security.
Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Any questions about the meaning or scope of this condition should be directed, prior to acceptance of this award, to the Office of Community Oriented Policing Services Legal Division at 202-514-3750.[neac1]

26. Computer Network Requirement. The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Consolidated Appropriations Act, 2020, Public Law 116-93, Division B, Title V, Section 527.

27. Travel Costs. Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.474.

28. Sole Source Justification. Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of $250,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.324(b)(2).

29. Public Release Information. The recipient agrees to submit one copy of all reports and proposed publications resulting from this award ninety (90) days prior to public release. Any publications (written, curricula, visual, sound, reports, or websites) or computer programs, whether or not published at government expense, shall contain the following statement:

"This project was supported, in whole or in part, by federal award number 2020MHWXK017 awarded to Lubbock Police Department by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the author(s), contributor(s), or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The internet references cited in this publication were valid as of the date of publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity."

30. News Media. The recipient agrees to comply with the COPS Office policy on contact with the news media. The policy establishes the COPS Office Communications Division as the principal point of contact for the news media for issues relevant to the COPS Office or parameters of this award. The recipient agrees to refer all media inquiries on these topics directly to the COPS Office Communications Division at 202-514-9079.

31. Paperwork Reduction Act Clearance and Privacy Act Review. The recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

32. Human Subjects Research. The recipient agrees to comply with the provisions of the U.S. Department of Justice's common rule regarding Protection of Human Subjects, 28 C.F.R. Part 46, prior to the expenditure of Federal funds to perform such activities, if applicable. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants.

33. Copyright. If applicable, the recipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials developed under this award as a U.S. Department of Justice resource.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

"This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only."

U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Financial Clearance Memorandum

COPS Office Law Enforcement Mental Health and Wellness Act (LEMHWA) Program

To: Chief Mitchell and Administrator Aguilar:

Re: Financial Clearance Memorandum

A financial analysis of budgeted costs has been completed. Costs under this award appear reasonable, allowable, and consistent with existing guidelines. Exceptions/Adjustments are noted below.

ORI#: TX15202 Award #: 2020MHWXK017

Budget Category	Proposed	Approved	Change
B. Civilian and Non-Sworn Personnel	$24,960.00	$24,960.00	$0.00
Salary:	*$24,960.00*	*$24,960.00*	*$0.00*
Benefits:	*$0.00*	*$0.00*	*$0.00*
C. Equipment and Technology	$0.00	$0.00	$0.00
D. Supplies	$23,610.00	$9,820.00	-$13,790.00
E. Travel, Training, and Conferences	$5,957.00	$5,957.00	$0.00
F. Contracts and Consultants	$25,996.20	$25,996.20	$0.00
G. Other Costs	$0.00	$0.00	$0.00
H. Indirect Costs	$9,591.00	$6,673.32	-$2,917.68

B. Civilian and Non-Sworn Personnel

Item	Cost	Qty	Total	Change	Reason
Intern	$24,960.00	1	$24,960.00	$0.00	
Salary:	*$24,960.00*		*$24,960.00*	*$0.00*	
- Year1:	*$12,480.00*		*$12,480.00*	*$0.00*	
- Year2:	*$12,480.00*		*$12,480.00*	*$0.00*	
Benefits:	*$0.00*		*$0.00*	*$0.00*	
- Year1:	*$0.00*		*$0.00*	*$0.00*	
- Year2:	*$0.00*		*$0.00*	*$0.00*	

C. Equipment and Technology

Item	Cost	Qty	Total	Change	Reason

D. Supplies

Item	Cost	Qty	Total	Change	Reason
Television Monitors 60 inch	$0.00	0	$0.00	-$7,260.00	• *Unallowable cost*
Television wall mounts	$0.00	0	$0.00	-$880.00	• *Unallowable cost*
Amazon Fire TV Stick	$0.00	0	$0.00	-$1,100.00	• *Unallowable cost*
Xibo licensing fee to place Android on Amazon Fire TV stick	$0.00	0	$0.00	-$550.00	• *Unallowable cost*
Webpage and webpage maintenance	$6,600.00	1	$6,600.00	$0.00	
Brouchures- Gloss and color trifold	$0.13	4,000	$520.00	$0.00	
Self Help posters	$20.00	50	$1,000.00	$0.00	
Mental Health and Wellness Related Books	$30.00	40	$1,200.00	$0.00	
Bookshelf	$100.00	5	$500.00	$0.00	
Marketing Items	$0.00	0	$0.00	-$4,000.00	• *Unallowable cost*

E. Travel, Training, and Conferences

Item	Cost	Qty	Total	Change	Reason
Training for new peer support officer	$1,090.50	4	$4,362.00	$0.00	
Site Visit Odessa, TX	$278.00	2	$556.00	$0.00	
Site Visit Mesquite, TX	$519.50	2	$1,039.00	$0.00	

F. Contracts and Consultants

Item	Cost	Qty	Total	Change	Reason
Dr. Megan Thoen	$41.66	240	$9,998.40	$0.00	

Dr. Andy Young	$41.66	240	$9,998.40	$0.00
Dr. Brandi Pina-Watson	$33.33	180	$5,999.40	$0.00

G. Other Costs

Item	Cost	Qty	Total	Change	Reason

H. Indirect Costs

Item	Cost	Qty	Total	Change	Reason
Lubbock Police Department De Minimus	$66,733.20	10.00%	$6,673.32	$3,685.32	
Lubbock Police Department Year two	$0.00	0.00%	$0.00	-$6,603.00	• *Unsupported cost*

Notes:

N/A

Total Budget Costs: 73,407.00	Federal Share: 73,407.00	Applicant Share: 0.00

Budget Cleared Date: 09/14/2020

Overall Comments:

All costs listed in this budget were programmatically approved based on the final Budget Detail Worksheets submitted by your agency to the COPS Office. Maintenance agreements (if applicable) must be purchased and paid in full within the award period. Prior to the obligation, expenditure or drawdown of award funds for non-competitive contracts in excess of $250,000, the recipient must submit a sole source justification to the COPS Office for review and approval. Prior to the obligation, expenditure, or drawdown of award funds for consultant fees in excess of $650 per day when the consultant is hired through a noncompetitive bidding process, approval must be obtained from the COPS Office. If the vendor number on this form differs from the EIN number included in your application, then for administrative purposes only, we are assigning a different vendor number to your agency. The reason for this administrative change is that your original EIN number has been assigned to another agency. If this applies to your agency, please use the new vendor number on all financial documents related to this award. The vendor number should not be used for IRS purposes and only applies to this award.

Additional Comments:

N/A

U.S. DEPARTMENT OF JUSTICE
OFFICE OF COMMUNITY ORIENTED POLICING SERVICES
145 N Street, NE, Washington, D.C. 20530

COPS

Cooperative Agreement

Award Number 2020MHWXK017
Lubbock Police Department
TX15202

I. Statement of authority

This cooperative agreement between the Lubbock Police Department ("recipient") and the U.S. Department of Justice Office of Community Oriented Policing Services ("COPS Office") is hereby entered into under the authority of 34 U.S.C. 10381et seq. The purposes of this cooperative agreement are described below.

II. Statement of background and purpose

A. Background:

In the beginning of 2020, the Lubbock Police Department (LPD) experienced the devastating loss of an officer that was involved in a line-of-duty motor vehicle accident, an officer in crisis attempt suicide and another die by suicide. During the after-math of these events, the LPD staff scrambled to get resources in place for the officers who were on scene and for officers who were acquainted with the deceased. Limited resources were in place for crisis situations with LPD staff. Further, the two officer mental health critical incidents demonstrated a lack of mental health, peer mentoring support preparedness and resources for everyday professional and personal stressors. These events of 2020 illustrated the fact that LPD is in need of a structured and permanent mental health wellness program and a peer-to-peer support program.

B. Primary objective:

The Lubbock Police Department (TX) project has two overarching goals to improve and sustain mental health: 1) To implement a new peer mentoring program at LPD, and 2) Develop and Implement Mobile Accessibility to Wellness Resources.

III. Scope of Work

For a period hereinafter set forth, the COPS Office and the recipient will cooperatively furnish the necessary personnel, travel, supplies, and otherwise perform all things necessary for, or incident to, the performance of work (the accomplishment of functional objectives) as set forth here:

A. Specifically, the COPS Office will do the following:

1. Designate a program manager to participate in the planning and management of this cooperative agreement and to coordinate project activities.

2. Provide information and technical assistance from government sources within available resources and as determined appropriate by the program manager.

3. Provide guidance to the recipient in the planning and development of strategies used in the project and in the coordination of the project with law enforcement agencies and organizations interested in contributing their support.

4. Work with the recipient to meet the designated project tasks and timelines.

5. Review and approve required reports specific to each cooperative agreement, which may include periodic progress and financial reports, deliverables, evaluations, and other documentation requiring COPS Office approval for successful award administration.

6. Review and approve all training processes and deliverables including newly developed in-person or online training, pre-existing in-person or online training, all supplemental and additional resources, all trainers, and all marketing efforts.

7. Review and approve all project deliverables including innovation and pilot program publications, microgrant project publications, partnerships project publications, and all multimedia deliverables and marketing efforts.

8. Review and approve all proposed changes in key staff assignments to the project and any significant changes in the partner's and/or subrecipient's role or responsibilities.

9. Review and approve all proposed writers of any project deliverables.

10. Review and approve all subject matter experts (SME) and their assignments to any project deliverable.

11. Review and approve all subrecipients and formal partners.

12. Permit the recipient to copyright any work that is subject to copyright and was developed or for which ownership was acquired under this cooperative agreement in accordance with 2 C.F.R. § 200.315(b). The COPS Office reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes and to authorize others to do so. The COPS Office license applies to (1) the copyright in any work developed under this

cooperative agreement including any related subaward or contract and (2) any rights of copyright to which the recipient, including its subrecipient or contractor, purchases ownership with support from this cooperative agreement. In addition, the COPS Office may make any work that was developed or purchased under this cooperative agreement publicly available by any means without restriction, including on a U.S. Department of Justice website or social media account, as a hard copy, or in electronic form. The COPS Office also reserves the right, at its discretion, not to publish deliverables and other materials (e.g., reports, publications, manuals, and training curricula) developed under this cooperative agreement as U.S. Department of Justice resources.

B. Specifically, the recipient will do the following:

1. Designate a project officer to work closely with the COPS Office and its designated program manager to achieve the tasks specified in this cooperative agreement. The project officer must be an employee (not a contractor or consultant) of the recipient organization and have the authority to propose and approve modifications pursuant to Section VIII. of this cooperative agreement.

2. Be responsible for acquiring the rights, and ensuring that its subrecipients, contractors , and authors acquire the rights - including the payment of required fees, to use copyrighted material for inclusion in deliverables that are developed under this cooperative agreement. All licensing, publishing or similar agreements with a copyright holder, publisher or other relevant party must include provisions giving the COPS Office a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the work, in whole or in part (including create derivative works), for Federal Government purposes, and to authorize others to do so. If recipient retains a contractor or consultant to author or co-author a work under this cooperative agreement, the recipient must ensure that there is a written agreement with the contractor or consultant that either explicitly: (1) assigns and transfers all rights to the copyright in the work to the recipient for the full term of copyright or, if a copyright transfer is not feasible, (2) awards the COPS Office the same royalty-free, nonexclusive and irrevocable license to use, and authorize others to use, the work for Federal Government purposes as outlined in this cooperative agreement.

3. Represent and warrant that all deliverables under this cooperative agreement were produced in a manner that does not knowingly infringe upon or misappropriate the intellectual property rights, or violate the right to privacy, of any third party. The recipient will be responsible for defending or settling at its own expense any and all third party claims and liabilities arising out of or in connection with any infringement action related to work that was developed or for which ownership was acquired, under this cooperative agreement.

4. Provide further detail on project plans as requested by the program manager.

5. Adhere to the requirements or tasks specified in this cooperative agreement and not deviate from them unless requested adjustments are first presented to and approved by the program manager.

6. Submit for prior approval or disapproval to the program manager any proposed changes in key staff assignments to this project and any significant changes in any partner's and/or subrecipient's role or responsibilities.

7. Submit for prior approval to the program manager proposed writers of any project deliverables. The program manager will need to review each writer's resume and writing sample before approving the writer.

8. Submit for prior approval to the COPS Office program manager proposed SMEs to be used on the project. The COPS Office program manager will review each SME's resume before approving the SME.

9. Obtain written approval from the COPS Office prior to obligating, expending, or drawing down cooperative agreement funds for the award of noncompetitive contracts for goods or services (including equipment purchases) in excess of $250,000. See 2 C.F.R. § 200.324(b)(2).

10. Ensure that all proposed deliverables and publications follow and are in accordance with the COPS Office Editorial and Graphics Style Manual, which includes that all nonoriginal work should be credited as appropriate.

11. Submit one copy of all reports and proposed products and deliverables (written, visual, or sound; curricula, reports, or websites) or computer programs resulting from this cooperative agreement to the program manager at least 90 days prior to public release to allow for COPS Office review and feedback.

12. Include the following statement for all products and deliverables developed under this cooperative agreement (including written, visual, sound, websites, or any other format):

This project was supported, in whole or in part, by federal award number 2020MHWXK017 awarded to [entity] by the U.S. Department of Justice., Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) or contributor(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific individuals, agencies, companies, products, or services should not be considered an endorsement by the

author(s), contributors, or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues.

The Internet references cited in this publication were valid as of the date of this publication. Given that URLs and websites are in constant flux, neither the author(s) nor the COPS Office can vouch for their current validity.

Products and deliverables developed with award funds and published as a U.S. Department of Justice resource will contain the following copyright notice:

This resource was developed under a federal award and may be subject to copyright. The U.S. Department of Justice reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use the work for Federal Government purposes and to authorize others to do so. This resource may be freely distributed and used for noncommercial and educational purposes only.

13. Contact the program manager to determine if revenue generated from your award constitutes program income. Program income must be used to defray program costs and reduce the federal share of the project. See 2 C.F.R. § 200.307. In some cases, the recipient can work with the program manager to identify additional project-related allowable costs that could be supported by program income.

14. Forego any profit or management fee. See 2 C.F.R. § 200.400(g).

15. Ensure that all electronic and information technology deliverables (websites and web-based information, video and multimedia products, software applications and operating systems, and telecommunication products) are developed and produced in a format that is accessible and comply with section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d). Specifically, video should contain closed-captioning and audio description options. Electronic publications should be created in HTML, PDF fully tagged, or accessible text file format, and all web sites must be fully compliant with section 508 accessibility standards. For more information on section 508 accessibility requirements, consult https://www.section508.gov/.

16. If developing and/or delivering online and/or in-person training under this cooperative agreement, the COPS Office Curriculum Standards, Review, and Approval Process Guide, COPS Office Instructor Quality Assurance Guide, and the Video Development Process Guide must be followed. Courses already in existence that are part of this cooperative agreement must also comply with the aforementioned guides. A copy of these guides will be supplied electronically to you by the program manager, and they are also located on the COPS Office website for download at https://cops.usdoj.gov/training. All online and in-person courses (new

development and pre-existing courses) must be reviewed and approved by the COPS Office prior to delivery.

17. Report training data to the COPS Office by submitting all required training fields through the Online Training Tracker. The Tracker can be accessed through the Agency Portal on the COPS Office website at https://portal.cops.usdoj.gov/ or through the "Account Access" tab in the upper right corner of the COPS Office website homepage. All training data submissions must comply with the quarterly reporting dates unless otherwise directed by the program manager. Quarterly reporting dates are January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31. For a complete list of training data collection and submission requirements, contact your program manager or log into your account through the "Account Access" tab.

18. If developing or launching online courses under this cooperative agreement, ensure that online courses developed are compatible with the current platform used in the COPS Office Training Portal. Prior to the development of the online course, the recipient must receive guidance and work with the COPS Office to ensure compatibility. Online courses developed through this cooperative agreement must be reviewed and approved by the COPS Office prior to launching the course. Any pre-existing online courses being sponsored by the COPS Office under this coperative agreement must also be reviewed and approved by the COPS Office before using the COPS Office-sponsorship with the courses.

19. At the request of the COPS Office, submit all website(s) and web-based information developed through this cooperative agreement to the COPS Office. The information will be submitted in a format that will enable the COPS Office to reproduce the website(s) and web-based information on alternative web-based platforms.

20. If required, submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete.

21. Agree to cooperate with the monitor or evaluator if monitoring or an evaluation of this project is to be undertaken by the COPS Office or a third party, and in consultation with the COPS Office, agree to make reasonable adjustments to programs and activities in recognition of significant points of evaluation or feedback and to remedy any violations of the terms and conditions of this award.

22. Be responsible for the development, approval, and oversight of any subawards. See 2 C.F.R. §§ 200.330 - 200.332. The recipient will ensure that the award terms and conditions flow down to its subrecipients including all applicable uniform administrative requirements, costs principles, and audit requirements set forth in 2 C.F.R. Part 200. See 2 C.F.R. § 200.101(b)(1). The recipient will also ensure that subrecipients maintain effective control and accountability over all funds, property and other assets covered by subawards and that each subrecipient establishes and uses internal fiscal and program management procedures sufficient to prevent fraud, waste, or abuse.

23. At the request of the COPS Office, work to develop a marketing plan to increase the visibility of the project and any accompanying outcomes or deliverables. The recipient will coordinate any marketing activities with the COPS Office.

24. Obtain approval from the COPS Office prior to conducting any public communication activities (in any format including conference panel submissions, press statements, website and social media content) related to this project or to the COPS Office.

25. Work closely with your program manager to respond to peer reviewer, vetting, and other COPS Office staff comments on all deliverables within 30 days of receipt unless otherwise directed.

26. Obtain written approval from the COPS Office prior to entering into any contract, agreement, or other obligation for costs related to any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award. Submit the Conference Cost Request/Reporting Form (CCR) at least 90 days prior to event to the Conference Cost Request mailbox at COPS.Conferencecosts@usdoj.gov and copy your program manager. Contact your program manager to obtain the CCR form. The document will have you break out each event or training deliveries and ensures that all costs comply with current guidelines and policies on event or training planning, food and beverages, and minimizing costs. Training or events should not be scheduled or delivered prior to receiving notice from your program manager that the CCR is approved. For more information on allowable costs for conferences and training, please see the current version of the DOJ Grants Financial Guide in effect at the time of the award available at https://ojp.gov/financialguide/DOJ/index.htm.

27. Ensure that all conference or similar event costs comply with current and future guidelines and policies that you receive from the COPS Office on conference planning, food and beverages, minimizing costs, and conference cost reporting.

28. Provide the program manager with the following information within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded

under this award, if the total cost of which exceeds $20,000 in award funds:

- Name of the event
- Event dates
- Location of event
- Number of federal attendees
- Number of nonfederal attendees
- Costs of event space, including rooms for breakout sessions
- Costs for audio visual services
- Other equipment costs (e.g., computer fees, telephone fees)
- Costs of printing and distribution
- Costs of meals provided during the event
- Costs of refreshments provided during the event
- Costs of event planner
- Costs of event facilitators
- Any other direct costs associated with the event

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- Meals and incidental expenses (M&IE portion of per diem)
- Lodging
- Transportation to or from event location (e.g., common carrier, privately owned vehicle (POV))
- Local transportation (e.g., rental car, POV) at event location
- Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

29. If applicable, submit all approved indirect cost rates covering the award period to the COPS Office within 30 days of approval from the cognizant federal agency.

If a provisional indirect cost rate is in effect at award closeout, the recipient will proceed with closeout and complete an expenditure analysis upon receipt of the approved final indirect cost rate to determine if an adjustment is necessary. If the recipient drew down excess COPS Office funding for indirect costs, the recipient must return the overpayment to the COPS Office. If the recipient incurred additional indirect costs, the recipient may request a budget modification if the award is still open and there are remaining award funds available for drawdown. If the recipient returns or draws down COPS Office funding, the recipient will promptly submit a revised final Federal Financial Report (SF-425).

The recipient should pay particular attention to the following two areas listed below to ensure that their application of indirect cost rate is in compliance with the existing requirements of the government-wide award rules set out by the Office of Management and Budget (OMB):

a. $25,000 Subcontract/Subaward Limitation: Indirect cost rates negotiated on the basis of modified total direct costs may only be applied against the first $25,000 of any subcontract or subaward under the agreement. This limitation must be applied to all conference related subcontracts and subawards, including those with hotels and travel agents. See 2 C.F.R. § Part 200, Appendix III.C.2 (Indirect costs – Institutions of Higher Education); 2 C.F.R. § Part 200, Appendix IV.B.2c (Indirect costs – Nonprofit Organizations); or 2 C.F.R. § Part 200, Appendix VII.C.2c (Indirect costs – States, Local Governments, and Indian Tribes).

b. Participant Support Costs: Participant support costs are generally excluded from the distribution base. Therefore, indirect costs may not be applied against participant support costs. Participant support costs are direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with meetings, conferences, symposia, or training projects. See 2 C.F.R. § 200.75. This exclusion applies to the entirety of any subcontracts for the lodging and travel of conference participants or trainees (but not employees). Costs related to contractors of the recipient who are acting in the capacity of a "Conference Trainer/Instructor/ Presenter/Facilitator" are considered participant support costs.

For more information on allowable costs for conferences and training, please see the current version of the DOJ Grants Financial Guide in effect at the time of the award available at https://ojp.gov/financialguide/DOJ/index.htm.

If the recipient has never received a federally approved indirect cost rate, it may elect to charge a de minimis rate of 10 percent of modified total direct costs (MTDC) in lieu of negotiating a rate with the cognizant federal agency. See 2 CFR § 200.414(f).

30. Notify and consult with the COPS Office prior to establishing a formal partnership with any nonfederal entity, including soliciting and accepting free goods or services, on activities under this cooperative agreement.

31. Unless authorized by the COPS Office, the recipient and its subrecipients and contractors will not disclose any project-related confidential information, including nonpublic, personally identifiable, or sensitive law enforcement information collected from interviews; peer-to-peer exchanges; direct observation note; data analysis; research; or working papers. The recipient will also ensure that its subrecipients and contractors properly safeguard and dispose of all project-related records in any format containing confidential information during and after

performance to protect against the unauthorized access to or disclosure of such information. Any unauthorized disclosure of project-related confidential information or records may result in termination of the recipient's—including its subrecipient's and contractor's—involvement in project activities.

32. Obtain written approval from the COPS Office prior to adding any new subaward or subrecipient that was not previously included or identified in the last approved project budget. See 2 C.F.R. § 200.308(c)(1)(vi).

C. The recipient acknowledges the following:

1. If any part of the funded project contains research or statistical activities that involve human subjects who are not covered by an exemption set forth in 28 C.F.R. § 46.101(b), the recipient must comply with the requirements in the U.S. Department of Justice's common rule regarding the Protection of Human Subjects, 28 C.F.R. Part 46, including Institutional Review Board (IRB) approval and the appropriate assurances prior to the expenditure of federal funds to perform such activities. The recipient also agrees to comply with 28 C.F.R. Part 22 regarding the safeguarding of individually identifiable information collected from research participants. For general information on U.S. Department of Justice human subjects and privacy protections, please visit https://www.nij.gov/funding/humansubjects/Pages/welcome.aspx.

2. Implementation of this award will be subject to federal monitoring, auditing, or evaluation, and/or a single audit in accordance with 2 C.F.R. § 200.501. The recipient agrees to cooperate with such activities by providing access to and copies of, as appropriate, all project-related records, documents and personnel. A recipient that expends $750,000 or more in federal funds (from all sources) during the recipient's fiscal year must have a single audit conducted in accordance with 2 C.F.R. § 200.514, except when it elects to have a program-specific audit conducted in accordance with 2 C.F.R. § 200.501(c). For-profit (commercial) entities should follow the dollar threshold in 2 C.F.R. § 200.501 in determining whether to conduct an audit in accordance with the Government Auditing Standards.

3. Failure to comply with the terms and conditions of this award may result in legal sanctions including, but not limited to, suspension and termination of funds, repayment of expended funds, and ineligibility to receive additional COPS Office funding.

4. False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, or any other remedy available by law to the Federal Government.

D. Specific requirements

At a minimum, the following specific requirements will be fulfilled by the recipient during the specified timeframe.

Task 1. Project kick-off meeting: The recipient will participate in a project kick-off meeting within 30 days of award acceptance. The meeting will address administrative and programmatic requirements, project objectives, expectations, roles and responsibilities, deliverables, timeline, budget, communication, and contact information. The kick-off meeting should include all key staff and working partners.

Task 2. Project administration: The recipient will administer the project and deliverables as stated in the project and budget narrative, with the exception of changes identified during the kick-off meeting. Any modifications to the project scope will be bi-laterally agreed and included as an addendum to this cooperative agreement.

Task 3. Quarterly project updates: The recipient will provide project updates on a quarterly basis as agreed upon during the project kick-off meeting (see Task 1). Updates will include status of all tasks, deliverables, personnel changes and any budget updates.

Task 4. FY20 LEMHWA cohort: The recipient will participate on cohort calls and other coordination activities as organized by the COPS Office.

Task 5. Wellness Program Implementation: The awardee will create a Wellness Advisory Committee that includes a new Peer Support Team and OSW resources for staff. The peer support team will get training and continuing education.

Task 6. OSW Website: The awardee will contract with a developer to create a custom website that will be mobile friendly to allow LPD officers to connect with mental health and wellness resources.

Task 7. Project Report. The recipient will develop a project report that describes the peer support project including a summary of the program, peer support activities, and examples of any marketing materials. This report will also include documentation of the project's performance measures and metrics. The recipient will submit the report to the COPS Office for review and approval.

Task 8. CP Dispatch E-Newsletter article: The recipient will develop at least one article for the COPS Office e-newsletter during the award period. This article will relate to the COPS Office–funded project and will be done in collaboration with the program manager. The article will be subject to the review and approval of the COPS Office prior to publication.

Task 9. Respond to comments: Work with the COPS Office and the program manager to address peer review, program manager, vetting, and other COPS Office staff comments regarding the CP Dispatch article and Project Report.

E. Performance timeline and deliverables

The following is a performance timeline for all deliverables and their due dates (based upon an award date of 09/01/2020) that are considered to be significant in the performance of this cooperative agreement. One electronic copy of deliverable items will be delivered and in accordance with the following schedule:

Kickoff Meeting September 2020
Wellness Program Implementation June 2022
OSW Website February 2022
CP Dispatch Article June 2022
Project Report August 2022

All deliverable items will be furnished to the following:

Camisha Amaker
U.S. Department of Justice
COPS Office
145 N Street NE, 11th Floor
Washington, DC 20530
202-514-0197 or camisha.amaker@usdoj.gov

F. Financial status reports

The recipient must provide a quarterly report of actual expenditures related to project activity on a cumulative basis. Specifically, the recipient is required to submit quarterly Federal Financial Reports on the Standard Form 425 (SF-425) within 30 days after the end of each quarter (January 1 – March 31, April 1 – June 30, July 1 – September 30, and October 1 – December 31). A final SF-425 is due within 90 days after the end of the award period. Recipients must submit the quarterly SF-425 online. Visit the COPS Office Agency Portal Login page at https://portal.cops.usdoj.gov/.

G. Programmatic progress reports

The recipient will provide periodic progress reports detailing project activity. Specifically, the recipient will submit progress reports through the COPS Office online progress reporting

system in the frequency requested. These progress reports should be received by the COPS Office within 30 days of the end of the reporting period. The recipient will also submit a final progress report to the COPS Office within 90 days of the end of the award period.

IV. Period of performance

The period of performance of this cooperative agreement is 24 months from the cooperative agreement start date (award period 09/01/2020 to 08/31/2022).

V. Financial administration

A. Funding

The total amount of federal funding to be provided under this cooperative agreement is stated on the award document, award congratulatory letter, and official Financial Clearance Memorandum (FCM).

B. Travel

All travel plans related to the cooperative agreement and to the development of the deliverables will be submitted to the program manager for review by the COPS Office. Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.474.

C. Consultant rates

Unless otherwise approved by the COPS Office, approved consultant rates will be based on the salary a consultant receives from his or her primary employer, as applicable, up to $650 per day. For consultant or contractor rates that exceed $650 per day, the COPS Office requires written justification if the consultants or contractors are hired through a noncompetitive bidding process. Authorization requires submitting a detailed written justification of the consultant rate to the program manager. Specific and detailed written justification for each additional consultant must be submitted to and approved by the COPS Office prior to obligation or expenditure of such funds.

D. Project budget

The approved project budget is incorporated herein and made a part of this cooperative agreement. For federal awards in excess of $250,000, any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10

percent (10%) of the total approved budget requires prior written approval by the COPS Office. See 2 C.F.R. § 200.308(e). Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. See 2 C.F.R. § 200.308(c)(1)(i).

In requesting a modification, the recipient will set forth the reasons and the basis for the proposed change and any other information deemed helpful for review by the COPS Office. Modifications are evaluated on a case-by-case basis. The COPS Office will not approve any modification request that results in an increase of federal funds.

E. Payment

All costs claimed for reimbursement and payment, including the final payment, must be submitted via the Grant Payment Request System (GPRS).

F. No-cost extensions of time

The recipient must provide a reasonable justification for delays in implementing this cooperative agreement to be granted a no-cost extension. A request for an extension of the award period to receive additional time to implement the funded program is at the discretion of the COPS Office. Such extensions do not provide additional funding.

G. Employment

The recipient acknowledges that nothing in this cooperative agreement creates an employment relationship with the COPS Office or with the Federal Government or to require provision of any benefits incident to employment.

VI. Points of contact

A. COPS Office Program Manager
Camisha Amaker
U.S. Department of Justice
COPS Office
145 N Street, NE, 11th Floor
Washington, DC 20530
202-514-0197 or camisha.amaker@usdoj.gov

B. Recipient Project Officer
Chief Floyd Mitchell

Administrator Amber Aguilar
P.O. Box 2000
916 Texas Avenue
Lubbock, TX 79401

VII. General provisions

The recipient of record must follow all requirements imposed by the U.S. Department of Justice as an award term, condition, or administrative requirement of the award, including the applicable COPS Office Program Award Owner's Manual; the COPS Office Assurances and Certifications; the COPS Office statute (34 U.S.C. § 10381 et seq.); 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards); the current edition of the COPS Office Grant Monitoring Standards and Guidelines; the COPS Office Editorial and Graphics Style Manual; and all other applicable program requirements, laws, orders, regulations, or circulars.

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," the COPS Office encourages recipients of U.S. Department of Justice funds to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

VIII. Modifications

The designated COPS Office program manager and recipient project officer (under section VI.A and VI.B) for their respective organizations have the authority to propose and approve any modifications to this cooperative agreement. Modifications to this cooperative agreement may be proposed at any time during the period of performance by either party, and will become effective upon written approval by both parties.

IX. Incorporation by reference; effective date

By signing the award document, the responsible parties designated below have entered into this cooperative agreement, which is incorporated by reference into the award document. This cooperative agreement is effective as of the date that the last responsible party signs the award document.

Phillip E. Keith, Director
Office of Community Oriented Policing Services

Chief Floyd Mitchell
Lubbock Police Department

Administrator Amber Aguilar
Lubbock Police Department

Updated on 9/15/2020

Revised Copy

Regular City Council Meeting **7. 3.**

Meeting Date: 09/22/2020

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing a portion of a water and sewer line easement located in Block 1, Lubbock Christian College Addition, Lubbock County, Texas, 5501 22nd Street.

Item Summary

This ordinance abandons and closes a portion of a water and sewer line easement located in Block 1, Lubbock Christian College Addition, Lubbock County, Texas. A new sewer line easement will be dedicated to accommodate the change as shown on the attached exhibit.

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 Portion of a Water and Sewer Line Easement- Block 1 Lubbock Christian College

Exhibit A Ordinance Abandon and Colse a Portion of a Water and Sewer Line Easement - Block 1 Lubbock Christian College

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A WATER AND SEWER LINE EASEMENT LOCATED IN BLOCK 1, LUBBOCK CHRISTIAN COLLEGE ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the 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-Water and Sewer Easement-Block 1, Lubbock Christian College Addition
8.27.20

EXHIBIT
tabbies
"A"

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of a 0.1612-acre parcel, being a portion of a 20.00 foot water and sewer easement described in Volume 673, Page 37, Deed Records of Lubbock County, Texas (DRLCT), and corrected in Block 1, Lubbock Christian College Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Volume 875, Page 597, DRLCT, being further described as follows:

BEGINNING at a MAG nail with washer set in the Northline of said 20.00 foot water and sewer easement, for the Northeast corner of this parcel with a coordinate of North: 7272684.22, East: 923486.06, which bears N. 01°50'08" E. a distance of 1238.83 feet and N. 89°34'52" W. a distance of 136.16 feet from a chiseled "X" found at the point of intersection of tangents of the Southeast corner of said Lubbock Christian College Addition, Block 1;

THENCE S. 00°25'08" W. a distance of 20.00 feet to a MAG nail with washer set in the South line of said 20.00 foot water and sewer easement, for the Southeast corner of this parcel;

THENCE N. 89°34'52" W. along said South line of said 20.00 foot water and sewer easement a distance of 351.05 feet to a 60d nail set for the Southwest corner of this parcel;

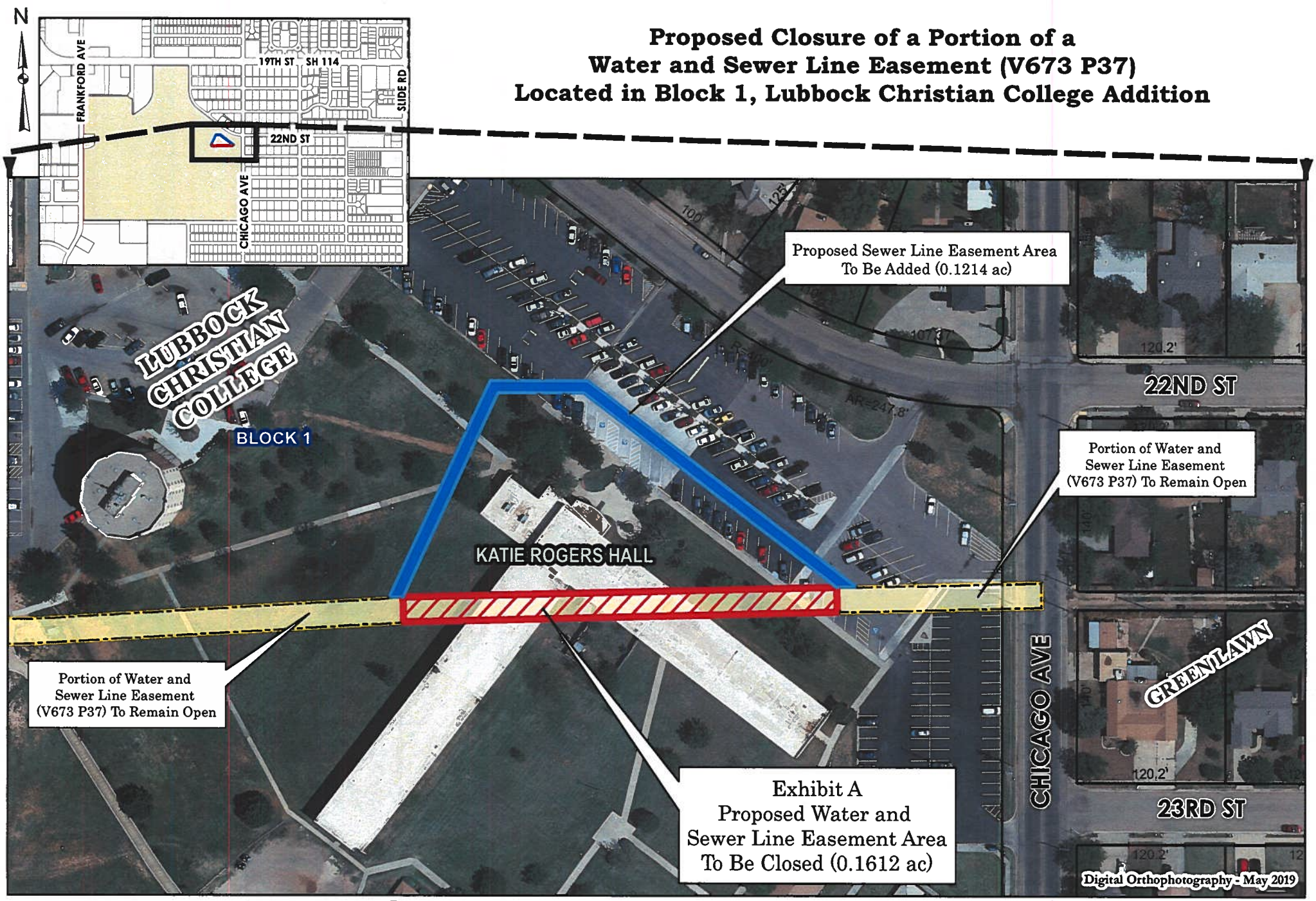
THENCE N. 00°25'08" E. a distance of 20.00 to a 60d nail set in said North line of said 20.00 foot water and sewer easement for the Northwest corner this parcel;

THENCE S. 89°34'52" E. along said North line of said 20.00 foot water and sewer easement a distance of 351.05 feet to the Point of Beginning.

Contains: 0.1612 acres.

NOTICE: This electronic file is provided for convenience purposes and is a verbatim copy of a certified description retained on file at Hugo Reed and Associates, Inc. In any case of discrepancy, the certified description governs.

Proposed Closure of a Portion of a Water and Sewer Line Easement (V673 P37) Located in Block 1, Lubbock Christian College Addition



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.

City of Lubbock TEXAS

Regular City Council Meeting **7. 4.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Engineering: Consider a resolution authorizing the Mayor to execute an Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) to widen the 114th Street corridor from Quaker Avenue to Indiana Avenue in Lubbock, Texas.

Item Summary

The Lubbock Metropolitan Planning Organization approved the use of Category 7 "Urban Mobility Funds" for the widening of 114th Street from Quaker Avenue to Indiana Avenue. This is an Advanced Funding Agreement between the City of Lubbock and TxDOT that will allocate federal funds for that purpose. The costs will be allocated based on 80% federal funding, with the remaining 20% of the funding being provided by the City of Lubbock.

The total cost of the project is estimated at $11,460,30. The City's portion will be $2,353,020. Although construction is not planned until TxDOT Fiscal Year 2022, the City must make an initial payment to TxDOT with the execution of this Advanced Funding Agreement. The initial payment to TxDOT is $188,740. The remaining City portion of the project, $2,164,280, will be paid before the start of construction.

Fiscal Impact

$1,151,000 is appropriated in Capital Improvement Project 92670, 114th Street from Quaker Avenue to Indiana Avenue, with $188,740 available for this purpose. The additional funding due from the City prior to construction, will be appropriated in a future year.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager

Attachments

Resolution
AFA Contract
Location Exhibit
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Advance Funding Agreement, Contract No. 15496, by and between the City of Lubbock and the State of Texas acting through the Texas Department of Transportation (TxDOT) for the widening of 114th Street, from Quaker Avenue to Indiana Avenue. 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:

_____
Jesica McEachern, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.AFA 114th Quaker & Indiana
09.04.20

TxDOT:			Federal Highway Administration:	
CSJ #	0905-06-118		CFDA No.	20.205
District #	05 Lubbock		CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650			
Project Name	114th Street- Quaker to Indiana		*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
STP-MM Reconstruction Project
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **City of Lubbock**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

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

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115550** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the construction of 114th Street from Quaker Avenue to Indiana Avenue.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **09/22/2020**, which is attached to and made a part of this Agreement as Attachment A, Resolution, Ordinance, or Commissioners Court Order (Attachment A). A map showing the Project location appears in Attachment B, Location Map Showing Project (Attachment B), which is attached to and made a part of this Agreement.

TxDOT:			Federal Highway Administration:	
CSJ #	0905-06-118		CFDA No.	20.205
District #	05 Lubbock		CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650			
Project Name	114th Street- Quaker to Indiana		*AFA Not Used For Research & Development*	

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

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	**N/A**	Utilities	Article 8
2.	**N/A**	Environmental Assessment and Mitigation	Article 9
3.	**N/A**	Architectural and Engineering Services	Article 11
4.	**State**	Construction Responsibilities	Article 12
5.	**N/A**	Right of Way and Real Property	Article 14

2. Period of the Agreement

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

3. Scope of Work

The scope of work for the Project consists of the construction of 114th Street, from Quaker Avenue to Indiana Avenue, widening of a non-freeway, in Lubbock, Texas as shown on Attachment B.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment C, Project Budget (Attachment C) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local

Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

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

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;
B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

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

7. Remedies

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

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any

change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq.,

including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title,

and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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

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

17. Legal Construction

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

18. Responsibilities of the Parties

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

19. Ownership of Documents

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

20. Compliance with Laws

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

21. Sole Agreement

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

22. Cost Principles

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

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA

and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of

enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

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

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

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

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

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

TxDOT:			Federal Highway Administration:	
CSJ #	0905-06-118		CFDA No.	20.205
District #	05 Lubbock		CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650			
Project Name	114th Street- Quaker to Indiana		*AFA Not Used For Research & Development*	

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

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

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

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

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

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

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

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

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

32. Signatory Warranty

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

TxDOT:			Federal Highway Administration:	
CSJ #	0905-06-118		CFDA No.	20.205
District #	05 Lubbock		CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650			
Project Name	114th Street- Quaker to Indiana		*AFA Not Used For Research & Development*	

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT

Daniel M. Pope, Mayor

Date

ATTEST:

Rebecca Garza, City Secretary

Date

APPROVED AS TO CONTENT:

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

9/8/20
Date

APPROVED AS TO FORM:

Kelli Leisure, Assistant City Attorney

9-4-20
Date

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

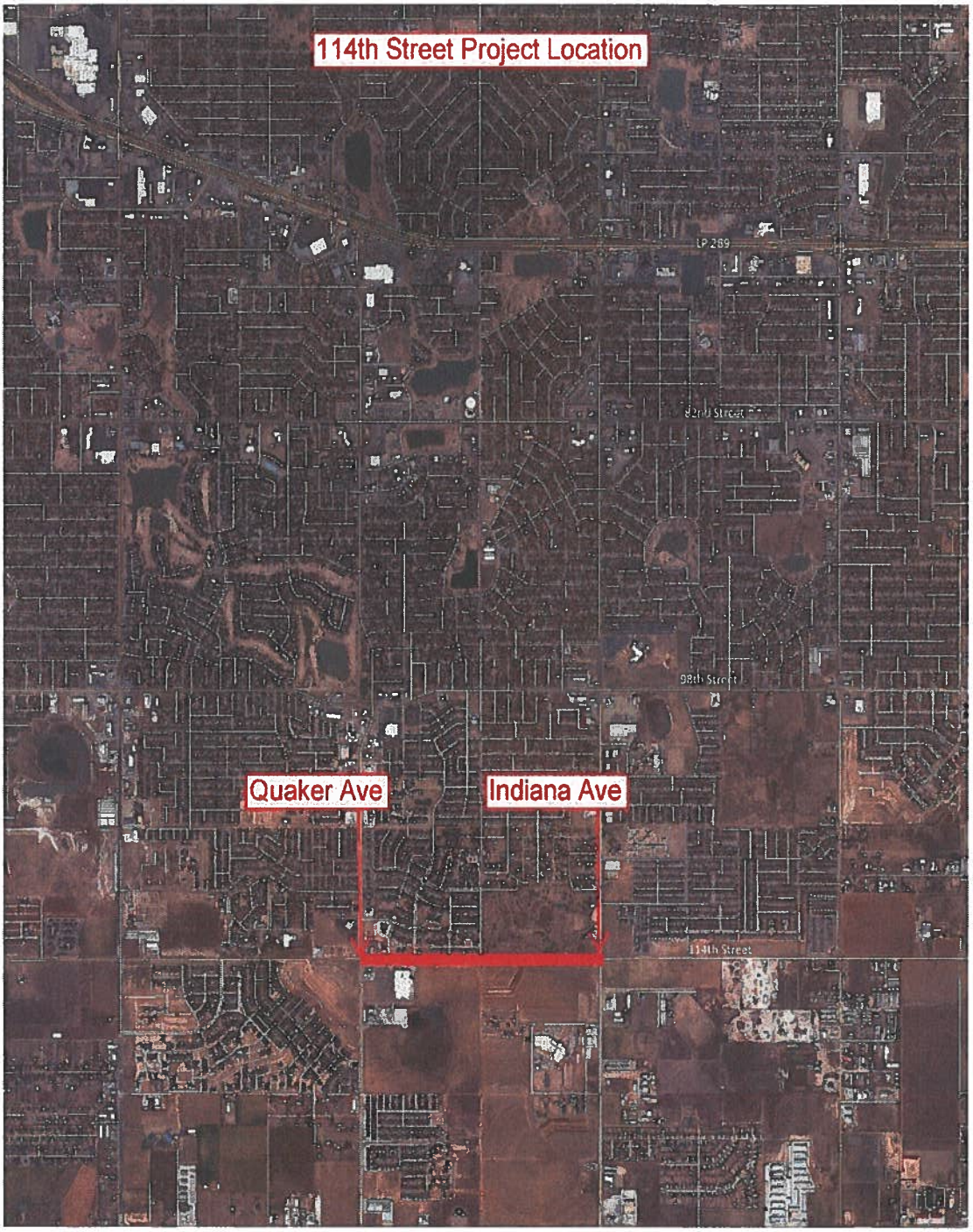
Date

TxDOT:			Federal Highway Administration:	
CSJ #	0905-06-118		CFDA No.	20.205
District #	05 Lubbock		CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650			
Project Name	114th Street- Quaker to Indiana		*AFA Not Used For Research & Development*	

ATTACHMENT A
RESOLUTION, ORDINACE, OR COMMISSIONERS COURT ORDER

TxDOT:			Federal Highway Administration:	
CSJ #	0905-06-118		CFDA No.	20.205
District #	05 Lubbock		CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650			
Project Name	114th Street- Quaker to Indiana		*AFA Not Used For Research & Development*	

ATTACHMENT B
LOCATION MAP SHOWING PROJECT



TxDOT:			Federal Highway Administration:	
CSJ #	0905-06-118		CFDA No.	20.205
District #	05 Lubbock		CFDA Title	Highway Planning and Construction
Code Chart 64 #	25650			
Project Name	114th Street- Quaker to Indiana		*AFA Not Used For Research & Development*	

ATTACHMENT C
PROJECT BUDGET

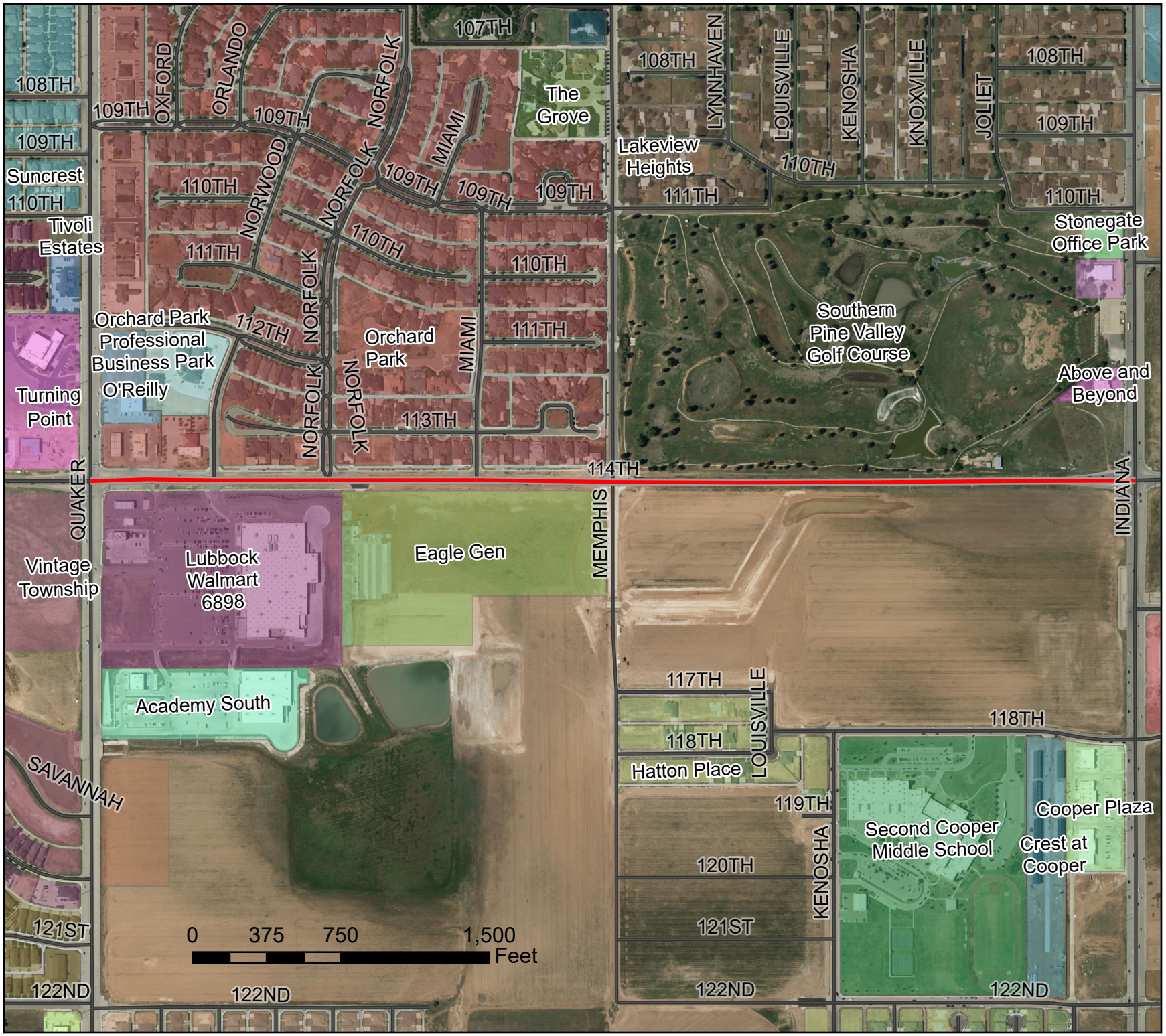
Except for Indirect State Costs, all other Costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (by State)	$9,700,000	80.00%	$7,760,000	0.00%	$0	20.00%	$1,940,000
Subtotal	$9,700,000.00	80.00%	$7,760,000.00	0.00%	$0	20.00%	$1,940,000.00
Environmental Direct State Costs	$87,300.00	80.00%	$69,840.00	0.00%	$0	20.00%	$17,460.00
Right of Way Direct State Costs	$43,700.00	80.00%	$34,960.00	0.00%	$0	20.00%	$8,740.00
Engineering Direct State Costs	$388,000.00	80.00%	$310,400.00	0.00%	$0	20.00%	$77,600.00
Utility Direct State Costs	$43,700.00	80.00%	$34,960.00	0.00%	$0	20.00%	$8,740.00
Construction Direct State Costs	$1,121,400.00	80.00%	$897,120.00	0.00%	$0	20.00%	$224,280.00
Indirect State Costs	$76,200.00	0.00%	$0.00	0.00%	$0	100.00%	$76,200.00
Subtotal	$1,760,300.00	80.00%	$1,347,280.00	0.00%	$0	20.00%	$413,020.00
TOTAL	**$11,460,300.00**	**80.00%**	**$9,107,280.00**	**0.00%**	**$0**	**20.00%**	**$2,353,020.00**

Initial payment by the Local Government to the State: $188,740
Payment by the Local Government to the State before construction: $2,164,280
Estimated total payment by the Local Government to the State: $2,353,020
This is an estimate. The total amount of Local Government participation will be based on actual costs.

114th Street

Indiana to Quaker



City of Lubbock TEXAS

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

City of Lubbock, TX
Capital Project
September 22, 2020

Capital Project Number:	92670
Capital Project Name:	114th Street Quaker Avenue to Indiana Avenue Design

		Budget
Encumbered/Expended		
Contract 15317 with Freese and Nichols, Inc.	$	894,150
Agenda Item September 22nd, 2020		
Contract 15496 AFA with TxDOT		188,740
Encumbered/Expended To Date		1,082,890
Estimated Costs for Remaining Appropriation		
Construction of Roadway Improvements		68,110
Remaining Appropriation		68,110
Total Appropriation	$	1,151,000

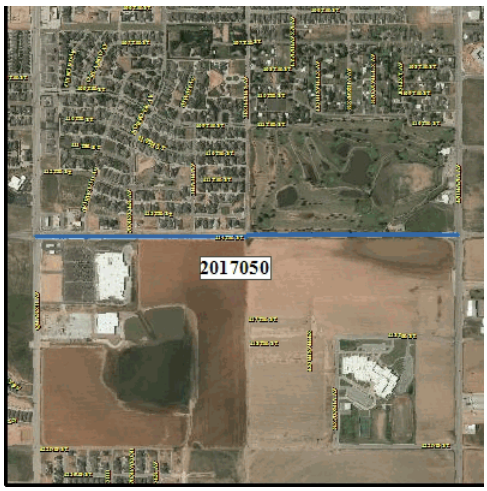
Project Name **114th Street - Quaker Ave to Indiana Ave - Design** *Project Number* **92670**

Managing Department **Engineering**

Project Manager **Josh Kristinek**

Project Classification **New Roadways**

Project Status **Approved**



Project Scope

This roadway is designated on the 2007 Thoroughfare Plan to become a T-2(5-lane) Thoroughfare. Improvements will also be made to the pedestrian elements as well as the street lighting and the drainage.

Project Justification

The City of Lubbock continues to strive to meet the transportation needs of its citizens. We must continue to anticipate the infrastructure needs for a growing populous in order to provide a safe and effective transportation system. Due to continued development in the area this roadway has become congested and the road bed itself is requiring constant maintenance in order to serve the traveling public.

The MPO has approved this project to be included in its updated 10-year plan. Construction funding participation is scheduled to begin in TXDOT FY 2022.

Project History

$1,000,000 was appropriated in FY 2019-20, Budget Amendment No. 22, Ord. No. 2020-O0059, May 12, 2020.
$151,000 was appropriated in FY 2019-20, BCR# 1920-10, August 25, 2020.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Project Amount
Design and Engineering	1,151,000	0	0	0	0	0	0	1,151,000
Total Project Appropriation	1,151,000	0	0	0	0	0	0	1,151,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Funding
FY 2015 Gateway Streets Revenue CO's	111,704	0	0	0	0	0	0	111,704
FY 2018 Gateway Streets CO's	39,296	0	0	0	0	0	0	39,296
FY 2020 Gateway Streets Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
Total Funding Sources	1,151,000	0	0	0	0	0	0	1,151,000

		Unappropriated Planning Years					
Operating Budget Impact	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Regular City Council Meeting **7. 5.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Engineering: Consider a resolution approving the inclusion of medians and islands in the Lubbock Business Park, in accordance with the City of Lubbock Code of Ordinances, Section 38.05.001(17).

Item Summary

Lubbock Economic Development Alliance (LEDA) and Parkhill Smith and Cooper have requested approval of inclusion of medians and islands in the Lubbock Business Park located within the general boundaries of Interstate 27 to the west, Martin Luther King, Jr. Boulevard to the east, East Ursuline Street to the south, and East Kent Street to the north.

Development within the Lubbock Business Park includes boulevard street sections with landscaped medians. In accordance with the City of Lubbock ordinances, the streets adjacent to the medians are either already built in concrete or are planned to be built in concrete for future pavement sections. LEDA owns and maintains all of the medians within the Lubbock Business Park. The medians serve two purposes: conveyance of storm water to the detention basin located at the southwest corner of the park, and beautification of the park.

The Lubbock Business Park was master planned in 2007, and a preliminary plat including medians, was submitted for approval at that time. The City Council approved capital project 92160 in FY 2008-09 to build what is now Lubbock Business Park Boulevard. That project specifically included medians in the project scope and was approved as such. Subsequent development has followed the original intent, and infrastructure development has been phased as tenant demand dictates.

The attachments provided include a resolution with an overall master plan concept and an overview of currently planned or built projects that reflect developed streets, plus two projects under design (Ivory Avenue south of Lubbock Business Park Boulevard, and a southern extension of North King Street). It is anticipated that other streets will be constructed in the future as development dictates, and most of those streets are expected to have landscaped medians as well.

This item is requesting Council approval for the continued use of landscaped medians and islands throughout the Lubbock Business Park, on behalf of LEDA, as well as the other medians in the Lubbock Business Park that have not previously been approved. This request is for existing streets, Ivory Avenue which is under design, and also all future boulevard streets, with acknowledgement that ultimate street layout must be approved by the City through the regular platting and paving approval process.

Fiscal Impact

None

Staff/Board Recommending
Jesica McEachern, Assistant City Manager

Attachments

Resolution
LBP Overview_09-2020

RESOLUTION

WHEREAS, Chapter 38, Section 38.05.001(17) of the Code of Ordinances of the City of Lubbock (Subdivision Regulations) requires City Council approval of a street design which will include a median or island within the street; and

WHEREAS, the Owner/Developer of Lubbock Business Park has requested that the City Council approve a street design that will include medians and islands in streets within the boundaries of this development, as generally depicted in the site plan for Lubbock Business Park, attached hereto as Exhibit "A", an addition to the City of Lubbock, Texas; and

WHEREAS, said medians and islands are to remain under private ownership and will be permanently owned and maintained as open space area by the Lubbock Economic Development Alliance (the "Developer"); 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 inclusion of medians and islands in the streets within the boundaries of Lubbock Business Park, a general depiction of which is attached hereto as Exhibit "A", to be owned and maintained by the Lubbock Economic Development Alliance; and

THAT, as a condition of approval, if any, of medians and islands in the streets located within Lubbock Business Park, the Developer shall be required to present to the City Engineer the design and construction proposal of a street pavement structure adjacent to such medians and islands that exceeds the minimum standard specifications for street paving, and that design and construction proposal must be approved by the City Engineer.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

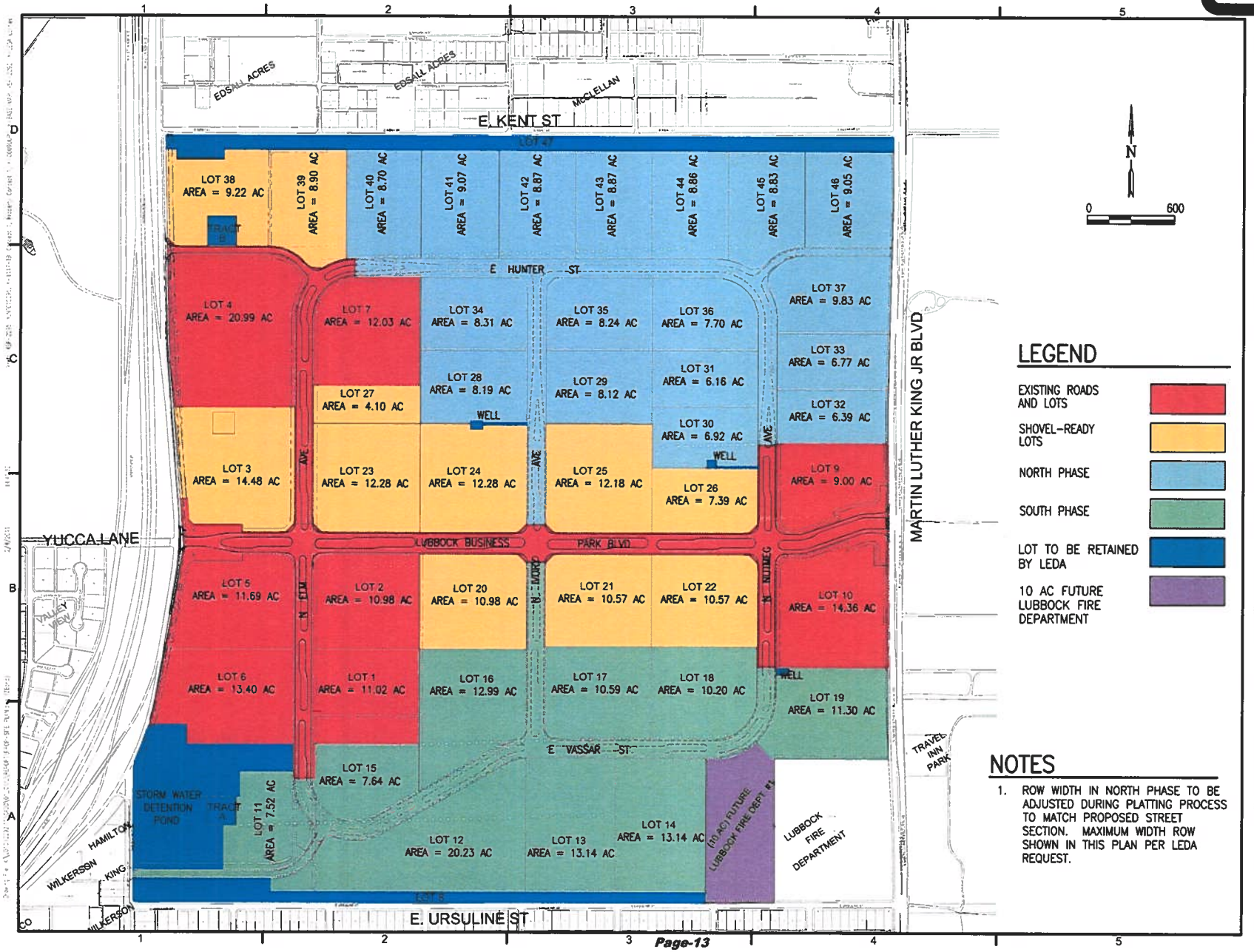
APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

EXHIBIT
A



LEGEND

- EXISTING ROADS AND LOTS
- SHOVEL-READY LOTS
- NORTH PHASE
- SOUTH PHASE
- LOT TO BE RETAINED BY LEDA
- 10 AC FUTURE LUBBOCK FIRE DEPARTMENT

NOTES

1. ROW WIDTH IN NORTH PHASE TO BE ADJUSTED DURING PLATTING PROCESS TO MATCH PROPOSED STREET SECTION. MAXIMUM WIDTH ROW SHOWN IN THIS PLAN PER LEDA REQUEST.

PSC
PARKHILL SMITH & COOPER

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

LUBBOCK BUSINESS PARK

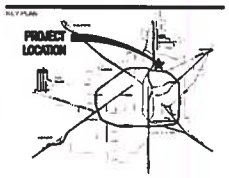
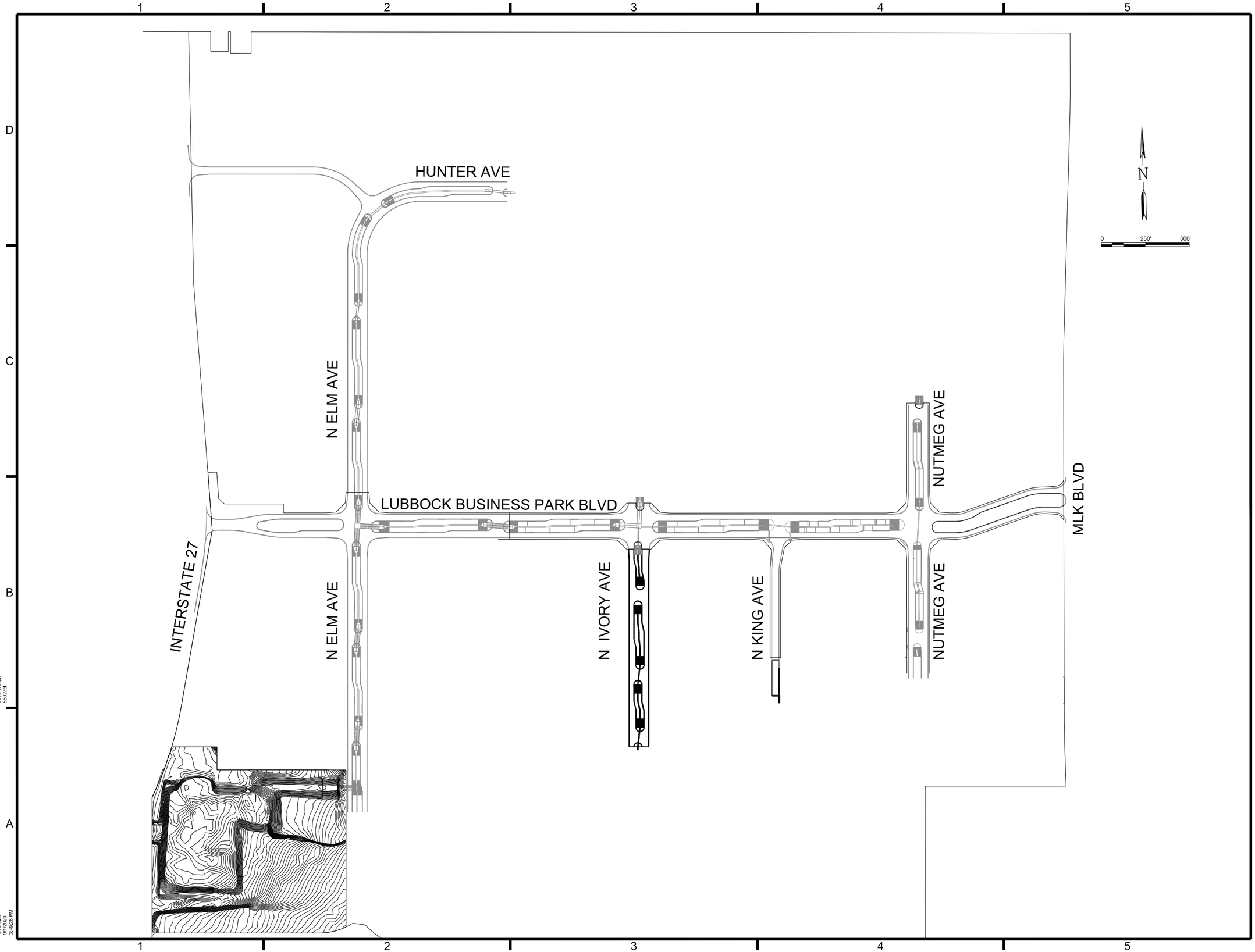


EXHIBIT 7-
PROPOSED
SITE PLAN



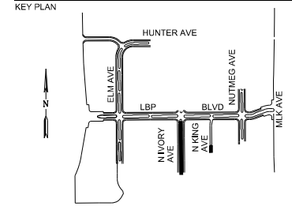
Parkhill

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE™

LUBBOCK BUSINESS PARK

1500 BROADWAY FL 6
LUBBOCK, TX
79401

KEY PLAN



NO	DATE	DESCRIPTION

ISSUING OFFICE: LUBBOCK PROJECT NO: 5502.20

LUBBOCK BUSINESS PARK OVERVIEW SCHEMATIC

A:\2020\5502.20\03_DSGN\01_DWG\050_CIVIL\11_SCHEMATIC\2020-09-01_LBP_Overview.dgn
G.Jenkins
9/1/2020
3:49:28 PM
5502-plot.plt
5502.tbl

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

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the Mayor to execute the Second Amendment to the Raw Water Lease between the City of Lubbock and the Lake Alan Henry Water District.

Item Summary

In 2003, the 78th Texas Legislature passed Senate Bill 1941 creating the Lake Alan Henry Water District (LAHWD), a special law conservation and reclamation district. On May 8, 2008, the City executed a 20-year contract with LAHWD and the South Garza Water Supply (SGWS) to provide up to 520 acre-feet (169 million gallons) of raw water each year, to developments surrounding Lake Alan Henry (LAH) within the LAHWD service area. Lubbock's raw water is supplied to SGWS, a private water system operating under a contract with LAHWD. SGWS constructed a pump station, transmission lines, a surface water treatment plant, and distribution lines, to provide treated water to lot owners in the Northridge Development located along the north side of the Lake. The SGWS began pumping raw water from Lubbock's intake structure in December 2009. In 2017, SGWS used 32 acre-feet of raw water.

On November 1, 2018, the City Council executed a new raw water lease between the City and LAHWD. The contract with LAHWD was designed to replace the existing raw water contract. LAHWD plans to purchase the SGWS facilities and extend the water system to other developments within their service area on both the north and south side of the Lake.

On October 21, 2019, the City Council executed the First Amendment to the Raw Water Lease. The amendment was necessary in order to meet the requirements of the U.S. Department of Agriculture (USDA) grant and low-interest loan program, which will fund LAHWD's project. LAHWD was required to have a secure and reliable raw water supply for the duration of the loan repayment period. Therefore, the amendment provided the City with the option to renew the contract for an additional 10 years (from 35 to 45 years). In addition, the USDA required language that requires the mortgagor (USDA) to give written consent before the contract can be assigned to a third party.

This Second Amendment to the Raw Water Lease is needed in order to provide LAHWD more time to finalize the agreement to purchase the SGWS. The Original Raw Water Lease requires LAHWD to finalize the SGWS agreement within 730 days or by November 1, 2020. Due to the COVID-19 pandemic and USDA grant/loan program delays, LAHWD will not be able to meet the original contractual deadline. Therefore, this amendment extends the deadline for LAHWD to execute the SGWS agreement for an additional 365 days or until November 1, 2021. In addition, a slight modification has been made to LAHWD's pipeline easement route depicted in Exhibit D-1.

Fiscal Impact
None

Staff/Board Recommending
Jesica McEachern, Assistant City Manager

Attachments

Resolution - LAHWD Amendment 2
LAHWD Amendment 2
Exhibit A - LAHWD 2018 Resolution
Exhibit D-1 LAHWD A-2

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, the Second Amendment to the Raw Water Lease by and between the City of Lubbock and the Lake Alan Henry Water District for the lease of raw water. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

RES. Second Amend Raw Water Lease LAHWD

SECOND AMENDMENT TO
RAW WATER LEASE
BETWEEN
THE CITY OF LUBBOCK
AND
THE LAKE ALAN HENRY WATER DISTRICT

The following provisions are intended by the parties to modify, amend, or clarify the Raw Water Lease between the City of Lubbock ("Lessor") and the Lake Alan Henry Water District ("Lessee") dated November 1, 2018, and attached hereto as Exhibit A. In the event it should be determined that any of the following provisions conflict with the language in the attached Raw Water Lease, the language in this Amendment shall govern as if the conflicting language in the printed document had been deleted.

Section II.B. Acquisition of South Garza System — Delete and replace with the following paragraph:

> This Agreement shall be contingent upon the Lessee's acquisition of the South Garza Water Supply System (the "South Garza System"). If the Lessee fails to acquire the South Garza System within one thousand ninety-five (1,095) days, then this Agreement shall automatically terminate.

Exhibit D. Proposed LAH Water District Easements – Delete and replace with Exhibit D-1.

By execution hereof, Lessor and Lessee agree to all of the above terms and conditions.

SIGNED ON THE DATES SHOWN BELOW:

CITY OF LUBBOCK

By: _____
Daniel M. Pope, Mayor

Date: _____

ATTEST:

_____
Rebecca Garza, City Secretary

LAKE ALAN HENRY WATER DISTRICT

By: Lindsay Masso
Lindsay Masso, Board Chairperson

Date: Sept. 4, 2020

ATTEST:

Ann Manning
Ann Manning, Secretary

APPROVED AS TO CONTENT:

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

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

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

Resolution No. 2018-R0393

Item No. 6.6

November 1, 2018

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Raw Water Lease by and between the City of Lubbock and the Lake Alan Henry Water District for the lease of raw water. 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 the 1st day of November, 2018.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

RES. Raw Water Lease LAHWD
(10-17-18)

RAW WATER LEASE
BETWEEN
THE CITY OF LUBBOCK
AND
THE LAKE ALAN HENRY WATER DISTRICT

The City of Lubbock (hereinafter "Lessor") and The Lake Alan Henry Water District (hereinafter "Lessee") enter into this Raw Water Lease ("Lease") on the __1st__ day of November 2018, (the "Effective Date").

I. RECITALS

WHEREAS, the Lessor is a home-rule municipality created pursuant to Article II. Section V of the Texas Constitution and its Charter; and

WHEREAS, the Lessee is a special law conservation and reclamation district created pursuant to the authority of Article XVI, Section 59 of the Texas Constitution through the passage of Senate Bill 1941, Regular Session, 78th Texas Legislature (2003) (the "Enabling Legislation"); and

WHEREAS, on September 25, 1984, Permit No. 4146 (the "Permit") was issued to the City of Lubbock authorizing the construction, storage, diversion and use of water from Lake Alan Henry (the "Lake"); and

WHEREAS, on May 8, 2008 the Lessor and Lessee entered into a Raw Water Lease (the "Prior Lease"); and

WHEREAS, the Lessor and Lessee desire to terminate the Prior Lease and execute this Raw Water Lease (the "Lease") with new terms and conditions herein, wherein the cost of water has been determined to be fair, just and reasonable pursuant to the Enabling Legislation; and

WHEREAS, by entering into this Lease, the Lessor has determined that this Lease will assist in fulfilling the Lessor's financial obligations for the Lake; and

WHEREAS, the Lessor is providing the Lessee with an easement so that it may deliver the raw and/or treated water supplied pursuant to this Lease; and

WHEREAS, THE Lessor has an interest in the development around the Lake;

NOW THEREFORE, for and in consideration of the mutual promises, the adequacy of consideration being hereby acknowledged, the Lessor and the Lessee do hereby agree and covenant to each other the following:

II. WATER SUPPLY

A. Amount of Water Delivered - Lessee shall have the right to use from the Lake, in accordance with the Permit, up to a maximum of 280 acre-feet of raw water per annum. This quantity of raw water shall become the Annual Quantity for all purposes of this Lease. In addition, to the extent that Lessee is able to acquire and transfer certain water extraction license rights to Lessor in accordance with **Paragraph III.D** of this Lease, Lessee shall be credited and not charged for those amounts of raw water that are actually transferred to Lessor during the term of this Lease.

In addition to the Annual Quantity, the Lessor shall deliver to the Lessee the raw water required to meet the treated water needs of the Sam Wahl Recreation Area. This quantity of raw water shall become the Recreation Quantity for all purposes of this Lease. For accounting purposes, the City shall subtract the Recreation Quantity, as metered at the meter for the Recreation Area, from the Annual Quantity so as not to count against the amount of water supplied to the Lessee.

In the event the level of the Lake should decrease to the level of 2200 feet above mean sea level or below during the term hereof, the amount of Annual Quantity of water required to be delivered to Lessee by Lessor shall decrease in a corresponding manner for such time as the Lake shall be at such level, as set forth in **Exhibit "A"**. The reduced quantity of water shall be deemed to be the Annual Quantity during the term of such reduction. Once the level of the Lake has exceeded 2200 feet above mean sea level, the Annual Quantity shall revert to the original Annual Quantity prior to the reduction.

B. Acquisition of South Garza System. - This Agreement shall be contingent upon the Lessee's acquisition of the South Garza Water Supply System (the "South Garza System"). If the Lessee fails to acquire the South Garza System within seven hundred thirty (730) days, then this Agreement shall automatically terminate.

C. Source of Water Supply – Water supplied pursuant to this Lease will be water provided in accordance with the Permit.

D. Rate of Diversion – Water supplied pursuant to this Lease will be diverted at the rate of diversion as authorized in the Permit and as provided herein.

E. Purpose of Use – Lessee represents to Lessor and Lessor relies on such representation that all water supplied under this Lease will be utilized for retail water service and for municipal uses only, as such terms are defined by rules adopted by the Texas Commission on Environmental Quality (the "Commission"). Except as otherwise provided herein, Lessee is expressly prohibited from providing or selling raw water to any third party without the written consent of Lessor. The Lessee will supply treated water to the Sam Wahl Recreation Area, owned by the City of Lubbock. Lessee is expressly prohibited from providing or utilizing any water acquired pursuant to this agreement for commercial irrigation or industrial uses.

F. Place of Use – Water supplied pursuant to this Lease shall only be used by the Lessee to supply retail potable water within the boundaries of the Lessee as described in the Lessee's Enabling Legislation (the "Area of Service as may be amended from time to time).

G. Point of Delivery and Water Facilities –

1. Master Meter – Water supplied pursuant to this Lease will be delivered to Lessee at or near the stilling basin outlet works, on the downstream side of the dam, as approximately depicted in **Exhibit "B"**, attached hereto (the "Point of Delivery"), at a master-meter to be installed by Lessor pursuant to **Paragraph III.E.** Lessee shall pay for any and all expenses related to the installation of said master-meter.

2. Easement – The Lessee currently owns and operates certain water facilities and easements (the "Existing Facilities") on Lessor's property as depicted in Exhibit "C." Lessee agrees to notify the Lessor as to any modifications or repairs to the Existing Facilities on Lessor's property. The Lessee must obtain Lessor's approval from the Director of Water Utilities for any modification to the Existing Facilities on Lessor's property.

For new or proposed pipelines ("New Facilities") on Lessor's property, the Lessor shall grant the Lessee, upon its request, an easement for New Facilities over and across lands, upon payment of ten and no/100 Dollars ($10) and other good and valuable consideration by Lessee to Lessor. The arrangement of the New Facilities are roughly depicted in **Exhibit "D"**, attached hereto. It is expressly agreed by Lessee and Lessor that the New Facilities may differ from that depicted if it is so deemed necessary or advisable by the Lessee or Lessor. Prior to construction, in the event it becomes necessary to alter the route of the pipeline due to archeology concerns, as determined by Lessor, Lessee stipulates that the Lessor may unilaterally alter said pipeline route and Lessee shall cooperate with Lessor to amend the survey and easement to so reflect the altered route. The construction of any New Facilities shall be constructed in a prudent manner and shall be supervised or provided with oversight by a duly licensed engineer as employed or contracted by the Lessee and may be supervised by the Lessor. The Lessee shall obtain all necessary licenses and permits regarding the construction of any pump station, related facilities, and pipeline(s). Further, the Lessee shall comply with all applicable laws, statutes, rules, regulations and ordinances regarding the construction, maintenance and operation of the New Facilities, including without limitation, the Clean Water Act (33 U.S.C. 1251 et seq.) and all rules and regulations promulgated thereunder or related thereto.

3. Modification of Connecting Facilities – If modifications to the existing improvements to Lessee's water system, including without limitation, plans for meter, saddle and tap, and the valve assembly (referred to collectively as the

"Connecting Facilities") are made, the Lessee must allow the City to review and approve such modifications. Lessee shall ensure that modifications to its facilities are constructed in a professional manner so that there occurs no unreasonable water loss as a result of the pump station construction and operation. Lessor agrees to indemnify and hold Lessee harmless, to the fullest extent permitted by law, from any and all claims or liabilities or damages caused by the negligence of the Lessor or any of its employees, and agents related to the modification, operation and maintenance of the Connecting Facilities, (i) if the City would be liable in law for such claim; (ii) to the extent immunity, both from suit and liability, has been waived pursuant to the laws of the State of Texas; and (iii) to the extent limited by **Paragraph VI.S.** Nothing herein, or provided otherwise in the Agreement, shall be construed as a waiver by the City of any immunities from suit or liability, of any kind, whether provided by State or local statute, or otherwise.

Upon completion of any modifications to the Connecting Facilities, Lessor shall give notice to Lessee that the improvements have been completed.

4. Insurance Coverage for Construction – Lessee, and any other persons performing all or a part of its construction activities, shall procure and carry, at its sole cost and expense through the time of final completion of any and all construction activities contemplated by this Lease, insurance protection as hereinafter specified, in form and substance satisfactory to Lessor, carried with an insurance company authorized to transact business in the State of Texas, covering all aspects and risks of loss of all operations in connection with this Lease, including without limitation, the indemnity obligations set forth herein. Lessee shall obtain and maintain in full force and effect commercial general liability and automobile liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A-VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit: $500,000 Per Occurrence

Automobile Liability:

Combined Single Limit for any auto: $500,000 Per Occurrence

The Lessor shall be listed as additional insured and shall be granted a waiver of subrogation under the policies. Lessee will provide a Certificate of Insurance to the Lessor as evidence of coverage. The Certificate will provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the certificate.

Lessee shall elect to obtain or shall require its contractors, subcontracts, or other entities constructing, operating, and maintaining facilities described in this Lease on the Lessee's behalf to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Lessee shall comply or shall require its contractors, subcontracts, or other entities constructing, operating, and maintaining facilities described in this Lease on the Lessee's behalf to comply with all provisions of Title 5 of the Texas Labor Code to ensure that Lessee maintains said coverage. The Lessor shall be granted a waiver of subrogation under this policy.

If Lessee fails to maintain the required insurance in full force and effect, or if the Lessee fails to ensure that the required insurance is maintained in full force and effect by its contractors, subcontracts, or other entities constructing, operating, and maintaining facilities described in this Lease on the Lessee's behalf, the Lessor may terminate this Agreement in accordance with **Paragraph III.G.3**.

5. Inspections – The Parties agree that the Lessor has the right, but shall be under no obligation, to make inspections as it deems necessary or advisable during the construction phase of pipeline(s) and other water facilities being constructed on property owned by the Lessor. Any inspection rights provided herein to Lessor shall not relieve the Lessee of any of its obligations hereunder.

H. Rate of Delivery – Lessor agrees to deliver water to Lessee at a rate not to exceed two times the daily average quantity on an annual basis measured over a 24-hour period. Lessor will not restrict the delivery pressure from the Lake, unless the restriction is necessary to comply with this provision or the terms of the Permit.

I. Quality of Water – Lessor makes no representation as to the quality of the water supplied under this Lease, and Lessee hereby releases Lessor and agrees to hold it harmless from any and all claims that Lessee or Lessee's customers or users have or may have for any diminution in or impairment of the quality of water supplied under this Lease caused by any acts or omissions of Lessor.

III. ADMINISTRATION OF LEASE

A. Term of Lease – This Lease shall be for a term commencing on the Effective Date and ending on December 31, 2053.

B. Computation of Rates for Leased Water – Lessee hereby acknowledges that the Enabling Legislation accurately and appropriately defines the components necessary for the computation of the rates to be charged by the Lessor to the Lessee for the water to be supplied hereunder. Lessee hereby acknowledges that such components, if applied correctly, will generate rates that are just, reasonable and non-discriminatory, as applied to Lessee and the supply of water made available hereunder. The Lessor agrees that the rates for the leased water shall not exceed that which is allowed by the Enabling Legislation.

C. Terms of Payment – Lessee hereby covenants to pay Lessor the initial sum of $3.65 per thousand gallons for the delivery of the Annual Quantity and the Recreation Quantity. Lessee shall be obligated to pay only for the water actually provided to it out of the Annual Quantity and the Recreation Quantity. Lessee expressly stipulates and agrees that the price for water paid to be delivered hereunder may be adjusted annually, effective for deliveries of raw water to Lessee on and after January 1 of each year of the term hereof, in accordance with the terms of **Paragraph III.B**. and the Enabling Legislation.

During the term of this Lease, Lessor will mail a statement monthly to Lessee showing the monthly diversions. Each statement submitted shall be paid to Lessor at its office in Lubbock, Texas, by check or bankwire, on or before thirty (30) days from the date of mailing of the statement to Lessee. In the event Lessee fails to make payment of that statement within said thirty (30) day period, Lessee hereby agrees to pay and shall then pay a late payment charge of five percent (5%) of the amount of the statement. For each calendar month or fraction thereof that the statement remains unpaid, Lessee hereby agrees to pay and shall pay interest at the rate of one and a half percent (1.5%) of the amount of the statement. If the statement has not been paid in the prescribed period, Lessee hereby further agrees to pay all costs of collection and reasonable attorney's fees, regardless of whether suit is filed for such collection.

At no time shall the interest rate and/or other fees, if applicable, described herein exceed the "Maximum Rate." The term "Maximum Rate," as used herein, shall mean the maximum nonusurious interest rate, if any, that at any time, or from time to time may be permitted by applicable law on such day or days.

Any provision herein notwithstanding, Lessor shall not in any event be entitled to receive or collect, nor shall any amounts received hereunder be credited, so that Lessor shall be paid, as interest, a sum greater than the Maximum Rate permitted by applicable law to be charged hereunder. If any construction of this Agreement indicates a different right given to Lessor to ask for, demand or receive any larger sum as interest, such is a mistake in calculation or wording which this clause shall override and control, it being the intention of the parties that this Agreement shall in all things strictly comply and conform with applicable law. In the event that the aggregate of all consideration which constitutes interest under applicable law that is taken, reserved, contracted for, charged or received under this Agreement shall ever exceed the maximum nonusurious rate under applicable law, any sum in excess thereof shall be paid to the Lessee.

D. Acquisition and Transfer of Water Rights – For the purpose of the acquisition of land and other property rights in order to construct Lake Alan Henry, the Lessor granted a water extraction license for certain landowners, including, but not limited to, Clyde Kitten, Le Wayne Fagan, Patsy Day, and John Huddleston to use a certain amount of raw water from Lake Alan Henry (the "Water Extraction Licenses"). It is the intention of Lessee to acquire the South Garza Water Supply water system from Clyde Kitten, one of the above-described landowners. In acquiring the South Garza Water Supply water system, it is the intent of Lessee to acquire the water extraction license from Clyde Kitten.

If Lessee offers to sell or receives a bona fide offer from a third party to buy all or any portion of the Water Extraction Licenses, Lessee will promptly give written notice to Lessor of the terms of the offer made or received and Lessee's willingness to sell for that price and on those terms. Upon receiving the notice, the Lessor may exercise the option, in the manner specified below, to purchase the Water Extraction Licenses described in the offer at the stated price and on the stated terms.

If the Lessor elects to accept Lessee's offer or meet the third-party's offer under the provisions of the preceding section, the Lessor will notify Lessee of that election, doing so in writing delivered to Lessee within sixty (60) days after the date of Lessee's notice to the Lessor of the offer. If the Lessor elects to refuse the offer or not to meet the third-party offer, the Lessor need take no action whatsoever. If the Lessor elects to refuse the offer, Lessee is free to sell or accept the offer to buy the property subject to the continuation of the leasehold estate created by this lease.

If for any reason the property is not sold by Lessee following an offer from a third-party, the right of first refusal granted and described in the preceding section shall continue in full force and effect, on the same terms and conditions.

E. Metering of Delivered Water – To measure the amount of water delivered to Lessee hereunder, Lessor agrees to install such flow meters and recording devices to permit, within five percent (5%) accuracy, determination of quantities of raw water delivered hereunder in units of thousand (1,000) gallons. Lessee agrees to pay for meter purchase, installation, maintenance, calibration and replacement as more particularly set forth below.

Lessor shall provide Lessee and Lessee shall provide Lessor with reasonable access to the Meters for the purpose of making meter readings and/or periodic inspections. Lessee and Lessor shall have the right to make a reading of the Meters installed by Lessee on a monthly basis. The Lessor shall have the Meters tested for accuracy by qualified personnel at the expense of Lessee at least once each three (3) calendar years. The report of such test and calibration shall be furnished to the Lessor and the Lessee. Readings within five percent (5%) of accuracy shall be considered correct.

The Meters may be tested at any reasonable time by either party, provided that the party making the test shall notify the other party at least two (2) weeks in advance and allow the other party to witness the test. Either party may install, at its own expense, check meters of comparable quality and reliability as the meter utilized to measure the amount of water delivered to the Lessee at any time and may leave such check meters installed for such periods as the party deems to be reasonably necessary to determine the accuracy of the metering equipment. Lessor shall be required to take necessary steps to correct any meter inaccuracy discovered during any test of Lessor's meter.

In the event any question arises at any time as to the accuracy of any meter, such meter shall be tested by Lessor, the expense of such test to be borne by Lessee, if the meter is found to be correct or if it is found to be reading a lower amount of water used, and by

Lessor, if it is found to be reading a higher amount of water used. If, as a result of any test, any meter is found to be registering inaccurately (i.e., in excess of five percent (5%) of accuracy), the readings of such meter shall be corrected at the rate of its inaccuracy for any period which is definitely known and agreed upon or, if no such period is known and agreed upon, a period extending back either one hundred twenty (120) days from the date of demand for the test or, if no demand for the test was made, one hundred twenty (120) days from the date of the test. If the meter was incorrectly reading a lower of the amount of water than was actually used, Lessee shall reimburse Lessor the difference as calculated above and if the meter was incorrectly reading a higher of the amount of water than was actually used, Lessor shall reimburse Lessee the difference as calculated above.

Lessee shall pay to Lessor a base monthly charge for the meter installed at the point of delivery equal to the rate established by the City Council of the City of Lubbock (City of Lubbock) for meters of equal size as set forth in Section 22.03.084 of Code of Ordinances of the City of Lubbock, as may be amended from time to time.

F. Water Conservation and Drought Contingency Measures – Pursuant to 30 Tex. Admin. Code Chapter 288, Lessee agrees to develop and implement water conservation and drought contingency measures consistent with, or more restrictive on water use than, Lessor's water conservation plan (the "Conservation Plan"), and that the water delivered to Lessee pursuant to this Lease will be used in accordance with such Conservation Plan. Lessor, in accordance with applicable law, may from time to time modify the Conservation Plan. Lessee agrees to provide Lessor with copies of Commission approved water conservation and drought contingency plans prior to the delivery of water pursuant to this Lease.

G. Termination of the Lease – This Lease may be terminated hereto as follows:

1. Lessor, at its sole option, and in accordance with the terms and conditions set forth in **Paragraph III.H.**, "Non-Payment", may terminate this Lease without recourse should Lessee fail to comply with the terms and conditions of this Lease for the payment of moneys owed to Lessor pursuant to **Paragraph III.C.**, "Terms of Payment" and/or **Paragraph III.E.**, "Metering of Delivered Water."

2. This Lease may be terminated immediately by Lessor upon the declaration of bankruptcy by Lessee.

3. This Lease may be terminated should Lessee fail to comply with the terms and provisions of **Paragraphs II.F.7.** if Lessor notifies Lessee of Lessee's default and Lessor's intent to so terminate this Lease, and if Lessee fails to cure such default after thirty (30) days notice and opportunity to cure such default.

Lessee shall remain liable for all fees and charges accruing under the Lease through the date the Lease is terminated.

H. Non-Payment – If Lessor determines that Lessee has not paid the full amount owed for any payment due under **Paragraph III.C.**, "Terms of Payment", and/or **Paragraph III.E.**, "Metering of Delivered Water" hereof within the time provided therefore, Lessor shall give written notice to Lessee stating the amount due and unpaid. If Lessor gives notice as provided herein and Lessee fails to pay within thirty (30) days of the date such written notice was mailed the amounts claimed in such notice to be due and unpaid, Lessor may, at its sole option, upon giving ten (10) days additional written notice to Lessee, terminate this Lease without recourse. If Lessee should dispute Lessee's obligation to pay all or any part of the amount stated in any statement or notice, Lessee shall, nevertheless pay such amount, in which case such amount shall be deposited by Lessor in an interest bearing account pending final resolution of such dispute. Nothing herein shall be construed to require the Lessor to exercise the remedy of termination and Lessor shall be entitled to exercise, concurrently or otherwise, other remedies as may be available by law, contract, equity or otherwise. All remedies shall be cumulative in nature and the exercise by either party of any right or remedy hereunder shall not preclude the concurrent or subsequent exercise of any other right or remedy.

I. Notice – Each notice under this Lease shall be transmitted by certified mail, return receipt requested, and shall be effective on the date actually received. All notices and statements shall be addressed to:

Lake Alan Henry Water District
Attention: Chairperson, Board of Directors
P.O. Box 493
Post, Texas 79356

City of Lubbock
Attention: Director of Water Utilities
P.O. Box 2000
Lubbock, Texas 79457

Either party may change its address by giving written notice of such change to the other party.

J. Assignment of Lease - Lessee may assign the rights to this Lease only upon obtaining the written approval of Lessor. Lessor may assign its rights to this Lease, in whole or in part, at any time and from time to time, at its sole and absolute discretion. This clause does not prohibit the delegation of duties prescribed by this Agreement.

J. Compliance with Commission Rules – Lessor agrees to file a copy of this Lease with the Executive Director of the Commission, it being fully recognized by the Lessee hereunder that the effectiveness of this Lease is dependent upon compliance with 30 Tex. Admin. Code Chapters 295 and 297.

IV. WATER SUPPLY PLANNING

A. No Permanent Supply of Water – Lessee acknowledges that the supply of water pursuant to this Lease is for a specified term of years and that Lessor may need this water to meet its own future water supply needs. Lessee agrees that Lessor has no obligation to extend the Lease or enter into another Lease for the benefit of Lessee.

B. Plan for Future Supply – Consistent with Water Code Section 11.036 and Government Code Section 791.026, Lessee agrees to plan for its water supply needs beyond the term of this Lease. In so doing, Lessee agrees to submit to Lessor, at least three (3) years before the expiration of this Lease, a list of identified reasonable alternative water management strategies approved in accordance with the Texas Water Development Board's State Water Plan and Chapter 16 of the Water Code. Furthermore, at least one (1) year before the expiration of this Lease, Lessee covenants that it will complete all land acquisition, construction, and physical improvements necessary to realize any such approved alternative water management supplies to replace the water supply provided through this Lease. The Lessor, at its option, may extend this lease.

V. RETAIL WATER SERVICE

A. Service to City. At such time Lessee purchases or otherwise gains access and control of the South Garza Water Supply Co., Lessee shall make available to the City retail potable water service at delivery rates and volumes acceptable to City to the meter located south of the north boundary of the Sam Wahl Recreation Area, as approximately depicted on **Exhibit "E,"** attached hereto.

B. Rates for Service. The total rate payable by the City to Lessee for such water shall be $80 for the first 3,000 gallons of water and $5.00 per thousand gallons thereafter.

C. Termination of Service. The City may terminate retail water service to the Recreation Area at any time in accordance with the Tariff. However, to the extent the Recreation Area is certificated to Lessee, the City may not obtain retail water service from any other retail water service provider. However, the City may provide its own potable water service to the Recreation Area and Lessee hereby consents to such activity. Lessee shall take whatever action is necessary to allow for such activity by the City.

VI. GENERAL PROVISIONS

A. Preamble – All matters stated in the preamble are found to be true and correct and are incorporated into the body of this Lease as if copied in their entirety.

B. Hold Harmless and Indemnification – To the extent, and only to such extent allowed by law, and subject to **Paragraph VI.S.** herein, Lessor and Lessee will save and hold the other harmless from any and all claims or demands whatsoever to which either may be subjected by reason of any injury to any person or damage to any property resulting from

or in any way connected with any and all actions and activities (or failure to act) of the other party under this Lease.

C. Force Majeure – The term "force majeure" as used herein, shall mean those situations or conditions which are beyond the control of Lessor or Lessee and which, after the exercise of due diligence to remedy such situation or condition, render Lessor or Lessee unable, wholly or in part, to carry out the covenants contained herein. Such force majeure includes, but is not limited to, acts of God, strikes, lockouts, acts of the public enemy, orders of any kind of the government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or dams, partial or entire failure of water supply, insofar as each of the foregoing are beyond the reasonable control of the party in question. Lessor shall not be held liable or responsible for any damage that may be caused by its inability, after the exercise of due diligence, to make the supply of water available to Lessee due to any force majeure. Lessor shall use reasonable and timely diligence to repair or recondition the machinery, pipelines, or dams in the event such machinery, pipelines or dams are damaged or made unserviceable from any force majeure.

D. Maintenance and Periodic Shutdowns – Lessee agrees that routine and emergency maintenance conditions may impact Lessor's ability to deliver water pursuant to this Lease. Except in the case of force majeure, and to the extent reasonable, Lessor agrees to give 72 hours notice prior to any shutdown of equipment or infrastructure necessary to deliver water to Lessee.

E. No Third Party Beneficiary – The parties hereto are entering into this Lease solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the parties hereto.

F. No Rights or Title Acquired – Lessee agrees and acknowledges that it acquires by this Lease no rights or title to the water that is the subject of this Lease other than those rights explicitly set forth herein. Furthermore, nothing in this Lease shall be construed as an assignment of any diversion rights, equity, or financial obligations under the Agreement.

G. Representations And Warranties – Both Lessor and Lessee represent and warrant to the other that this Lease has been duly executed by an authorized officer and constitutes a valid and binding contract, enforceable against it in accordance with its terms (except as such enforceability may be limited by bankruptcy laws or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles).

H. Amendment – This Lease may not be modified or amended except by an instrument in writing signed by authorized representatives of the parties.

I. Binding in Effect – The terms of this Lease shall be binding upon, and inure to the benefit of, the parties and their, in the case of Lessor, successors and assigns, and in the case of Lessee, its permitted successors and assigns.

J. Integrated Document – This Lease, together with all Exhibits attached hereto, constitutes the entire agreement of the parties relating to the subject matter of this Lease and supersedes all prior agreements or understandings with respect to the subject matter hereof, both oral and written, including but not limited to the May 11, 2006 Raw Water Lease between the City of Lubbock and the Lake Alan Henry Water District. Each party agrees that the other party (and their agents and representatives) have not made, and it has not relied upon, any representation, warranty, covenant or agreement to or with such party relating to the transactions contemplated hereunder other than those expressly set forth herein.

K. Counterparts – This Lease may be executed by the parties in any number of separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. All signatures need not be on the same counterpart.

L. Further Assurances – Each party agrees to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the terms and provisions of this Lease.

M. Governing Law – This Lease and the rights and duties of the parties arising out of this Lease shall be governed by, and construed in accordance with, the laws of the State of Texas, without reference to the conflict of laws rules thereof. This Lease is performable, at least in part, in Lubbock County, Texas. Lessor and Lessee hereby irrevocably consent to Lubbock County as the exclusive venue for any action related hereto.

N. Headings – The headings of the Articles and Paragraphs of this Lease are included for convenience only and shall not be deemed to constitute a part of this Lease.

O. Exhibits – All Exhibits attached to this Lease are incorporated herein by this reference in their entirety and made a part hereof for all purposes.

P. Interpretation and Reliance – No presumption will apply in favor of any party in the interpretation of this Lease or in the resolution of any ambiguity of any provisions thereof.

Q. Relationship of Parties – Neither the execution nor delivery of this Lease, nor the consummation of the transactions contemplated hereunder, shall create or constitute a partnership, joint venture, or any other form of business organization or arrangement between the parties, except for the contractual arrangements specifically set forth in this Lease. Except as is expressly agreed to in writing in this Lease, no party (or any of its agents, officers or employees) shall be an agent or employee of the other party, nor shall

a party (or any of its agents, officers or employees) have any power to assume or create any obligation on behalf of the other party.

R. Severability – In the event that any provision of this Lease is held to be unenforceable or invalid by any court of competent jurisdiction, the parties shall negotiate an equitable adjustment to the provisions of this Lease with the view to effecting, to the extent possible, the original purpose and intent of this Lease, and the validity and enforceability of the remaining provisions shall not be affected thereby.

S. Actual Damages – A party shall be in default hereunder if any of the following shall occur and be continuing: (i) failure to perform and/or be in compliance with any covenant, warranty or agreement herein; or (ii) any representation shall prove to be untrue during the term hereof. In the event of default of this Lease by any party, the Non-defaulting party shall be entitled to seek damages, specific performance, injunctive relief, or any other remedy to which it might be entitled under this Lease, in law or at equity. Notwithstanding the foregoing, neither party shall be liable or have any responsibility to the other for any indirect, special, consequential, punitive or delay-related or performance-related damages including, without limitation, lost earnings or profits. Such limitation on liability shall apply to any claim or action, whether it is based on whole or in part on contract, negligence, strict liability, tort, statute or any other theory of liability.

Executed and effective as of the date identified above by the signatures of the parties below.

CITY OF LUBBOCK
BY:

Daniel M. Pope, Mayor

LAKE ALAN HENRY WATER DISTRICT
BY:

Lindsay Masso, Board Chairperson

ATTEST:

Rebecca Garza, City Secretary

ATTEST:

Ann Manning, Secretary

APPROVED AS TO CONTENT:

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

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

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

EXHIBITS

Exhibit A: **Schedule of Reduced Water Allocation**

Exhibit B: **Raw Water Point of Delivery for LAH Water District**

Exhibit C: **Existing LAH Water District Facilities and Easements**

Exhibit D: **Proposed LAH Water District Easements**

Exhibit E: **Retail Meter Point of Delivery for Sam Wahl Recreational Area**

Exhibit "A"
Schedule for Reducing Water Allocation

Lake Water Level Elevation (1)	Reduction in Base Annual Quantity
2200	10%
2195	20%
2190	30%
2185	40%
2180	60%
2175	80%

(1) Feet above mean sea level as measured at the intake tower USGS gauge on January 1st of each year


EXHIBIT B
POINT OF DELIVERY (POD)
Raw Water Point of Delivery
LAHWD Pump Station
Lake Alan Henry
0
250
500
Feet
As required by Chapter 2051, SUBCHAPTER D GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, U
Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
City of Lubbock
TEXAS
WATER DEPARTMENT

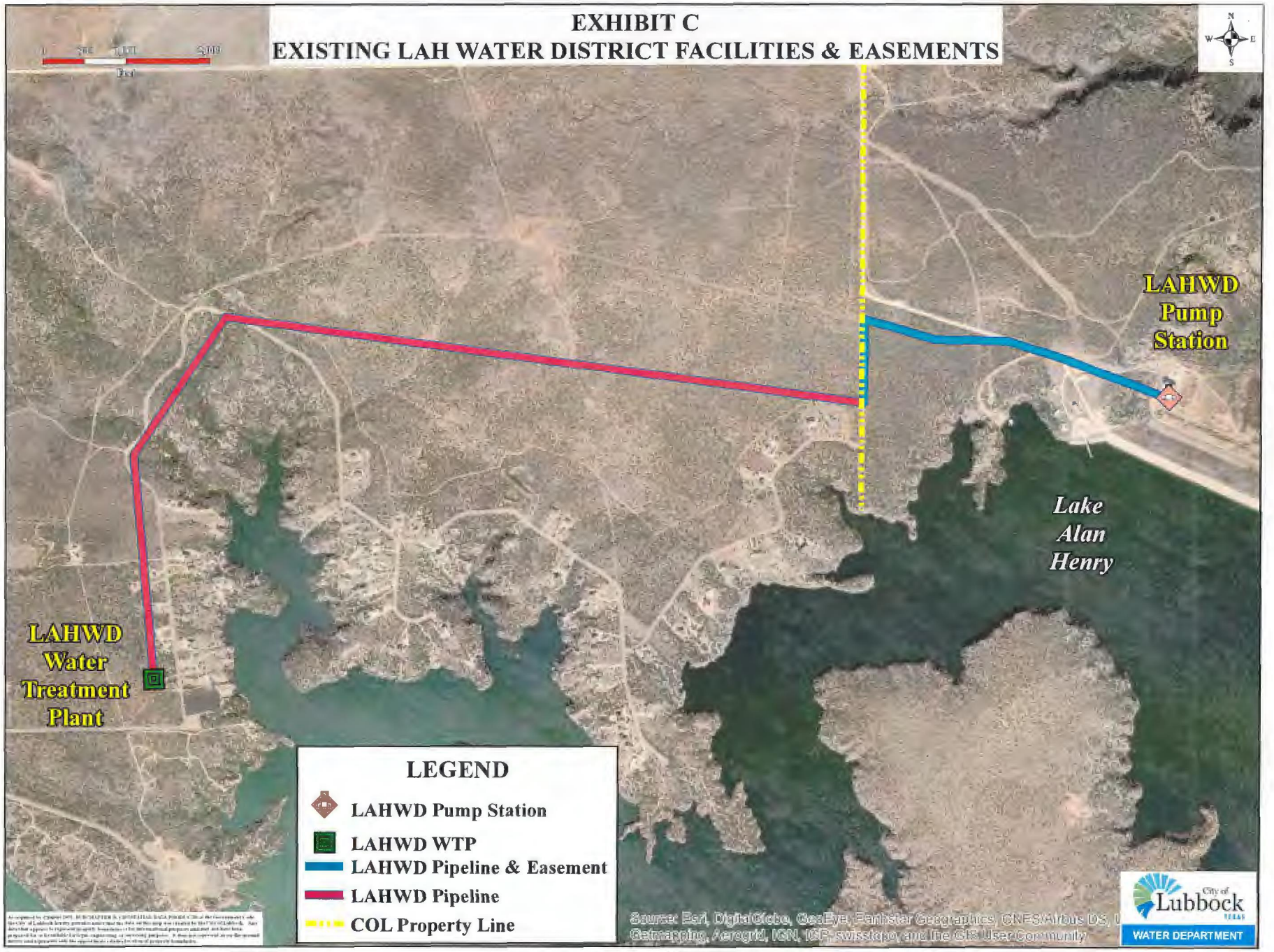


EXHIBIT C
EXISTING LAH WATER DISTRICT FACILITIES & EASEMENTS
LAHWD Pump Station
Lake Alan Henry
LAHWD Water Treatment Plant
LEGEND
LAHWD Pump Station
LAHWD WTP
LAHWD Pipeline & Easement
LAHWD Pipeline
COL Property Line
City of Lubbock TEXAS
WATER DEPARTMENT

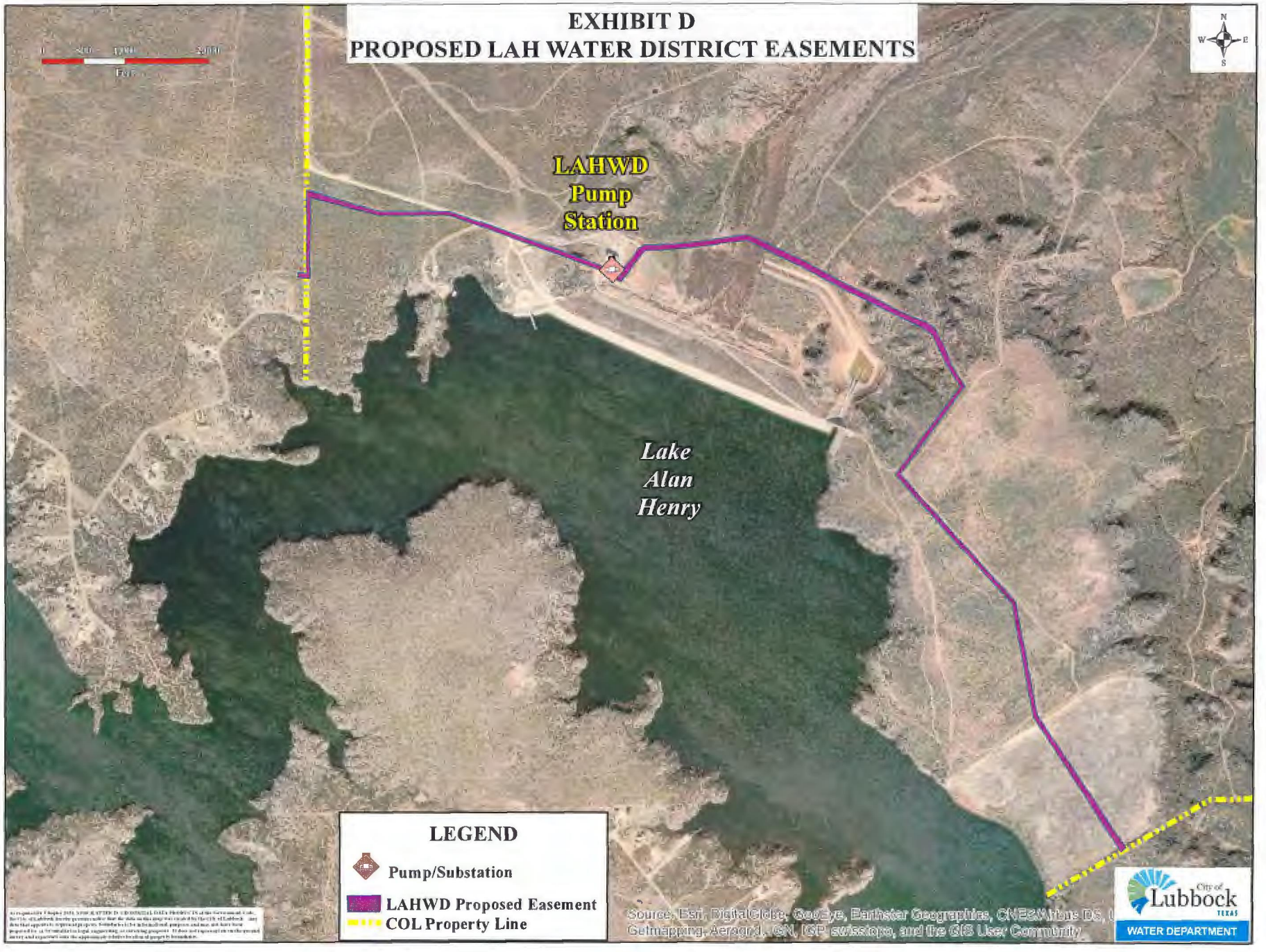


EXHIBIT D
PROPOSED LAH WATER DISTRICT EASEMENTS
LAHWD
Pump
Station
Lake
Alan
Henry
LEGEND
Pump/Substation
LAHWD Proposed Easement
COL Property Line
City of Lubbock
TEXAS
WATER DEPARTMENT

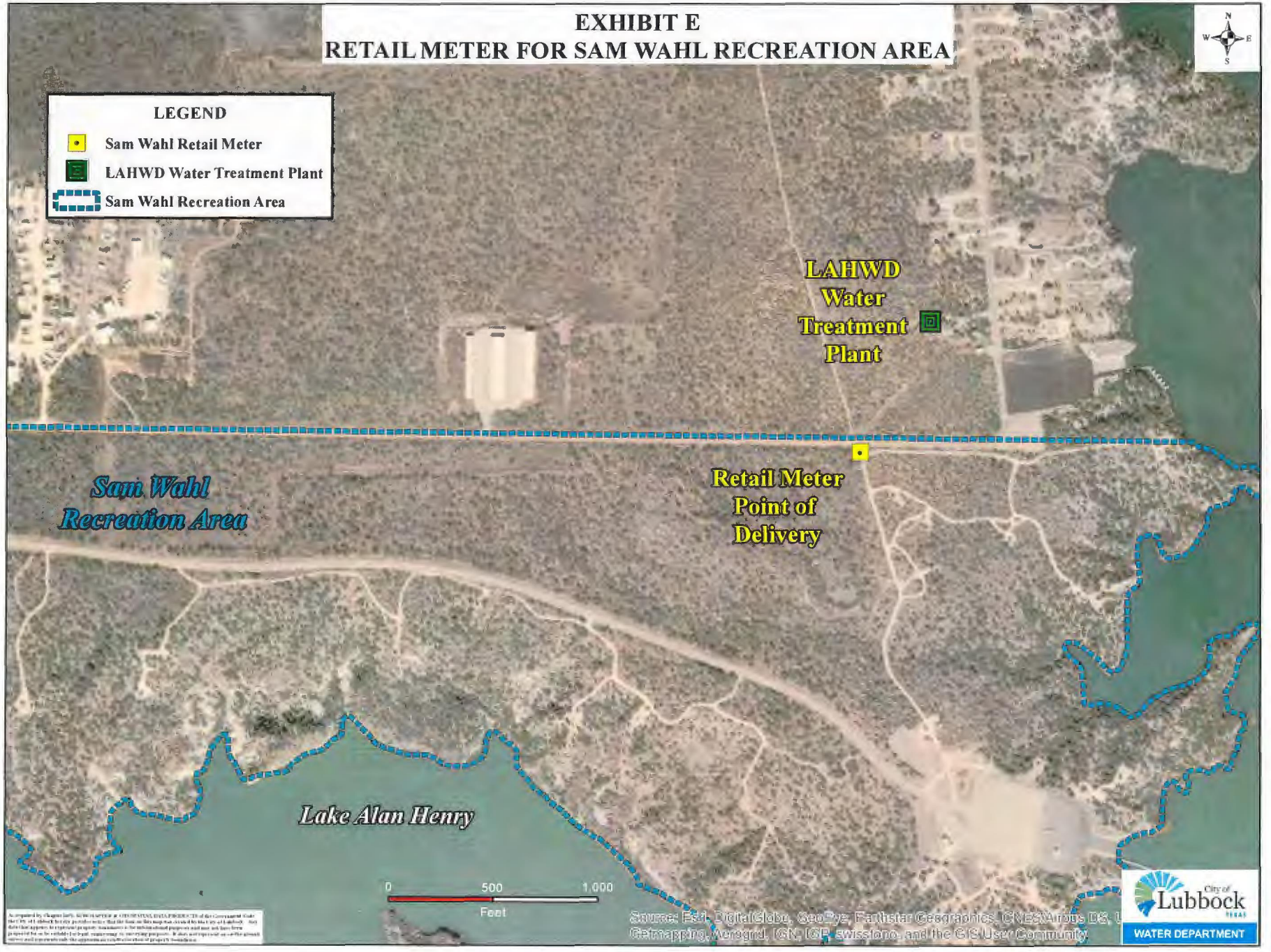


EXHIBIT E
RETAIL METER FOR SAM WAHL RECREATION AREA
LEGEND
Sam Wahl Retail Meter
LAHWD Water Treatment Plant
Sam Wahl Recreation Area
LAHWD Water Treatment Plant
Retail Meter Point of Delivery
Sam Wahl Recreation Area
Lake Alan Henry
0
500
1,000
Feet
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, U
Geomapping, Vexcel, IGN, IGP, swisstopo, and the GIS User Community
City of Lubbock
WATER DEPARTMENT

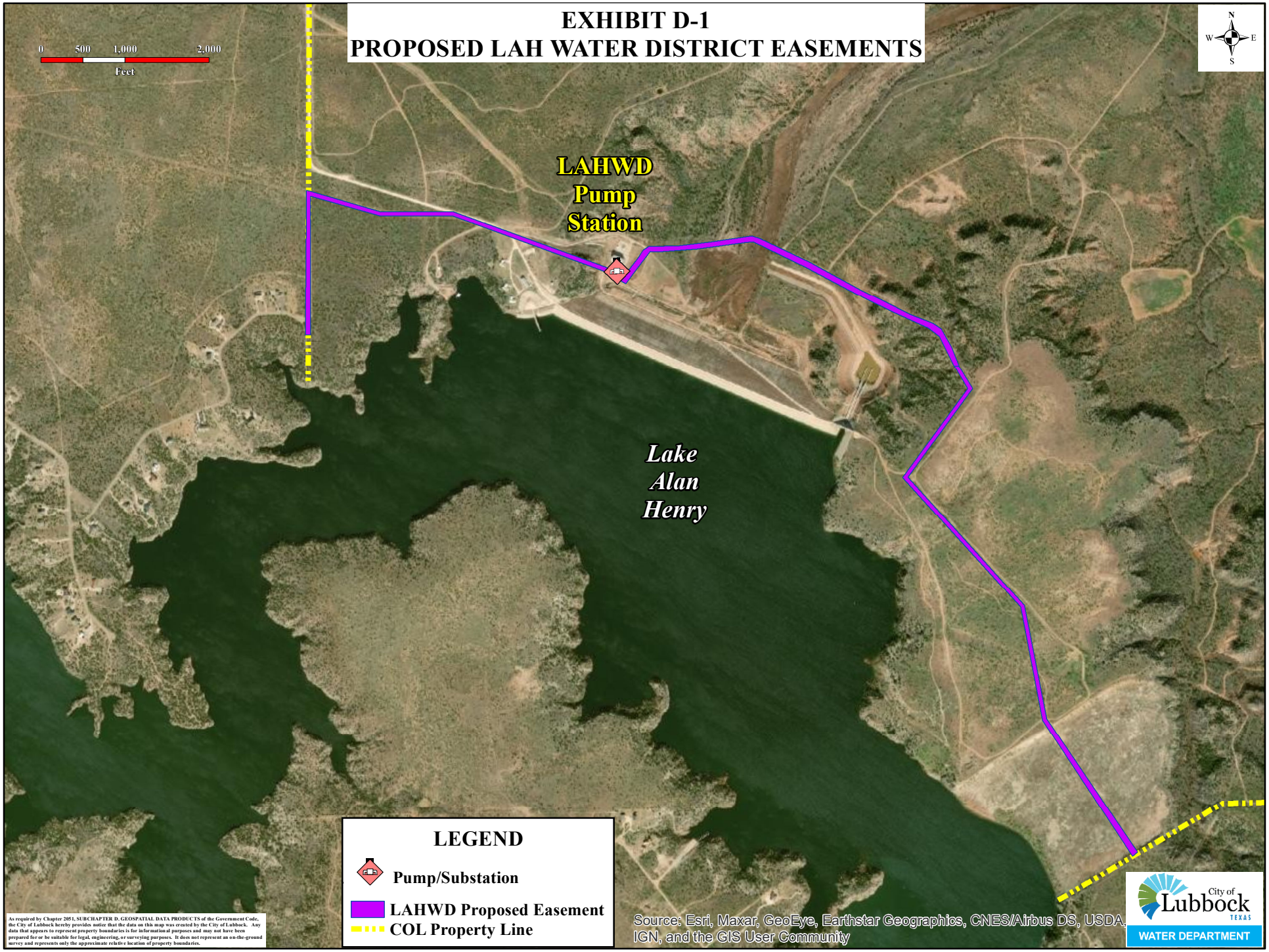


EXHIBIT D-1
PROPOSED LAH WATER DISTRICT EASEMENTS
0 500 1,000 2,000
Feet
N
W E
S
LAHWD
Pump
Station
Lake
Alan
Henry
LEGEND
Pump/Substation
LAHWD Proposed Easement
COL Property Line
As required by Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, IGN, and the GIS User Community
City of Lubbock
TEXAS
WATER DEPARTMENT

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

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the City Council to approve an East-Side Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to the East Lubbock Art House, pursuant to Article IV, Section 5, of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation.

Item Summary

In November 2018, the City Council authorized the establishment of the Lubbock East Neighborhood Empowerment Zone for the purpose of encouraging redevelopment and revitalization within the City of Lubbock, through the promotion of economic development within the Zone. Through the establishment of the Lubbock East Neighborhood Empowerment Zone, Market Lubbock, Inc. has a geographic boundary within which it can implement its East Side Grant Program.

Danielle East with the East Lubbock Art House is renovating the property at 407 East Martin Luther King Boulevard, Suite B, located within the East Lubbock Neighborhood Empowerment Zone, as designated by the City of Lubbock. The scope of the project includes awning repair, new signage, flood lighting, and a new Handicap Parking sign.

The cost of the project is estimated to be $1,211, and the requested grant amount is $605. The Market Lubbock, Inc. Board of Directors approved this amount at their August 26, 2020 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The cost of the project is estimated to be $1,211, with $605 to be paid upon completion, with the requested grant.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Supporting Documentation
Market Lubbock Resolution

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the East Side Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to East Lubbock Art House, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Market Lubbock ES Façade Expenditure – Art House
08.27.20

MARKET LUBBOCK

East Side Grant Program
August 26, 2020

Capital Expense Total = $1,211
Downtown Grants Total = $605

- **East Lubbock Art House – 407 MLK Blvd.**
  - Façade Expense = $1,211
  - Façade Grant = $605

MARKET LUBBOCK, INC. – EAST LUBBOCK GRANT PROGRAM



407 MLK Blvd.

(East Lubbock Art House)

TOTAL FAÇADE SCOPE OF WORK = $1,211

FAÇADE GRANT = $605

Downtown Grant Program
Presented to MLI Board
August 26, 2020

Project 407 MLK Blvd. (Façade)

The newly created East Lubbock Art House, with director Danielle East, is renovating the building at 407 MLK Blvd, Suite B, located within the East Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock. East Lubbock Art House (ELAH) is a 501(c)(3) non-profit arts organization dedicated to promoting emerging and marginalized artists as well as working towards the betterment of East Lubbock by hosting art events, exhibitions, creating new programming and distributing art supplies to children living in East Lubbock. The scope of façade work includes awning repair, new signage, flood lights and a new handicapped sign and pole totaling $1,211 in façade expenses.

The MLI Board is being asked to consider an East Side Façade Grant for the East Lubbock Art House totaling $605 at 407 MLK Blvd.

East Side Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Special Projects
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401

Phone: 806.749.4500
Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	08/05/20
Projected Project Start Date	08/21/20
Project Property Address	407 MLK Blvd., Suite B, 79403
Property LCAD R#	58544

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	East Lubbock Art House
Street Address	405 MLK Blvd, Suite B,
City, State, Zip	Lubbock, TX 79403

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Danille East
Title	Director
Phone Number	979-338-9238
Email	eastlubbockarthouse@gmail.com

INFORMATION ABOUT THE PROJECT

Property Ownership: *(Guadalupe-Parkway owner)* Own ☐ Lease ☑ Owner Approved ☑

Grant Type (May choose both if applicable): Permittable ☐ Façade ☑

Detailed Project Summary (including projected start date) and Description of Work:

For this project, we plan to use the East Side Grant to begin work on the façade of the physical location of East Lubbock Art House. The work will be done at 405 MLK Jr. Blvd. starting on the 21st of August, 2020 and the cost of expenses:

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Awning Repair	$500	$250
Handicapped parking sign and pole	$238	$119
Security Lighting	$203	$102
Signage	$84	$42
Vinyl Lettering	$26	$13
Window Decals	$159	$80
TOTAL	**$1,211**	**$605**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Danielle East	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes
Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

- ☑ Does the scope of work meet East Side standards and guidelines?
- ☑ Are permits required for any aspect of the scope of work?
- ☑ Are public improvements required?
- ☑ Is there a current Certificate of Occupancy on file for this property?

Market Lubbock, Inc. (MLI) requirements:

Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500

Application Packet:

- ☑ Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Date Final Documents Received:_____

- ☑ Copies of City permits or City approval
- ☑ Copy of Current Certificate of Occupancy
- ☑ Detailed Construction Bids or Schedule of Values
- ☑ Before Picture (prior to construction beginning)
- ☐ Architectural Plans (if applicable)
- ☐ Architectural Renderings (if applicable)

After completion of construction:

- ☐ Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)*

Proof of Payment:

- ☐ PAID Invoices (must reference the approved project)
- ☐ Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the Lubbock Downtown TIF boundaries (Central Business District TIF)
- Single-Family residences and duplexes are excluded.
- An Applicant is eligible to receive a permittable grant and/or façade grant per property (LCAD R# or Development Lot), per enterprise, per year. Must wait one year from approval to apply again for the same property. (Expenses used in one application cannot be used in another application.)
- Applicant is not eligible for grant program funding if delinquent in property taxes according to LCAD records - includes all LCAD properties listed in the applicant's name
- MLI disbursements are characterized as "reimbursable grants" - Applicant pays expenses first
- Expenses eligible for reimbursement must relate to reasonable costs or expenses.
- Receipt of an application is not a guarantee of grant approval.

Grant Types

- **Permittable Projects**
  - Improvements require a City of Lubbock permit
  - Improvements may be made to the exterior and/or interior of the property
  - Improvements must total a minimum of $5,000
  - The permittable grant reimburses 10% of approved expenses up to a $50,000 grant
  - Permittable scope of work that may be considered:
    - HVAC
    - Plumbing
    - Electrical
    - Structural
    - Any other work requring a City of Lubbock permit

- **Façade Projects**
  - Improvements may or may not require a City of Lubbock permit
  - Improvements must be made to the exterior of the property facing the most prominent street
  - Improvements must total a minimum of $1,000
  - The façade grant reimburses 50% of approved expenses up to a $25,000 grant
  - Façade scope of work that may be considered:
    - Painting
    - New windows and doors
    - Signage
    - Landscaping
    - Parking lots
    - Awnings
    - Any other work that improves the appearnce of the façade

Signature (not required for electronic submittals): Original pic emailed to JQ on 8/5/20. Transferred to Excel.

Date: per JQ 8.6.20


FOR LEASE
BARBERSHOP
FOR RENT
MOVED 2
JACKSON HEWITT



Awning Repair $500.00

Roofwise

Quote

8/12/2020

East Lubbock Art House
405 MLK Jr. Blvd. Suite B
Lubbock, TX

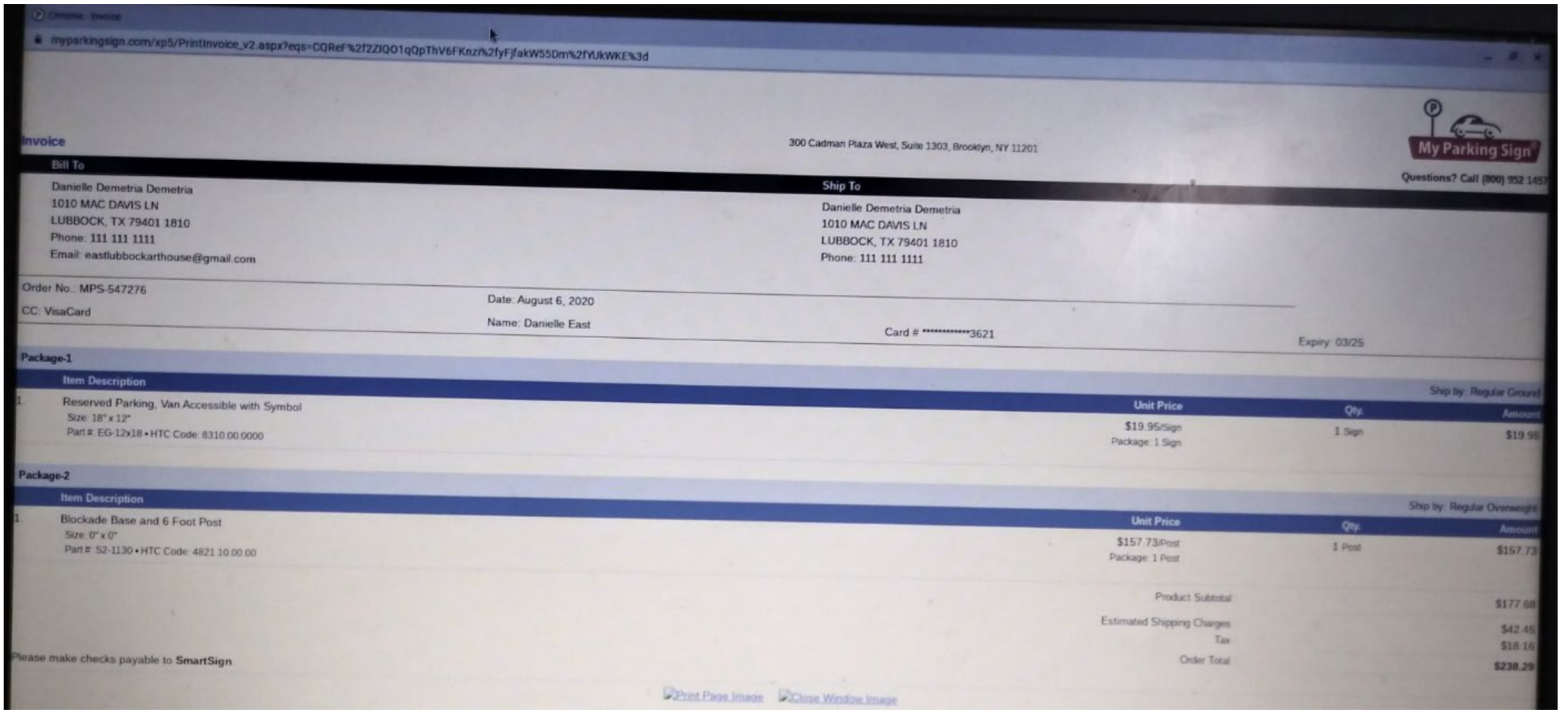
eastlubbockarthouse@gmail.com

This is to repair the front owning where there is a leak. Leak located on the seam of the owning and the building.

Quote: $500

Thank You
Roofwise
(806) 787-1723
5021 122nd St. Suite #300
Lubbock, TX 79424

Handicapped Sign and Post $238.29



myparkingsign.com/xp5/PrintInvoice_v2.aspx?eqs=CQReF%2f2ZIQO1qQpThV6FKnzi%2fyFjfakW55Dm%2fYUkWKE%3d

Invoice

300 Cadman Plaza West, Suite 1303, Brooklyn, NY 11201

My Parking Sign

Questions? Call (800) 952 1457

Bill To

Danielle Demetria Demetria
1010 MAC DAVIS LN
LUBBOCK, TX 79401 1810
Phone: 111 111 1111
Email: eastlubbockarthouse@gmail.com

Ship To

Danielle Demetria Demetria
1010 MAC DAVIS LN
LUBBOCK, TX 79401 1810
Phone: 111 111 1111

Order No.: MPS-547276
Date: August 6, 2020
CC: VisaCard
Name: Danielle East
Card # **********3621
Expiry: 03/25

Package-1

Ship by: Regular Ground

	Item Description	Unit Price	Qty.	Amount
1	Reserved Parking, Van Accessible with Symbol Size: 18" x 12" Part #: EG-12x18 • HTC Code: 8310.00.0000	$19.95/Sign Package: 1 Sign	1 Sign	$19.95

Package-2

Ship by: Regular Overweight

	Item Description	Unit Price	Qty.	Amount
1	Blockade Base and 6 Foot Post Size: 0" x 0" Part #: S2-1130 • HTC Code: 4821.10.00.00	$157.73/Post Package: 1 Post	1 Post	$157.73

Product Subtotal	$177.68
Estimated Shipping Charges	$42.45
Tax	$18.16
Order Total	**$238.29**

Please make checks payable to **SmartSign**.

Print Page Image Close Window Image

Security Lighting $203.40



LOWE'S HOME CENTERS, LLC
5022 WEST LOOP 289
LUBBOCK, TX 79424 (806) 791-3000

- SALE -

SALES#: S0271AT3 2236352 TRANS#: 93265631 08-12-20

971997 ENERGIZER LED SEC LIGHT 2 159.92
4 @ 39.98
85001 ENERGIZER D 8-CT 27.98
2 @ 13.99

SUBTOTAL: 187.90
TAX: 15.50
INVOICE 14953 TOTAL: 203.40
DEBIT: 203.40

DEBIT: XXXXXXXXXXXX3621 AMOUNT:203.40 AUTHCD: 055416
CHIP REFID:027114682711 08/12/20 15:53:30
*PIN Verified
TRACE: 00529196

PURCHASE	CASH BACK	TOTAL DEBIT
203.40	0.00	203.40

APL: US DEBIT TVR: 8080048000
AID: A0000000980840 TSI: 6800

STORE: 271 TERMINAL: 14 08/12/20 15:53:51

OF ITEMS PURCHASED: 6

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

THANK YOU FOR SHOPPING LOWE'S

Signage $83.99

Your Vistaprint Order Confirmation

vistaprint®

Add Vistaprint to your address book

My Account:1800-5366-3524

THANK YOU FOR YOUR ORDER

Your Order Number: **W6N9H-Z5A59-8P4** •
Track It

Hi Danielle,

Here are your order details:

Order Date: **8/12/2020**
Delivery Option (*): **Priority**

You can expect to receive items in your order by:

Spacers Pack of 6 - For signs greater 27 and above"	August 21
24" x 36" 3mm Plastic sign	August 21

Payment Type : Visa

Order Summary



Spacers Pack of 6 - For signs greater 27" and above
Qty: 1
Base Price ~~$20.00~~ **$16.00**
Item Total **$16.00**

Edit Your Design



24" x 36" 3mm Plastic signs
Qty: 1
Base Price ~~$62.00~~ **$49.60**
Item Total **$49.60**

Edit Your Design

Merchandise: $65.60
Shipping Charges: $11.99
Sales Tax: $6.40
Total: $83.99

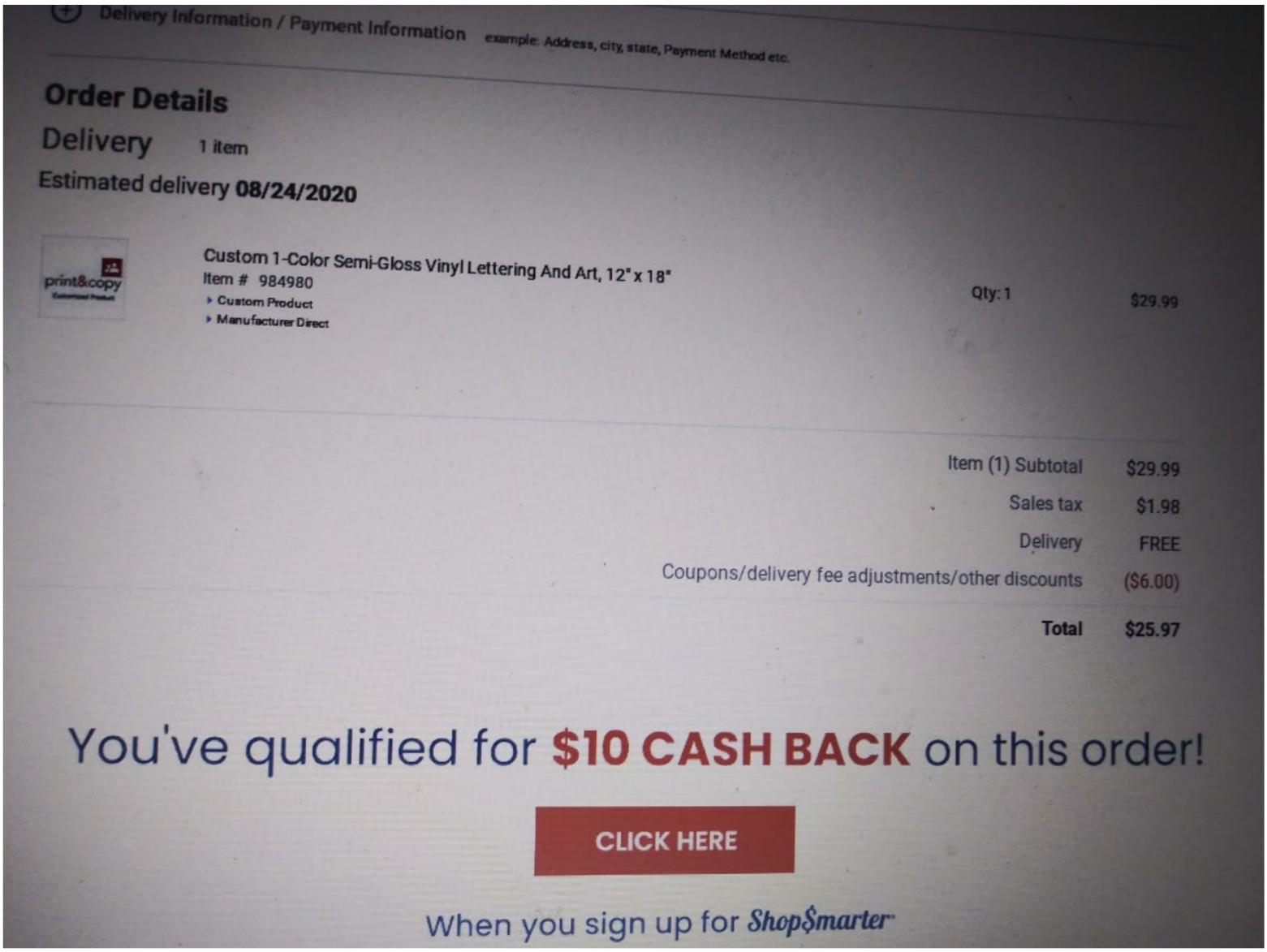
Sold By

Vistaprint Netherlands BV
Hudsonweg 8
Venlo, The Netherlands 5928LW

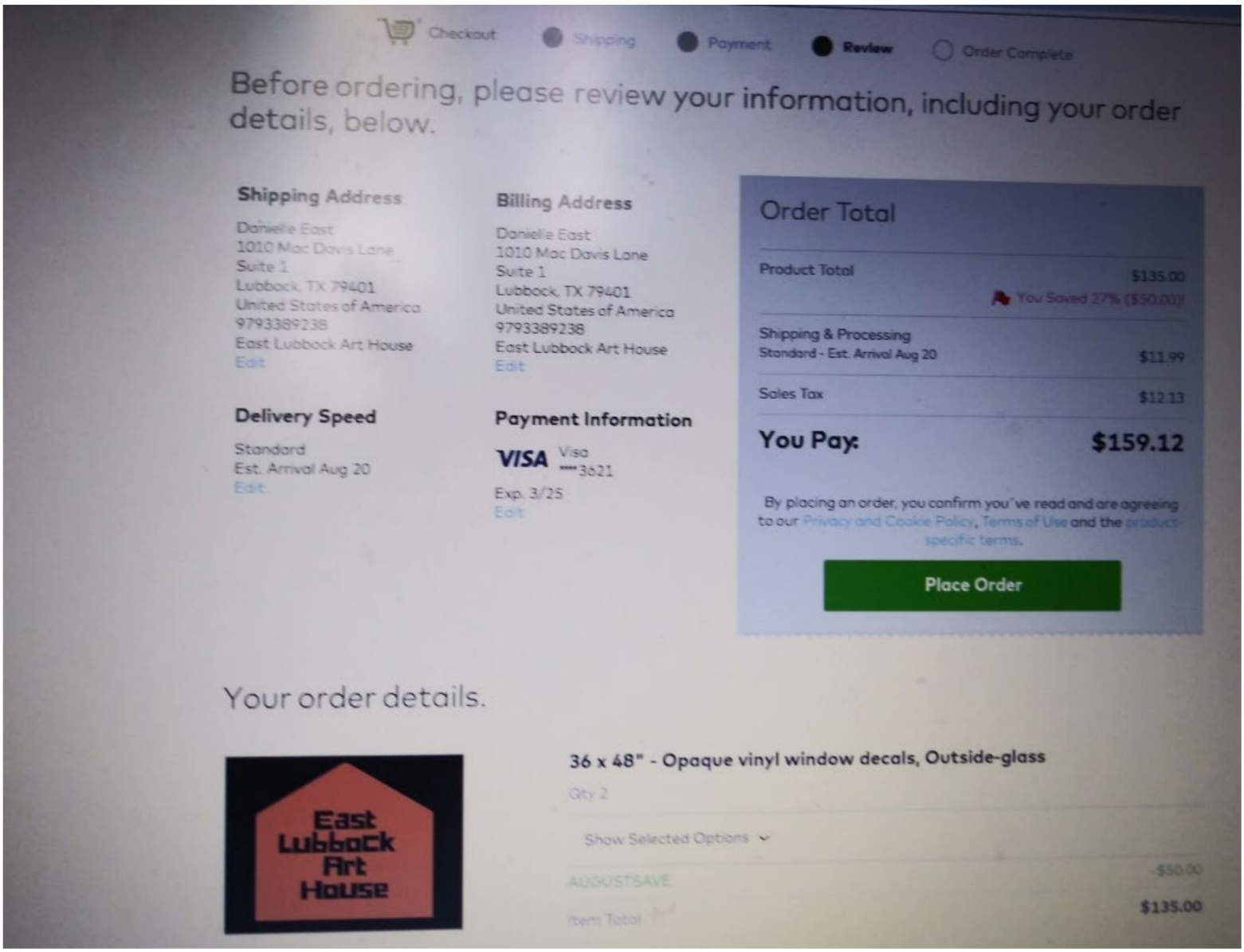
Shipping To:

Danielle East
East Lubbock Art House
1010 Mac Davis Lane

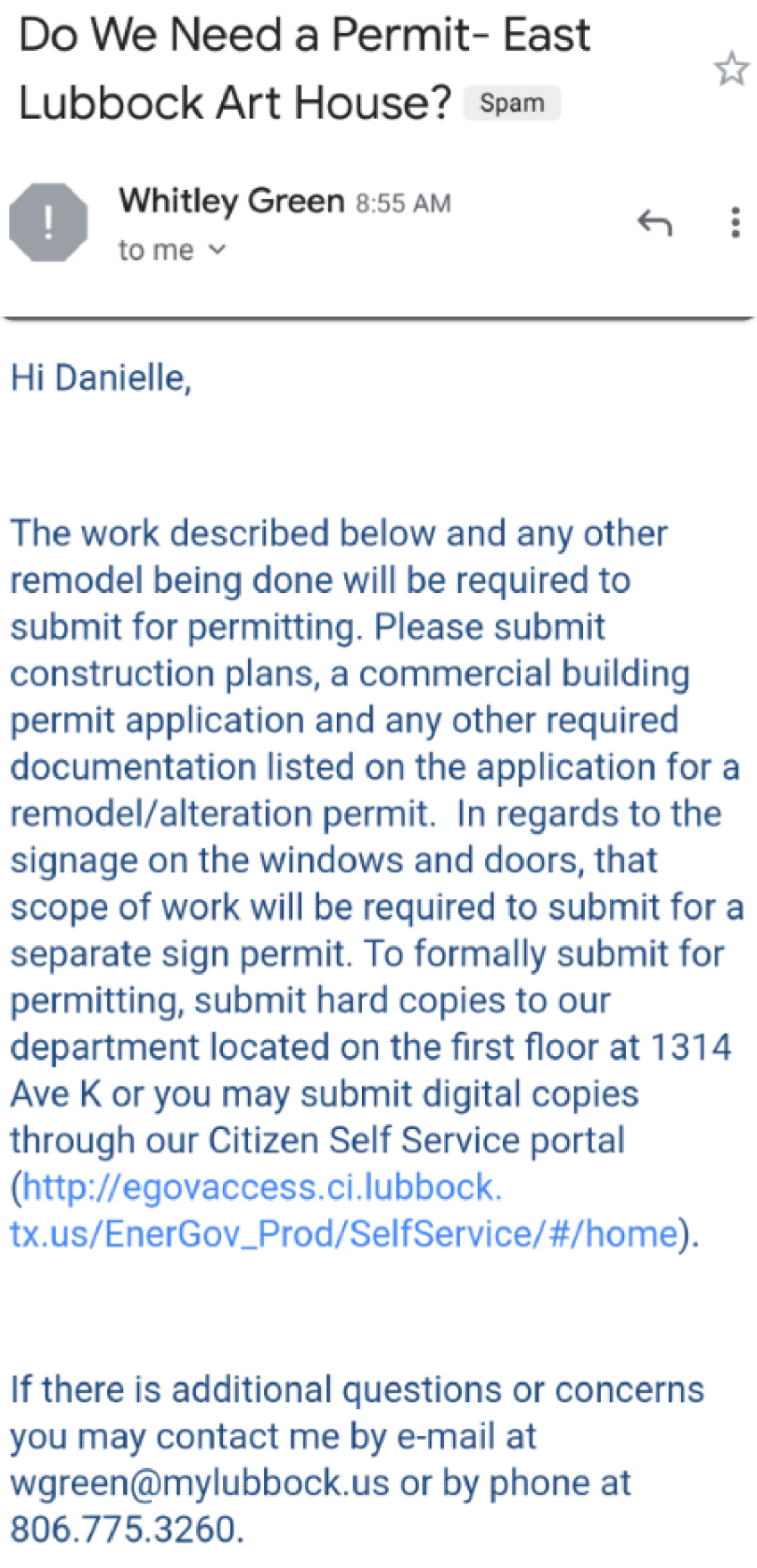
Vinyl Lettering And Art $25.97



Window Decal $159.12



Permits to be pulled after grant application process:



Do We Need a Permit- East Lubbock Art House? Spam

Whitley Green 8:55 AM
to me

Hi Danielle,

The work described below and any other remodel being done will be required to submit for permitting. Please submit construction plans, a commercial building permit application and any other required documentation listed on the application for a remodel/alteration permit. In regards to the signage on the windows and doors, that scope of work will be required to submit for a separate sign permit. To formally submit for permitting, submit hard copies to our department located on the first floor at 1314 Ave K or you may submit digital copies through our Citizen Self Service portal (http://egovaccess.ci.lubbock.tx.us/EnerGov_Prod/SelfService/#/home).

If there is additional questions or concerns you may contact me by e-mail at wgreen@mylubbock.us or by phone at 806.775.3260.

RE 20-53

RESOLUTION APPROVING EAST LUBBOCK ART HOUSE AT 407 MARTIN LUTHER KING JR. BLVD., SUITE B EAST SIDE FAÇADE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, August 26, 2020, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to the newly created East Lubbock Art House, with director Danielle East, which is renovating the building at 407 MLK Jr. Blvd, Suite B, located within the East Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock. East Lubbock Art House (ELAH) is a 501(c)(3) non-profit arts organization dedicated to promoting emerging and marginalized artists as well as working towards the betterment of East Lubbock by hosting art events, exhibitions, creating new programming and distributing art supplies to children living in East Lubbock. The scope of façade work includes awning repair, new signage, flood lights and a new handicapped sign and pole totaling $1,211 in façade expenses. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant East Lubbock Art House, an East Side Façade Grant for the improvements located at 407 MLK Jr. Blvd., Suite B, Lubbock, Texas, which is located within the East Lubbock Neighborhood Empowerment Zone as designated by the City of Lubbock, in the amount of $605, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance to renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Calvin Davis and Seconded by Director, Dr. Matt Bumstead,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with the East Lubbock Art House for the improvements to the building at 407 MLK Blvd., Suite B, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such East Side Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, CFO/COO

Regular City Council Meeting **7. 8.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the City Council to approve a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Teinert Construction, Inc., pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

Item Summary

Teinert Construction, Inc. is renovating the property at 1402 Crickets Avenue, which is located within the Downtown Tax Increment Financing District boundary, as designated by the City of Lubbock. The scope of the project includes installing new fencing, gates and parking canopies.

The cost of the project is estimated to be $65,500, and the requested grant amount is $25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their August 26, 2020 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $65,500, with $25,000 to be paid upon completion, with the requested grant.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Supporting Documentation
Market Lubbock Resolution

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Teinert Commercial Building Services, Inc., is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – Teinert
08.27.20

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1402 Crickets Ave

(Teinert Commercial Building Services, Inc.)

TOTAL COMBINED SCOPE OF WORK = $1,833,866

COMBINED GRANT = $125,000

TOTAL FAÇADE SCOPE OF WORK = $65,500

FAÇADE GRANT = $25,000

TOTAL PERMITTABLE SCOPE OF WORK = $1,768,366

PERMITTABLE GRANT = $100,000

MARKET LUBBOCK

Downtown Grant Program
Presented to MLI Board
August 26, 2020

Project 1402 Crickets Ave (Façade and Permittable)

Teinert Commercial Building Services, Inc. is renovating the property at 1402 Crickets Ave, located in Downtown Lubbock. Teinert Construction, Inc. (a Texas Corporation) was started in Lubbock, TX by Mr. Allen Teinert in 1982 and has grown to become widely regarded as one of the premier general contractors in West Texas

The scope of façade work will include fencing, gates and parking canopies totaling $65,500 and the scope of permittable work will include total renovation of the interior of the building totaling $1,768,366 in expenses for a grand total of $1,833,866 in expense.

The MLI Board is being asked to consider a Downtown Façade Grant for Teinert Commercial totaling $25,000 and a Downtown Permittable Grant totaling $100,000 at 1402 Crickets Ave.

MARKET LUBBOCK

Project Profile - Downtown

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Special Projects
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401

Phone: 806.723.8241
Email: jorge.quirino@lubbockeda.org

*Applications must be received by MLI prior to pulling a City permit or starting construction
***Scope of work must be approved by the City of Lubbock (more detail on page 3)**

Project Property Address	1402 Crickets Ave.

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	Teinert Commercial Building Services, Inc.
Street Address	4009 Clovis Road
City, State, Zip	Lubbock, TX 79415
Company Website	www.teinert.com

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Chad Henthorn
Title	President
Phone Number	806.744.2801
Email	chad@teinert.com

Date	02/19/18

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Chad Henthorn	80%		
Daniel Horton	10%		
Jacob Kirkland	10%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

INFORMATION ABOUT THE PROJECT

Project Name (MLI Use) 1402 Crickets

LCAD R#'s (MLI Use) 116056

Grant Type (Check One): Permittable ☐ Façade ☑

Detailed Project Summary and Description of Work:

Exterior renovation to include: new roof structure and roof with raised cleristory, rehabilitation of brick façade, new windows and storefront, new awnings and shade structures at windows, sidewalk and landscape improvements, exterior fire exit stairwell, parking lot improvements, site fencing. Interior re-design and renovation.

Project's NAICS Code (North American Industry Classification System)

NAICS Description

City Permit Total Amount (if applicable) (TBD)

Summary of Itemized Expenses:	Projected	MLI Approved Reimbursement (MLI USE)
Façade:		
Fencing, Gates, Parking Canopies	$65,500	$25,000
Permittable:		
Detailed schedule of values attached	$1,768,366	$100,000
TOTAL	**$1,833,866**	**$125,000**

Final bids will be used to calculate the project cost and grant amount.

Scope of work must be approved by the City of Lubbock

The link below includes the City documents used to determine compliance:
https://www.ci.lubbock.tx.us/departmental-websites/departments/planning/area-redevelopment

- 1999 Design Standards for Central Business District
- Central Business District – CB-2
- Central Business District – CB-3
- Central Business District – CB-4
- Central Business District – CB-5
- Central Business District – CB-6
- Downtown Public Improvements Design Standards

The property owner or leasee is responsible for communicating directly with the City of Lubbock to determine if any aspects of the scope of work require permits as well as determining if public improvements will be required.

DOCUMENTS FROM THE APPLICANT

Required at the time of application:

- [x] Project Profile
- [ ] City Approval
  - Permits
    - [ ] Required
    - [ ] Not Required
  - Publick Improvements
    - [ ] Required
    - [ ] Not Required
- [x] Detailed & Itemized Construction Bids
  and/or
- [x] Schedule of Values w/Architectural Plans
- [ ] Before Picture (prior to construction beginning)
- [x] Architectural Renderings (if applicable)

Required after completion of construction:

- [ ] Certificate of Occupancy or Similar City Document (Permit)
- [ ] City Written Verification of Guideline Compliance (Non-Permit)
- Proof of Payment:
  - [ ] Paid Invoices
  - [ ] Canceled Checks, Bank or Credit Card Statement
    (Please mark out identifying account numbers)

Exhibit B - Pricing Summary

TEINERT CONSTRUCTION

Teinert Office - 2nd Floor
Lubbock, TX

Date: 6/9/2020

PRICING SUMMARY

Bldg. Area: 19,500 sf
Schedule: 5.0 mo

Phase	Description	w/ pkg	Labor	Material	Sub	Total	Sub/Supplier	$/sqft
						0		-
Teinert 2nd Floor Renovation						0		-
						0		-
GENERAL CONDITIONS						0		-
	General Conditions				46,350	46,350		2.38
	Design & Engineering Fees				paid	0	CHA	-
COST OF WORK						0		-
	Building Permit				1,600	1,600	Allowance	0.08
						0		-
02000	Fencing/Gates				42,000	42,000	J&S	2.15
	Parking Canopies				23,500	23,500	Rentfro	1.21
						0		-
03000	Concrete Floor Float				15,000	15,000	Koch	0.77
03200	Concrete Paving				82,000	82,000	Rentfro	4.21
						0		-
04200	Masonry				23,540	23,540	Woodstock	1.21
						0		-
05500	Misc Metals				80,000	80,000	Beck/Budget	4.10
						0		-
06100	Rough Carpentry				W/Gyp	0	Hamilton	-
	Framing at Casettes				W/RC	0	Teinert	-
						0		-
06400	Millwork				39,723	39,723	Third Day	2.04
	Quartz Tops				2,000	2,000	Collins	0.10
						0		-
07200	Building Insulation				W/Gyp	0	Rojo	-
						0		-
08111	HM Doors and Frames			22,176		22,176	RSM	1.14
08212	Wood Doors			W/HM		0	RSM	-
08400	Alum Storefront				24,329	24,329	South Plains	1.25
08700	Hardware			W/HM		0	RSM	-
08800	Glazing				W/Alum	0	South Plains	-
						0		-
09250	Gypsum Drywall				85,900	85,900	Hamilton	4.41
09300	Tile				30,000	30,000	Collins	1.54
	Exterior Building Tile				30,000	30,000	Allowance	
09510	Acoustical Ceilings				W/Gyp	0	Hamilton	-
09600	Resilient Flooring				35,122	35,122	Yates	1.80
09680	Carpet				18,514	18,514	Yates	0.95
09900	Painting				67,900	67,900	Padgett	3.48
						0		-
10161	Toilet Partitions			23,359		23,359	A+	1.20
10441	Interior Graphics				3,850	3,850	Budget	0.20
10522	FE & FEC's			500		500	Budget	0.03
10800	Toilet Accessories			1,908		1,908	A+	0.10
						0		-
11451	Appliances				10,000	10,000	Budget	0.51
						0		-
14000	Elevator				64,000	64,000	Advance	3.28
						0		-
15300	Automatic Fire Suppression System				48,560	48,560	BKK	2.49
	Tap and Line				14,400	14,400	BKK	0.74
						0		-
15500	Mechanical and Plumbing				263,000	263,000	BTAC	13.49
						0		-
16000	Electrical & Fire Alarm				198,500	198,500	Larcon	10.18
	Data				33,000	33,000	Budget	1.69
						0		-
	SUBTOTAL		0	47,943	1,282,788	1,330,731		68.24
	SUBTOTAL					1,330,731		-

Exhibit B - Pricing Summary

						-
Builder's Risk Insurance	5	0.010%		665		-
General Liability & Other Insurance		0.660%		8,783		-
				0		-
SUBTOTAL				1,340,179		68.73
Fee		0.00%		0		-
SUBTOTAL				1,340,179		
Payment and Performance Bond		n/a		0		-
GROSS RECEIPTS TAX		8.250%		110,565		
Base Bid Summary				1,450,744		74.40
Prior Expenditures (out of pocket)				**383,122**		
Cost of Property						
TOTAL COST				1,833,866		94.04

Total Cost $1,833,866
Facade Cost $65,500
Permittable Cost $1,768,366

Exhibit B - Pricing Summary

TEINERT CONSTRUCTION

Teinert Office - 2nd Floor
Lubbock, TX

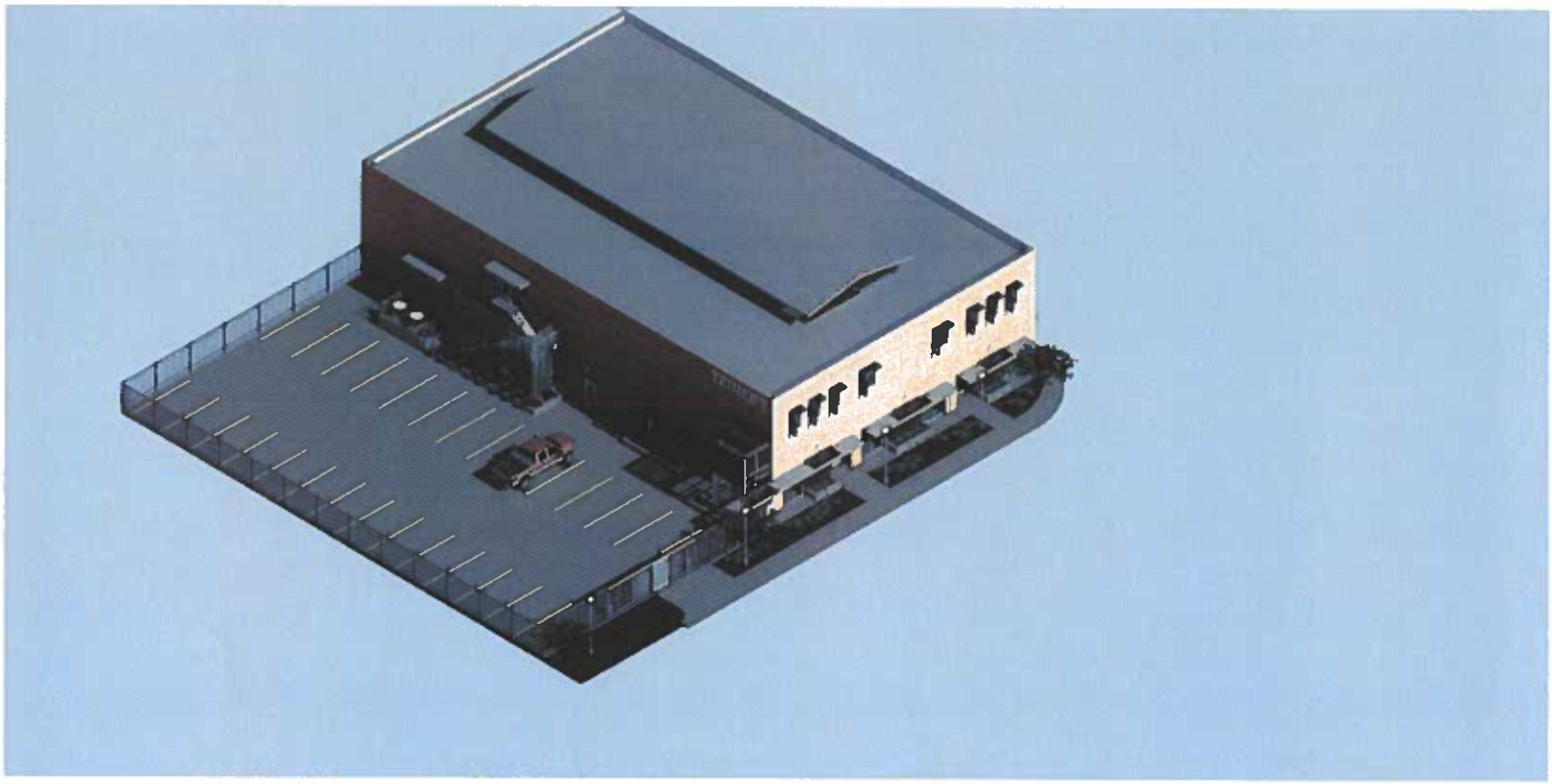
PRIOR EXPENDITURES

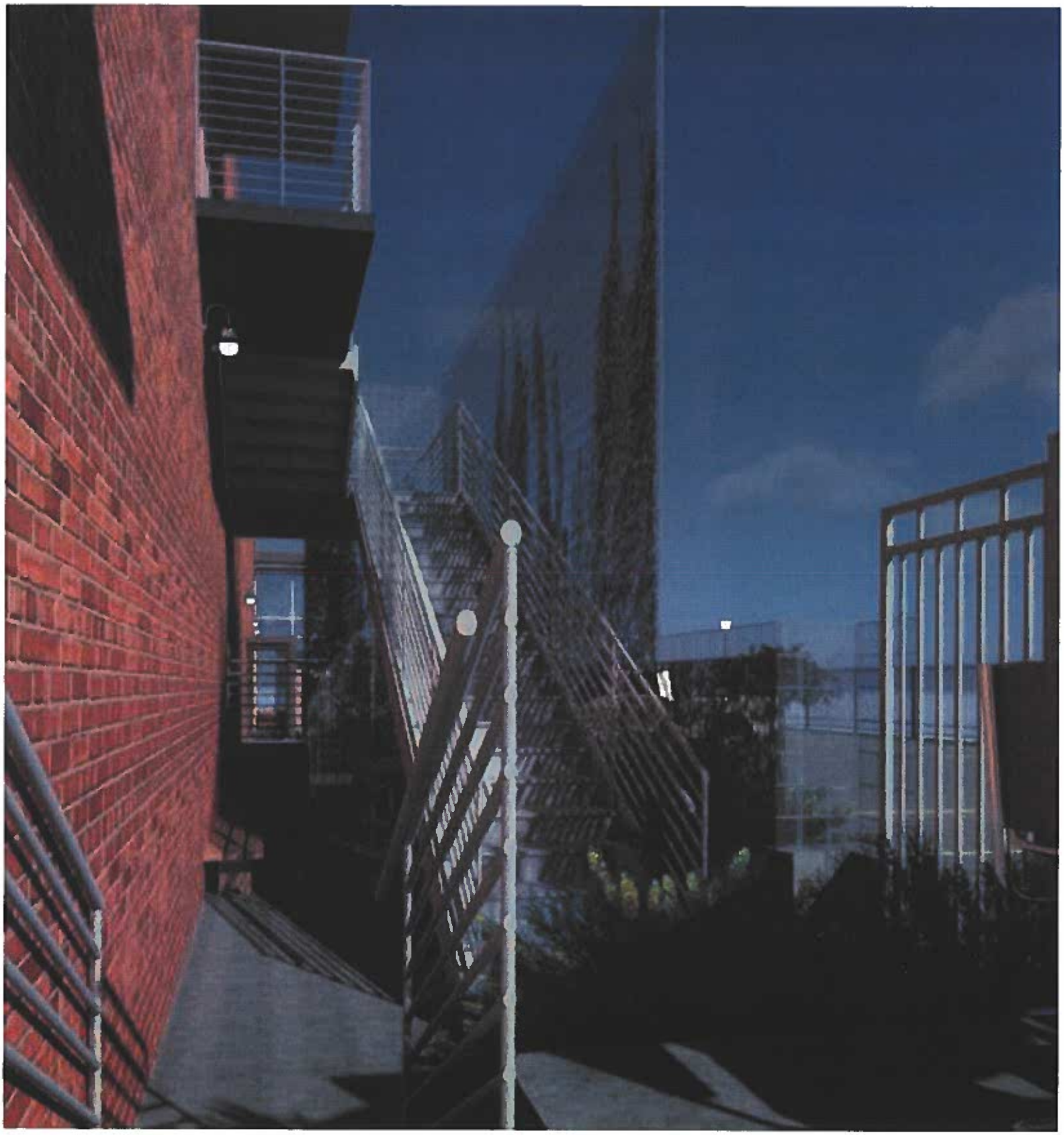
Bldg. Area: **19,500 sf**

Phase	Description	w/ pkg	Labor	Material	Sub	Total	Sub/Supplier	$/sqft
						0		-
Teinert 2nd Floor Renovation						0		-
						0		-
GENERAL CONDITIONS						0		-
	Architectural Design				39,950	39,950	CHA	2.05
	Mechanical Engineering				20,124	20,124	Agnew	1.03
	Structural Engineering				2,432	2,432	JQ	0.12
						0		-
COST OF WORK						0		-
	Demolition Permit				50	50	Allowance	0.00
	Demolition				11,600	11,600	ENCO	0.59
						0		-
	Gyp-crete Floor Leveling				12,500	12,500	Koch	0.64
						0		-
	Masonry Washdown & Patch					0	Llano	-
						0		-
	Structural & Misc. Steel				28,217	28,217	Beck	1.45
						0		-
	Framing Materials				11,500	11,500	84 Lumber	0.59
	Wood Trusses				2,393	2,393	Noltex	0.12
	Framing Installation				20,800	20,800	Rojo	1.07
						0		-
	Roofing				120,962	120,962	ABF	6.20
						0		-
	Aluminum Storefront & Glass (2nd Floor)				37,000	37,000	SPG	1.90
						0		-
	New Electrical Service				43,900	43,900	Larcon	2.25
						0		-
						0		-
	SUBTOTAL		0	0	351,428	351,428		18.02

SUBTOTAL				351,428		-
						-
Builder's Risk Insurance	5	0.010%		176		-
General Liability & Other Insurance		0.660%		2,319		-
				0		-
SUBTOTAL				353,923		18.15
Fee		0.00%		0		-
SUBTOTAL				353,923		
Payment and Performance Bond		*n/a*		0		-
GROSS RECEIPTS TAX		**8.250%**		29,199		
Base Bid Summary				383,122		19.65

TOTAL COST	383,122

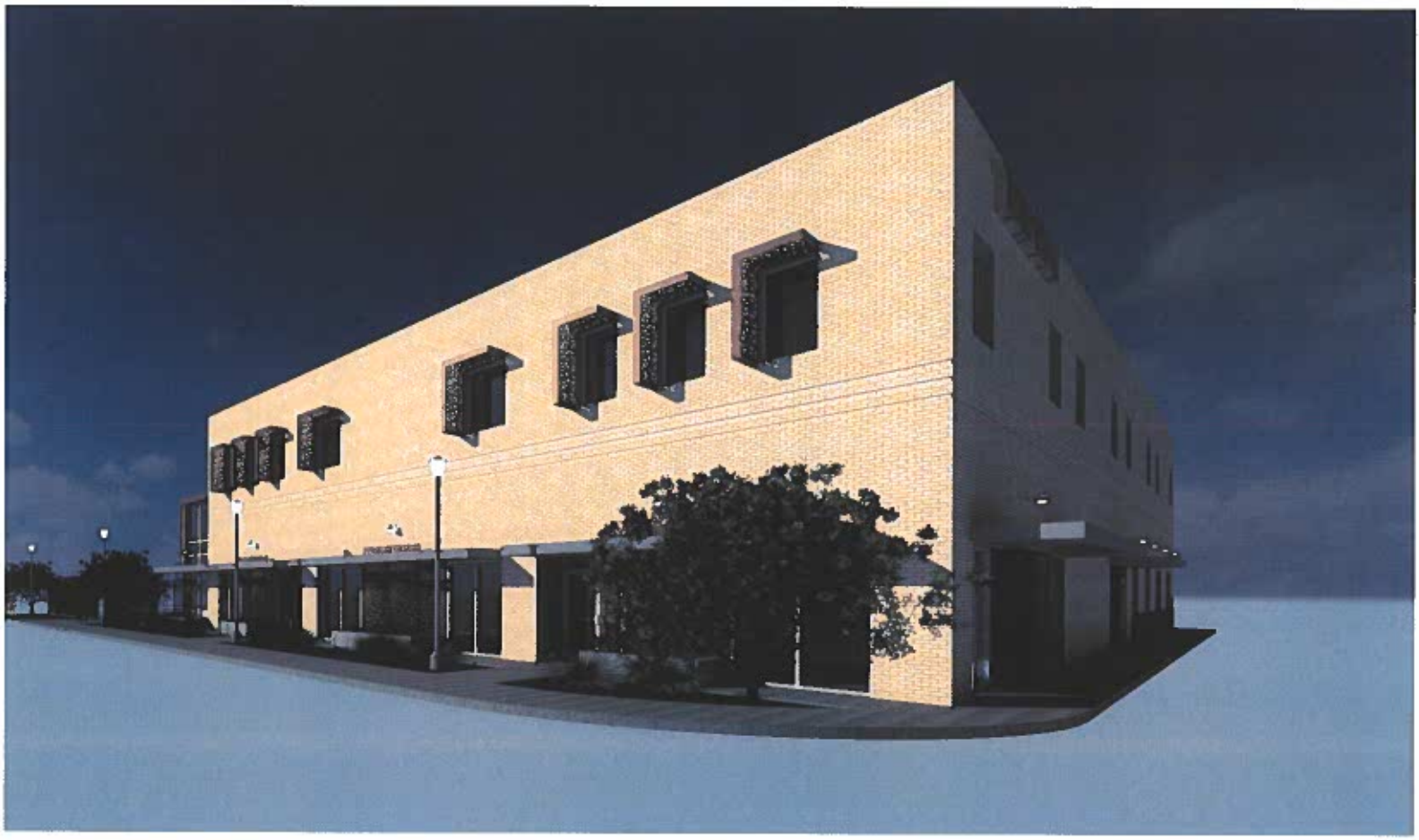







TEINERT


TENANT





TEINERT CONSTRUCTION
EXTERIOR IMPROVEMENTS AND NEW ROOF

1402 CRICKETS, LUBBOCK, TEXAS

ARCHITECT - CHAPMAN HARVEY ARCHITECTS, INC.
612 BROADWAY
LUBBOCK, TEXAS 79401

STRUCTURAL ENGINEER - JQ LUBBOCK
1204 BROADWAY, SUITE 204
LUBBOCK, TEXAS 79401



CONCEPTUAL DRAWING

DRAWING INDEX

CS1 COVER SHEET

STRUCTURAL

[illegible]

ARCHITECTURAL

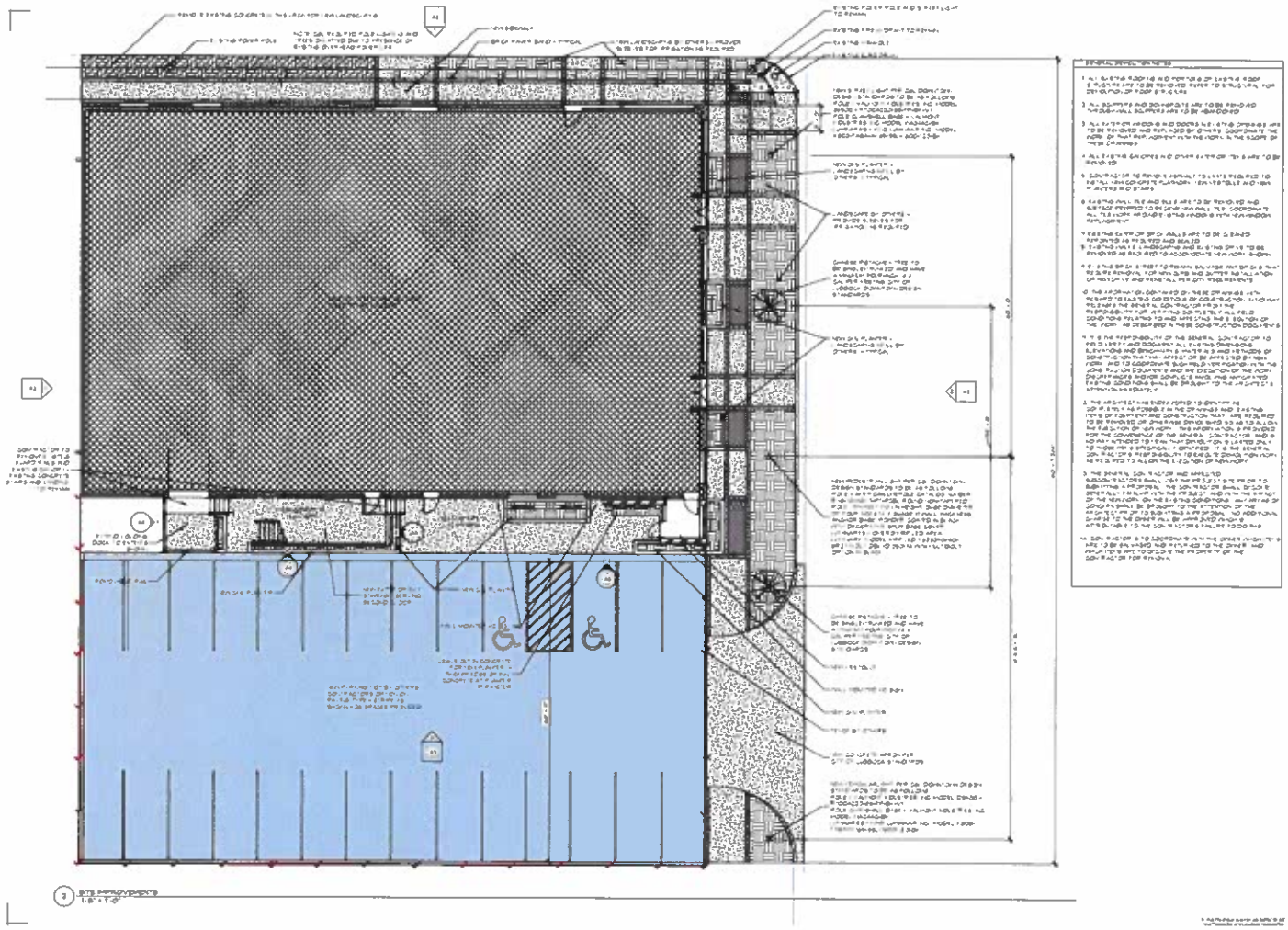
[illegible]

ChapmanHarvey ARCHITECTS, INC.

TEINERT CONSTRUCTION
EXTERIOR IMPROVEMENTS AND NEW ROOF
1402 CRICKETS, LUBBOCK, TEXAS

DATE 10/17/18
JOB 1801

CS1

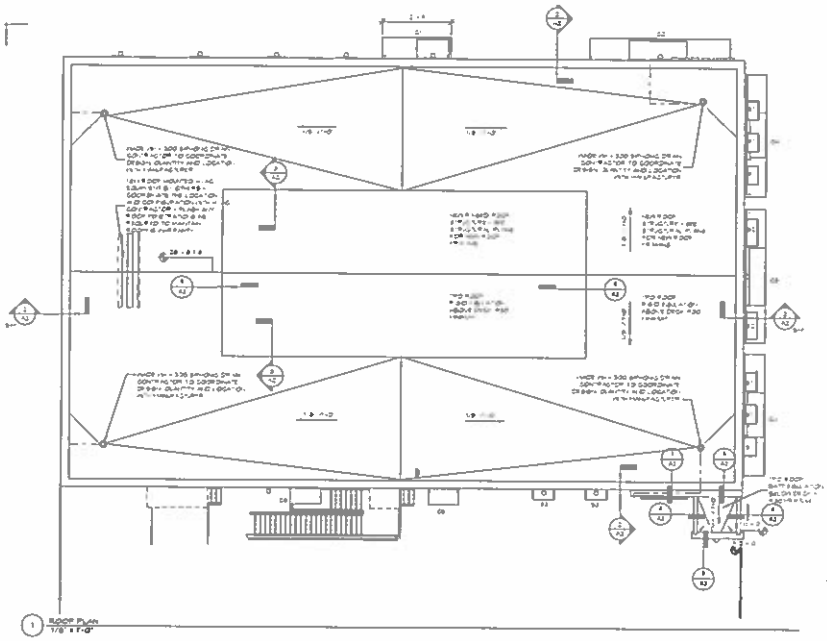


TEINERT CONSTRUCTION
EXTERIOR IMPROVEMENTS
AND NEW ROOF
1402 CRICKETS, LUBBOCK, TEXAS

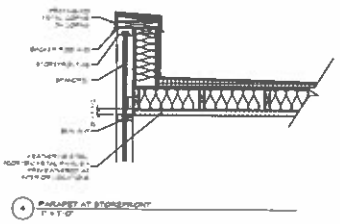
ChapmanHarvey
ARCHITECTS, INC.

DATE 10/17/18
1801

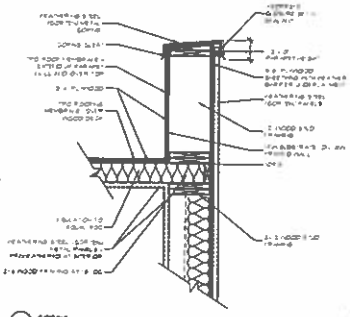
A1



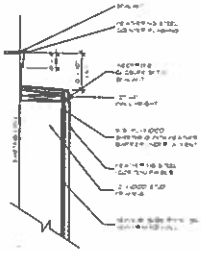
1 ROOF PLAN
1/8" = 1'-0"



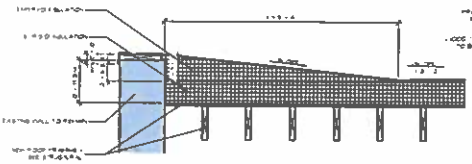
4 PARAPET AT STOREFRONT
1" = 1'-0"



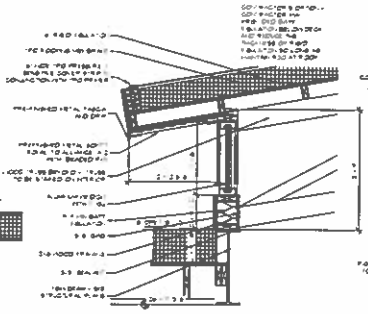
5 COPING
1" = 1'-0"



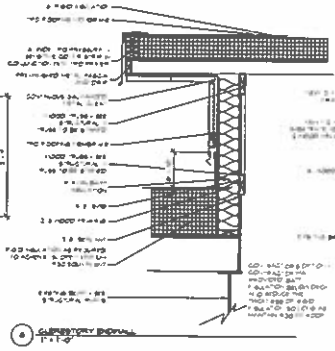
7 FLASHING AT MEN WALL
1" = 1'-0"



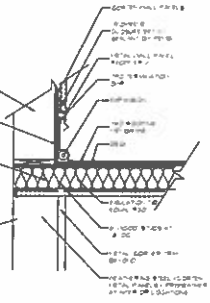
2 SECTION AT PARAPET
1" = 1'-0"



3 DETAIL AT CLERESTORY
1" = 1'-0"



6 CLERESTORY ENDWALL
1" = 1'-0"



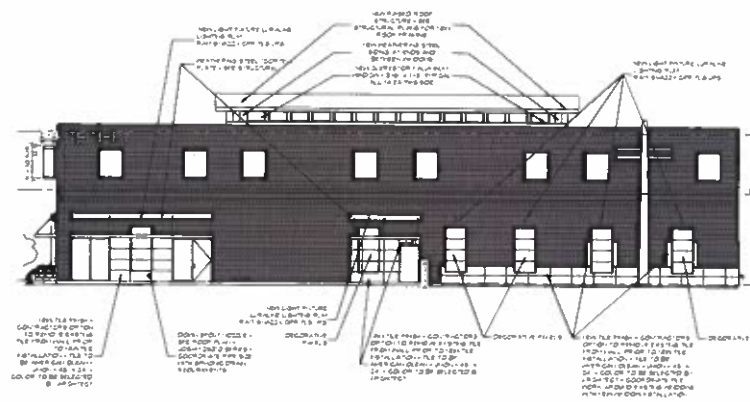
8 FLASHING AT VESTIBULE
1" = 1'-0"

ChapmanHarvey
ARCHITECTS, INC.

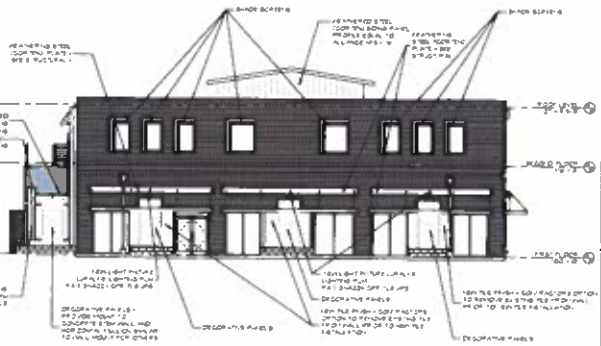
TEINERT CONSTRUCTION
EXTERIOR IMPROVEMENTS
AND NEW ROOF
1402 CRICKETS, LUBBOCK, TEXAS

date 10/17/18
job 1801

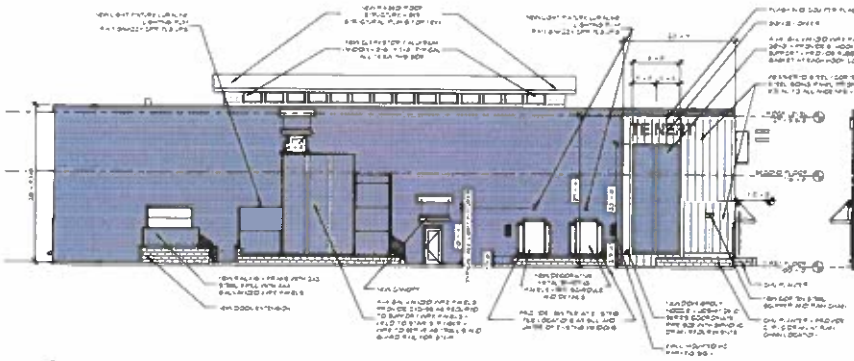
sheet A2
of 7



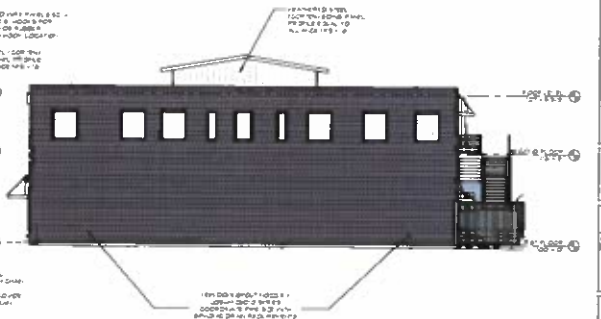
1 NORTH ELEVATION
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"



3 SOUTH ELEVATION
1/8" = 1'-0"



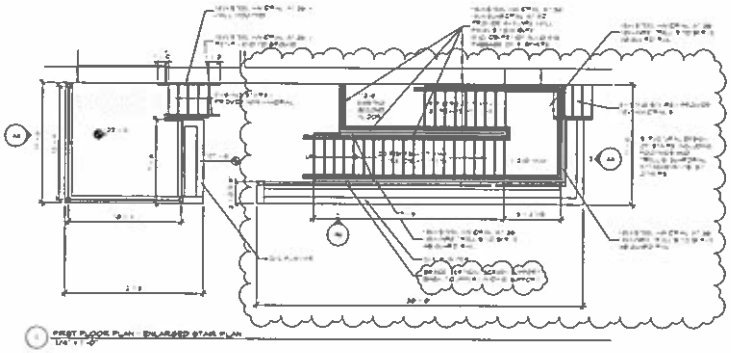
4 WEST ELEVATION
1/8" = 1'-0"

ChapmanHarvey ARCHITECTS, INC.

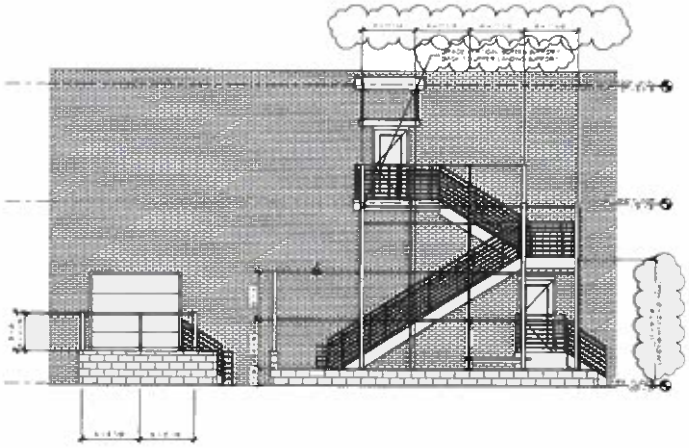
TEINERT CONSTRUCTION
EXTERIOR IMPROVEMENTS AND NEW ROOF
1401 CRICKETS, LUBBOCK, TEXAS

date 10/17/18
job 1801

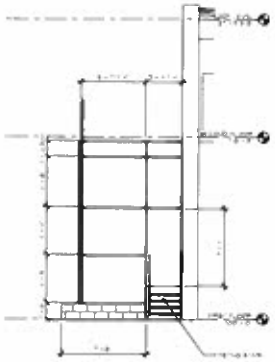
sheet A3
of 7



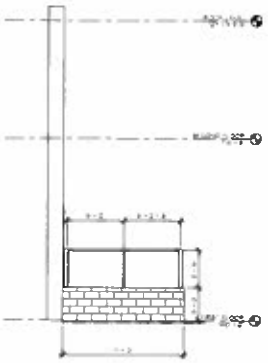
FIRST FLOOR PLAN - ENLARGED STAIR PLAN
1/4" = 1'-0"



Elevation 3 - 2
1/4" = 1'-0"



Elevation 3 - 4
1/4" = 1'-0"



Elevation 4 - 3
1/4" = 1'-0"

ChapmanHarvey
ARCHITECTS, INC.

TEINERT CONSTRUCTION
EXTERIOR IMPROVEMENTS
AND NEW ROOF
1402 CRICKETS, LUBBOCK, TEXAS

10/17/18
1801

A4

7

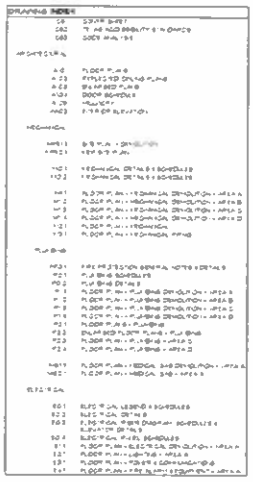
TEINERT CONSTRUCTION

SECOND FLOOR INTERIOR IMPROVEMENTS

1402 CRICKETS, LUBBOCK, TEXAS

ARCHITECT - CHAPMAN HARVEY ARCHITECTS, INC.
612 BROADWAY
LUBBOCK, TEXAS 79401

M.E.P. - AGNEW AND ASSOCIATES
15035 QUAKER AVENUE
LUBBOCK, TEXAS 79423

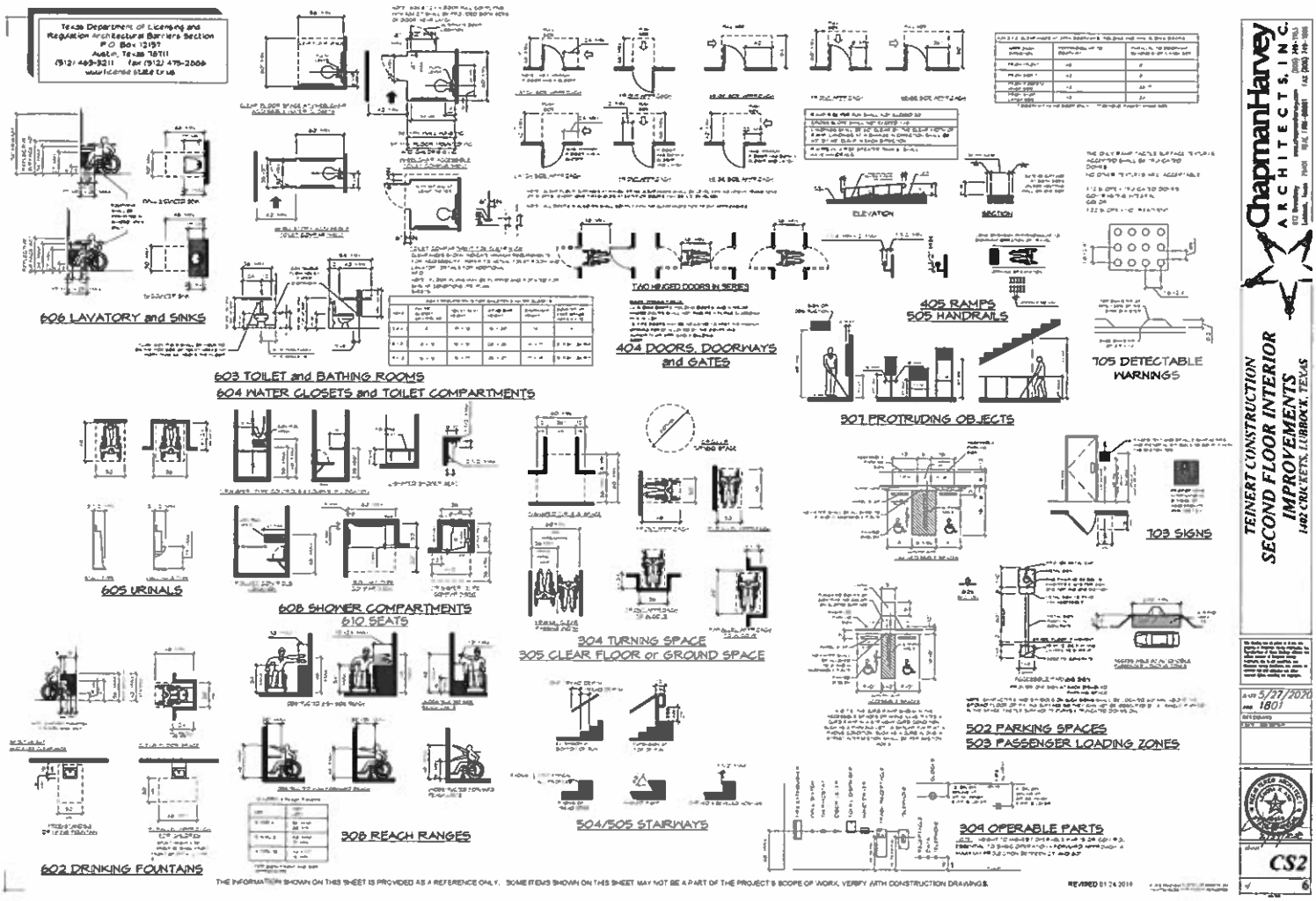


ChapmanHarvey ARCHITECTS, INC.

TEINERT CONSTRUCTION
SECOND FLOOR INTERIOR IMPROVEMENTS
1402 CRICKETS, LUBBOCK, TEXAS

DATE 5/27/2020
1801

CS1


Texas Department of Licensing and Regulation Architectural Barriers Section
P.O. Box 12157
Austin, Texas 78711
(512) 463-3211 fax (512) 475-2886
www.license.state.tx.us
606 LAVATORY and SINKS
603 TOILET and BATHING ROOMS
604 WATER CLOSETS and TOILET COMPARTMENTS
TWO HINGED DOORS IN SERIES
404 DOORS, DOORWAYS and GATES
ELEVATION
SECTION
405 RAMPS
505 HANDRAILS
705 DETECTABLE WARNINGS
307 PROTRUDING OBJECTS
605 URINALS
608 SHOWER COMPARTMENTS
610 SEATS
304 TURNING SPACE
305 CLEAR FLOOR or GROUND SPACE
703 SIGNS
502 PARKING SPACES
503 PASSENGER LOADING ZONES
602 DRINKING FOUNTAINS
308 REACH RANGES
504/505 STAIRWAYS
309 OPERABLE PARTS
THE INFORMATION SHOWN ON THIS SHEET IS PROVIDED AS A REFERENCE ONLY. SOME ITEMS SHOWN ON THIS SHEET MAY NOT BE A PART OF THE PROJECT'S SCOPE OF WORK. VERIFY WITH CONSTRUCTION DRAWINGS.
REVISED 01.24.2019
ChapmanHarvey
ARCHITECTS, INC.
TEINERT CONSTRUCTION
SECOND FLOOR INTERIOR
IMPROVEMENTS
1402 CRICKETS, LUBBOCK, TEXAS
5/27/2020
1801
CS2
6

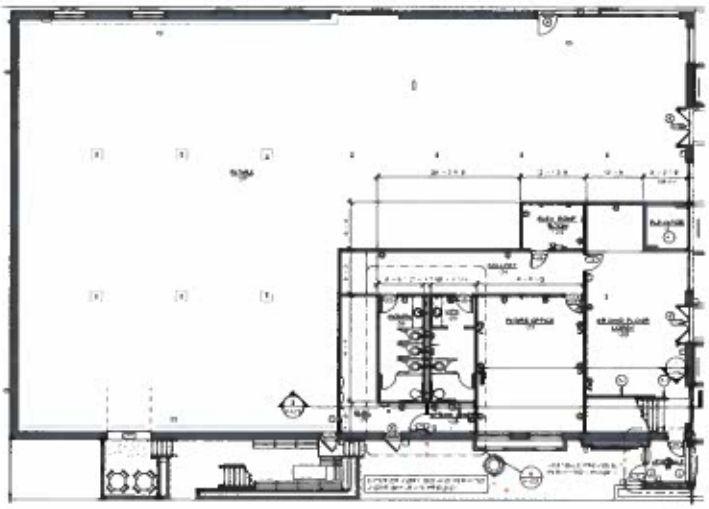
FIRST FLOOR OCCUPANT LOAD BY SPACE CODE 1

Number	Space	IBC Classification	Area	OCF	Occ. Load	Sub Total
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
30	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
31	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
32	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
33	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
34	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
35	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
36	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
37	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
38	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

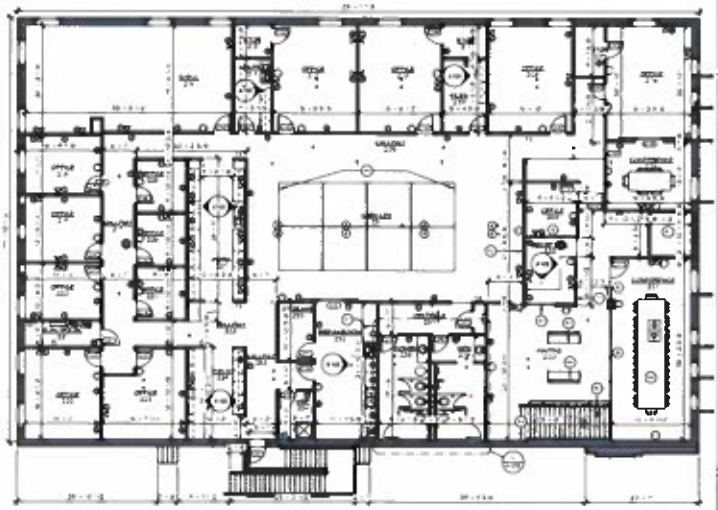
SECOND FLOOR OCCUPANT LOAD BY SPACE

Num	Space	IBC Classification	Area	OCF	Occ. Load	Sub Total
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

P1	[illegible]
P2	[illegible]
P3	[illegible]
P4	[illegible]
P5	[illegible]
P6	[illegible]
P7	[illegible]
P8	[illegible]



1 FIRST FLOOR PLAN ANNOTATED



2 SECOND FLOOR ANNOTATED

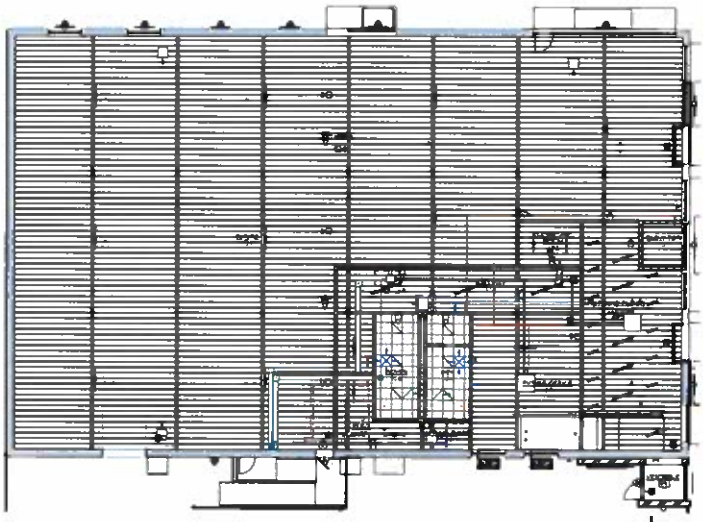
Chapman Harvey ARCHITECTS, INC.

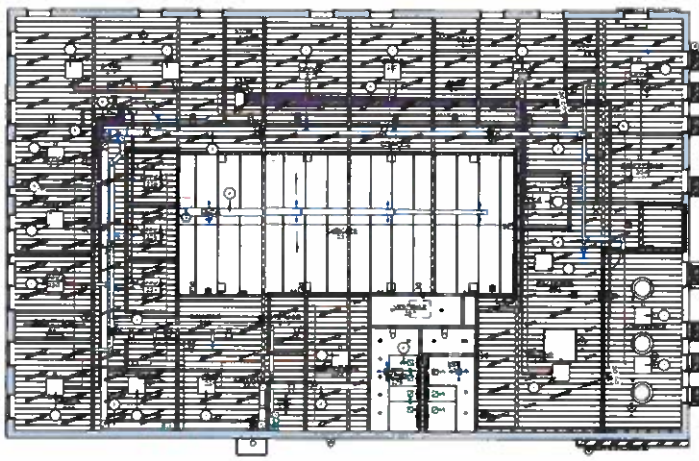
TEINERT CONSTRUCTION
SECOND FLOOR INTERIOR IMPROVEMENTS
1402 CRICKETS, LUBBOCK, TEXAS

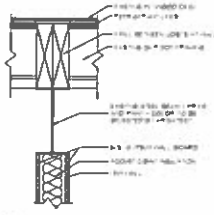
5/27/2020
1801

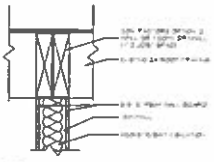
A101

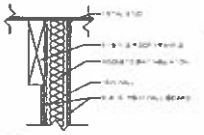
6











ChapmanHarvey
ARCHITECTS, INC.

TEINERT CONSTRUCTION
SECOND FLOOR INTERIOR IMPROVEMENTS
1402 CRICKETS, LUBBOCK, TEXAS

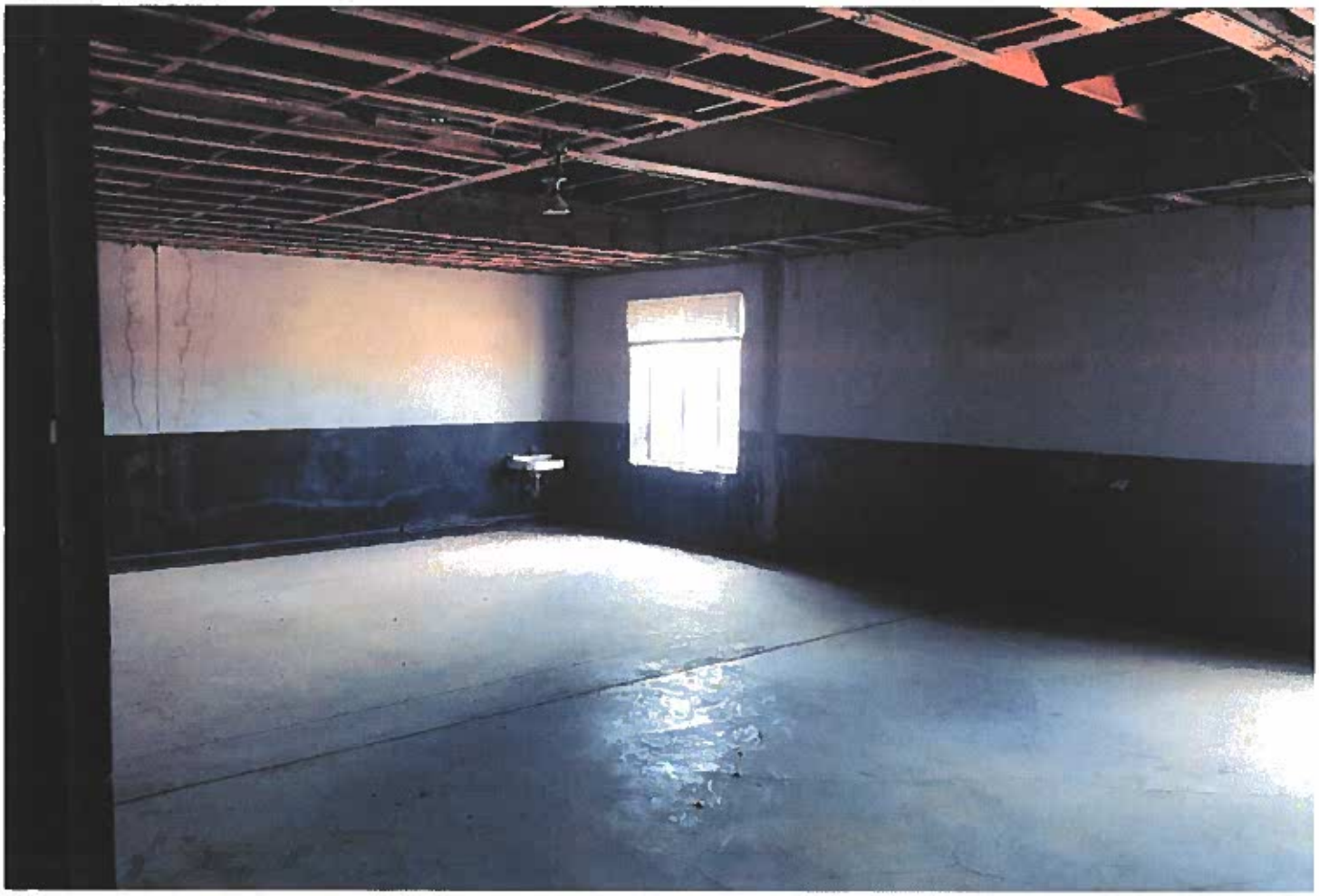
5/27/2020
1801

A102









CITY OF LUBBOCK

PERMIT RECEIPT

APN: 6670000016700016000
DATE ISSUED: 01-Feb-2019
PERMIT: COMM-064264-2018
SCOPE: Commercial Building Alterations
SITE ADDRESS: 1402 Crickets Ave
SUBDIVISION: ORIGINAL TOWN LUBBC
CITY: Lubbock

PARCEL OWNER: HENTHORN HORTON KI
ADDRESS: PO BOX 5327
CITY/STATE/ZIP: LUBBOCK, TX 79408

Contact	Company	Role	Billing Contact
CHAD HENTHORN	TEINERT COMMERCIAL	Contractor	Yes

Date	Fee Name	Fee Notes	Paid To Date	Balance Due
26-Oct-2018	Comm - Alteration/Remodeling		$109.12	$0.00
26-Oct-2018	Advanced Building Permit Plan Review Fee (50.00)		$50.00	$0.00
			Total	$0.00

Payment Number	Payment Date	Payment Type	Payment Note	Transaction Type	Billing Contact	Payment Amount
TRC-078699-26-10-2018	10/26/2018	Visa (Wells Fargo)		Fee Payment	Chad Henthorn	$50.00

Fee Name	CREDIT ACCOUNT	DEBIT ACCOUNT	AMOUNT PAID
Advanced Building Permit Plan Review Fee (50.00)	100.6222	100.1548	$50.00

Payment Number	Payment Date	Payment Type	Payment Note	Transaction Type	Billing Contact	Payment Amount
TRC-084915-01-02-2019	02/01/2019	Visa (Wells Fargo)		Fee Payment	CHAD HENTHO	$109.12

Fee Name	CREDIT ACCOUNT	DEBIT ACCOUNT	AMOUNT PAID
Comm - Alteration/Remodeling	100.6222	100.1548	$109.12

CITY OF LUBBOCK
ALTERATIONS COMMERCIAL BUILDING

Date Entered	Date Expires	Permit Type/Number	Project Number
01-Feb-2019	31-Jul-2019	COMM-064264-2018	

Parcel

PIN: 41489
Address: 1402 CRICKETS AVE
Zip: 79401
Units:
Subdivision: ORIGINAL TOWN LUBBOCK
Legal Detail: ORIG T LUBBOCK BLK 167 L 15-20

Zone	Type of Construction	Occupancy
	V-B	B

Proposed Development

437 - COMMERCIAL ADDITIONS /ALTERATIONS

MIN. FINISHED FLOOR ELEV. Not Determined PER TABLE 403.1. 7.3, 2009 IRC AMENDMENTS.

FLOOD PLAIN?

ORIG T LUBBOCK BLK 167 L 15-20 19,50(

Building Safety (Commercial) APPROVAL : 01/22/2019
COMMENTS: 11/13/2018 Review Comments
-Interior Alteration permit to be submitted? (Future submittal)
-Existing CO? (unknown)
-Exterior Exit Stair details (noted "By Others") (Detail drawings to be submitted)
-Exterior Exit Stair location pending preliminary floor plan submittal.

Drainage Review APPROVAL : 10/26/2018
COMMENTS: Released -WH

Environmental Health APPROVAL : 10/26/2018
COMMENTS:

Floodplain Building Safety Plan Review APPROVAL : 10/26/2018
COMMENTS: Not in Special Flood Hazard Area -WH (Zone X/305E)

IWMP APPROVAL : 10/26/2018
COMMENTS:

Plats APPROVAL : 11/02/2018
COMMENTS: Property is platted. ORIG T LUBBOCK BLK 167 L 15-20

Street Engineering Review APPROVAL : 10/31/2018
COMMENTS:

SWP3 APPROVAL : 10/31/2018
COMMENTS: 10/31/18 MS4 only projects – The following apply: 1) Stormwater Ordinance Section 22.11 and 2) if lanc disturbance is equal to or greater than 1 acre then TCEQ TPDES CGP requirements apply. – MA

Traffic Engineering APPROVAL : 10/31/2018
COMMENTS:

Date Entered	Date Expires	Permit Type/Number	Project Number
01-Feb-2019	31-Jul-2019	COMM-064264-2018	

Water Engineering APPROVAL : 11/05/2018
COMMENTS:

Water Utilities Pro Rata (Commercial) APPROVAL : 11/05/2018
COMMENTS:

Zoning APPROVAL : 12/12/2018
COMMENTS: 11/6/18: left message with applicant. parking insufficient. Need 45 spaces, drawings show 27.
12/12/18: Approved at ZBA, plans approved.

TO REQUEST INSPECTIONS CALL (806)775-3159 OR (806)775-3174 FOR BUILDING INSPECTION AND (806)775-2589 FOR WATER UTILITIES.

CBD - TEINERT CONSTRUCTION EXTERIOR IMPROVEMENTS

Valuation	Square Footage	C of O Required
$48,500.00	19,500.00	YES

Professional

TEINERT COMMERCIAL
HENTHORN, CHAD 806-548-0153
P O BOX 5327
LUBBOCK, TX 79408
State License: ACTIVE
Professional License:

Required Inspections

Zoning Final
Fire Final
Fire Final
Building Final
Slab Building
Footing
Framing

Date Entered	Date Expires	Permit Type/Number	Project Number
01-Feb-2019	31-Jul-2019	COMM-064264-2018	

Notice/Signature

I hereby certify that the above statements are true facts concerning the construction of the building or other work for which this application is made. I also understand that the issuance of this permit does not relieve the permit holder from the responsibility of complying with all applicable City of Lubbock regulations, codes and ordinances and that failure to comply may subject the permit holder to criminal and/or civil liability.

Issuance of this city permit does not insure compliance with state or federal regulations, rules or laws. I understand that it is the responsibility of the permit holder or his agents to meet applicable state and federal requirements. These requirements may include, but are not limited to, those imposed by the Americans with Disabilities Act, the U. S. Environmental Protection Agency, the Texas Architectural Barriers Act, the Texas Department of Licensing and Regulation, the Texas Department of Health and the Texas Commission of Environmental Quality. This list is not all-inclusive and other federal or state requirements may be applicable.

Customer Signature:_____ **Permit Issued By:** 19979

CITY OF LUBBOCK

PERMIT RECEIPT

APN: 6670000016700016000
DATE ISSUED: 30-Jun-2020
PERMIT: COMM-096935-2020
SCOPE: Commercial Building Alterations
SITE ADDRESS: 1402 Crickets Ave
SUBDIVISION: ORIGINAL TOWN LUBBC
CITY: Lubbock

PARCEL OWNER: HENTHORN HORTON KI
ADDRESS: PO BOX 5327
CITY/STATE/ZIP: LUBBOCK, TX 79408

Contact	Company	Role	Billing Contact
CHAD HENTHORN	TEINERT COMMERCIAL	Contractor	Yes

Date	Fee Name	Fee Notes	Paid To Date	Balance Due
17-Jun-2020	Building Permit Plan Review Fee	25% of Permit Fees	$231.25	$0.00
01-Jun-2020	Advanced Building Permit Plan Review Fee (50.00)		$50.00	$0.00
01-Jun-2020	Comm - Alteration/Remodeling		$1,125.00	$0.00
			Total	**$0.00**

Payment Number	Payment Date	Payment Type	Payment Note	Transaction Type	Billing Contact	Payment Amount
TRC-120618-01-06-2020	06/01/2020	Visa (Wells Fargo)		Fee Payment	CHAD HENTHO	$50.00

Fee Name	CREDIT ACCOUNT	DEBIT ACCOUNT	AMOUNT PAID
Advanced Building Permit Plan Review Fee (50.00)	100.6222	100.1548	$50.00

Payment Number	Payment Date	Payment Type	Payment Note	Transaction Type	Billing Contact	Payment Amount
TRC-123257-30-06-2020	06/30/2020	Visa (Wells Fargo)		Fee Payment	CHAD HENTHO	$1,356.25

Fee Name	CREDIT ACCOUNT	DEBIT ACCOUNT	AMOUNT PAID
Building Permit Plan Review Fee	100.6222	100.1548	$231.25
Comm - Alteration/Remodeling	100.6222	100.1548	$1,125.00

CITY OF LUBBOCK
ALTERATIONS COMMERCIAL BUILDING

Date Entered	Date Expires	Permit Type/Number	Project Number
30-Jun-2020	28-Dec-2020	COMM-096935-2020	

Parcel

PIN: 41489
Address: 1402 CRICKETS AVE
Zip: 79401
Units:
Subdivision: ORIGINAL TOWN LUBBOCK
Legal Detail: ORIG T LUBBOCK BLK 167 L 15-20

Zone	Type of Construction	Occupancy
	V-B	B

Proposed Development

437 - COMMERCIAL ADDITIONS /ALTERATIONS

MIN. FINISHED FLOOR ELEV. Not Determined PER TABLE 403.1. 7.3, 2009 IRC AMENDMENTS.

FLOOD PLAIN?

ORIG T LUBBOCK BLK 167 L 15-20 12,28[illegible]

DESCRIPTION:
COMMENTS:

COMMENTS:
DESCRIPTION:

CORRECTIVEACTION:
COMMENTS:

RECOMMENDATION:

TO REQUEST INSPECTIONS CALL (806)775-3159 OR (806)775-3174 FOR BUILDING INSPECTION AND (806)775-2589 FOR WATER UTILITIES.

Office Remodel 1st & 2nd floor- 12282 sf
Full MEPs.
New lighting, bathrooms and mech.

Valuation	Square Footage	C of O Required
$500,000.00	12,282.00	YES

RE 20-48

RESOLUTION APPROVING TEINERT COMMERCIAL BUILDING SERVICES, INC. AT 1402 CRICKETS AVENUE DOWNTOWN FACADE & PERMITTABLE GRANTS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, August 26, 2020, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Teinert Commercial Building Services, Inc. which is renovating the property at 1402 Crickets Ave, located in Downtown Lubbock. Teinert Construction, Inc. (a Texas Corporation) was started in Lubbock, TX by Mr. Allen Teinert in 1982 and has grown to become widely regarded as one of the premier general contractors in West Texas. The scope of façade work for this project will include fencing, gates and parking canopies totaling $65,500 and the scope of permittable work will include total renovation of the interior of the building totaling $1,768,366 in expenses for a grand total of $1,833,866 in expense. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant for Teinert Commercial Building Services, Inc., a Downtown Facade Grant for $25,000 and a Downtown Permittable Grant totaling $100,000 for the project at 1402 Crickets Avenue, which is located within the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance to renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Calvin Davis and Seconded by Director, Dr. Matt Bumstead,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Teinert Commercial Building Services, Inc., for the improvements to the building at 1402 Crickets Avenue, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, CFO/COO

Regular City Council Meeting **7. 9.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the City Council to approve a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to Teinert Construction, Inc., pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

Item Summary

Teinert Commercial Building Services, Inc., is renovating the property at 1402 Crickets Avenue, which is located within the Downtown Tax Increment Financing District boundary, as designated by the City of Lubbock. The scope of work of the project includes interior renovations.

The cost of the project is estimated to be $1,768,366, and the requested grant amount is $100,000. The Market Lubbock, Inc. Board of Directors approved this amount at their August 26, 2020 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $1,768,366, with $100,000 to be paid upon completion, with the requested grant.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Supporting Documentation
Market Lubbock Resolution

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Teinert Commercial Building Services, Inc., is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES Market Lubbock Downtown Permittable Grant Program – Teinert
08.27.20

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1402 Crickets Ave

(Teinert Commercial Building Services, Inc.)

TOTAL COMBINED SCOPE OF WORK = $1,833,866

COMBINED GRANT = $125,000

TOTAL FAÇADE SCOPE OF WORK = $65,500

FAÇADE GRANT = $25,000

TOTAL PERMITTABLE SCOPE OF WORK = $1,768,366

PERMITTABLE GRANT = $100,000

MARKET LUBBOCK

Downtown Grant Program
Presented to MLI Board
August 26, 2020

Project 1402 Crickets Ave (Façade and Permittable)

Teinert Commercial Building Services, Inc. is renovating the property at 1402 Crickets Ave, located in Downtown Lubbock. Teinert Construction, Inc. (a Texas Corporation) was started in Lubbock, TX by Mr. Allen Teinert in 1982 and has grown to become widely regarded as one of the premier general contractors in West Texas

The scope of façade work will include fencing, gates and parking canopies totaling $65,500 and the scope of permittable work will include total renovation of the interior of the building totaling $1,768,366 in expenses for a grand total of $1,833,866 in expense.

The MLI Board is being asked to consider a Downtown Façade Grant for Teinert Commercial totaling $25,000 and a Downtown Permittable Grant totaling $100,000 at 1402 Crickets Ave.

MARKET LUBBOCK

Project Profile - Downtown

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Special Projects
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401

Phone: 806.723.8241
Email: jorge.quirino@lubbockeda.org

*Applications must be received by MLI prior to pulling a City permit or starting construction
***Scope of work must be approved by the City of Lubbock (more detail on page 3)**

Project Property Address	1402 Crickets Ave.

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	Teinert Commercial Building Services, Inc.
Street Address	4009 Clovis Road
City, State, Zip	Lubbock, TX 79415
Company Website	www.teinert.com

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Chad Henthorn
Title	President
Phone Number	806.744.2801
Email	chad@teinert.com

Date	02/19/18

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Chad Henthorn	80%		
Daniel Horton	10%		
Jacob Kirkland	10%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

INFORMATION ABOUT THE PROJECT

Project Name (MLI Use) 1402 Crickets

LCAD R#'s (MLI Use) 116056

Grant Type (Check One): Permittable ☐ Façade ☑

Detailed Project Summary and Description of Work:

Exterior renovation to include: new roof structure and roof with raised cleristory, rehabilitation of brick façade, new windows and storefront, new awnings and shade structures at windows, sidewalk and landscape improvements, exterior fire exit stairwell, parking lot improvements, site fencing. Interior re-design and renovation.

Project's NAICS Code (North American Industry Classification System)

NAICS Description

City Permit Total Amount (if applicable) (TBD)

Summary of Itemized Expenses:	Projected	MLI Approved Reimbursement (MLI USE)
Façade:		
Fencing, Gates, Parking Canopies	$65,500	$25,000
Permittable:		
Detailed schedule of values attached	$1,768,366	$100,000
TOTAL	**$1,833,866**	**$125,000**

Final bids will be used to calculate the project cost and grant amount.

Scope of work must be approved by the City of Lubbock

The link below includes the City documents used to determine compliance:
https://www.ci.lubbock.tx.us/departmental-websites/departments/planning/area-redevelopment

- 1999 Design Standards for Central Business District
- Central Business District – CB-2
- Central Business District – CB-3
- Central Business District – CB-4
- Central Business District – CB-5
- Central Business District – CB-6
- Downtown Public Improvements Design Standards

The property owner or leasee is responsible for communicating directly with the City of Lubbock to determine if any aspects of the scope of work require permits as well as determining if public improvements will be required.

DOCUMENTS FROM THE APPLICANT

Required at the time of application:

- [x] Project Profile
- [ ] City Approval
  - Permits
    - [ ] Required
    - [ ] Not Required
  - Publick Improvements
    - [ ] Required
    - [ ] Not Required
- [x] Detailed & Itemized Construction Bids
  and/or
- [x] Schedule of Values w/Architectural Plans
- [ ] Before Picture (prior to construction beginning)
- [x] Architectural Renderings (if applicable)

Required after completion of construction:

- [ ] Certificate of Occupancy or Similar City Document (Permit)
- [ ] City Written Verification of Guideline Compliance (Non-Permit)
- Proof of Payment:
  - [ ] Paid Invoices
  - [ ] Canceled Checks, Bank or Credit Card Statement
    (Please mark out identifying account numbers)

Exhibit B - Pricing Summary

TEINERT CONSTRUCTION

Teinert Office - 2nd Floor
Lubbock, TX

Date: 6/9/2020

PRICING SUMMARY

Bldg. Area: 19,500 sf
Schedule: 5.0 mo

Phase	Description	w/ pkg	Labor	Material	Sub	Total	Sub/Supplier	$/sqft
						0		-
Teinert 2nd Floor Renovation						0		-
						0		-
GENERAL CONDITIONS						0		-
	General Conditions				46,350	46,350		2.38
	Design & Engineering Fees				paid	0	CHA	-
COST OF WORK						0		-
	Building Permit				1,600	1,600	Allowance	0.08
						0		-
02000	Fencing/Gates				42,000	42,000	J&S	2.15
	Parking Canopies				23,500	23,500	Rentfro	1.21
						0		-
03000	Concrete Floor Float				15,000	15,000	Koch	0.77
03200	Concrete Paving				82,000	82,000	Rentfro	4.21
						0		-
04200	Masonry				23,540	23,540	Woodstock	1.21
						0		-
05500	Misc Metals				80,000	80,000	Beck/Budget	4.10
						0		-
06100	Rough Carpentry				W/Gyp	0	Hamilton	-
	Framing at Casettes				W/RC	0	Teinert	-
						0		-
06400	Millwork				39,723	39,723	Third Day	2.04
	Quartz Tops				2,000	2,000	Collins	0.10
						0		-
07200	Building Insulation				W/Gyp	0	Rojo	-
						0		-
08111	HM Doors and Frames			22,176		22,176	RSM	1.14
08212	Wood Doors			W/HM		0	RSM	-
08400	Alum Storefront				24,329	24,329	South Plains	1.25
08700	Hardware			W/HM		0	RSM	-
08800	Glazing				W/Alum	0	South Plains	-
						0		-
09250	Gypsum Drywall				85,900	85,900	Hamilton	4.41
09300	Tile				30,000	30,000	Collins	1.54
	Exterior Building Tile				30,000	30,000	Allowance	
09510	Acoustical Ceilings				W/Gyp	0	Hamilton	-
09600	Resilient Flooring				35,122	35,122	Yates	1.80
09680	Carpet				18,514	18,514	Yates	0.95
09900	Painting				67,900	67,900	Padgett	3.48
						0		-
10161	Toilet Partitions			23,359		23,359	A+	1.20
10441	Interior Graphics				3,850	3,850	Budget	0.20
10522	FE & FEC's			500		500	Budget	0.03
10800	Toilet Accessories			1,908		1,908	A+	0.10
						0		-
11451	Appliances				10,000	10,000	Budget	0.51
						0		-
14000	Elevator				64,000	64,000	Advance	3.28
						0		-
15300	Automatic Fire Suppression System				48,560	48,560	BKK	2.49
	Tap and Line				14,400	14,400	BKK	0.74
						0		-
15500	Mechanical and Plumbing				263,000	263,000	BTAC	13.49
						0		-
16000	Electrical & Fire Alarm				198,500	198,500	Larcon	10.18
	Data				33,000	33,000	Budget	1.69
						0		-
	SUBTOTAL		0	47,943	1,282,788	1,330,731		68.24
	SUBTOTAL					1,330,731		-

Exhibit B - Pricing Summary

						-
Builder's Risk Insurance	5	0.010%		665		-
General Liability & Other Insurance		0.660%		8,783		-
				0		-
SUBTOTAL				1,340,179		68.73
Fee		0.00%		0		-
SUBTOTAL				1,340,179		
Payment and Performance Bond		n/a		0		-
GROSS RECEIPTS TAX		8.250%		110,565		
Base Bid Summary				1,450,744		74.40
Prior Expenditures (out of pocket)				**383,122**		
Cost of Property						
TOTAL COST				1,833,866		94.04

Total Cost $1,833,866
Facade Cost $65,500
Permittable Cost $1,768,366

Exhibit B - Pricing Summary

TEINERT CONSTRUCTION

Teinert Office - 2nd Floor
Lubbock, TX

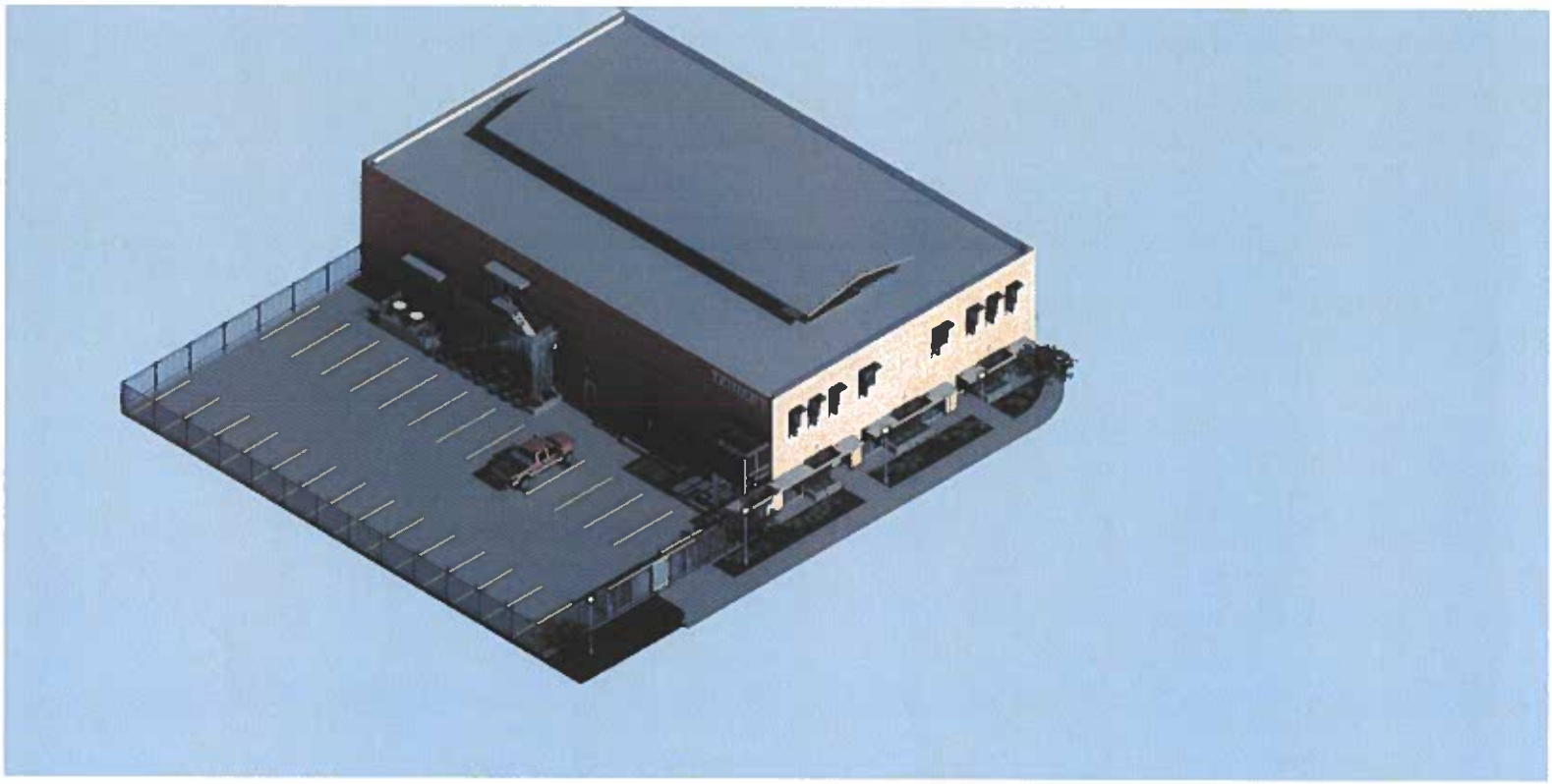
PRIOR EXPENDITURES

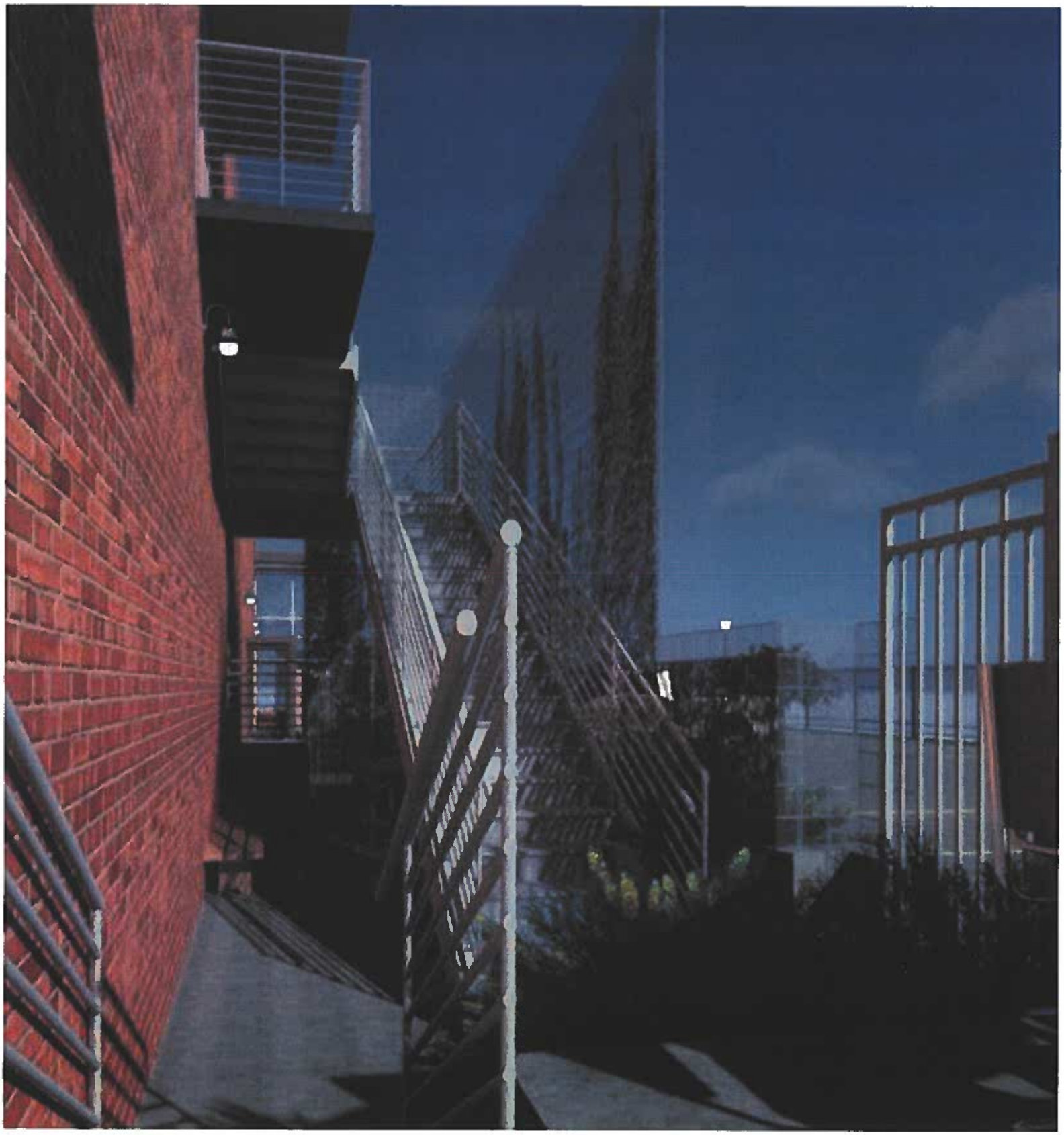
Bldg. Area: **19,500 sf**

Phase	Description	w/ pkg	Labor	Material	Sub	Total	Sub/Supplier	$/sqft
						0		-
Teinert 2nd Floor Renovation						0		-
						0		-
GENERAL CONDITIONS						0		-
	Architectural Design				39,950	39,950	CHA	2.05
	Mechanical Engineering				20,124	20,124	Agnew	1.03
	Structural Engineering				2,432	2,432	JQ	0.12
						0		-
COST OF WORK						0		-
	Demolition Permit				50	50	Allowance	0.00
	Demolition				11,600	11,600	ENCO	0.59
						0		-
	Gyp-crete Floor Leveling				12,500	12,500	Koch	0.64
						0		-
	Masonry Washdown & Patch					0	Llano	-
						0		-
	Structural & Misc. Steel				28,217	28,217	Beck	1.45
						0		-
	Framing Materials				11,500	11,500	84 Lumber	0.59
	Wood Trusses				2,393	2,393	Noltex	0.12
	Framing Installation				20,800	20,800	Rojo	1.07
						0		-
	Roofing				120,962	120,962	ABF	6.20
						0		-
	Aluminum Storefront & Glass (2nd Floor)				37,000	37,000	SPG	1.90
						0		-
	New Electrical Service				43,900	43,900	Larcon	2.25
						0		-
						0		-
	SUBTOTAL		0	0	351,428	351,428		18.02

SUBTOTAL				351,428		-
						-
Builder's Risk Insurance	5	0.010%		176		-
General Liability & Other Insurance		0.660%		2,319		-
				0		-
SUBTOTAL				353,923		18.15
Fee		0.00%		0		-
SUBTOTAL				353,923		
Payment and Performance Bond		*n/a*		0		-
GROSS RECEIPTS TAX		**8.250%**		29,199		
Base Bid Summary				383,122		19.65

TOTAL COST	383,122

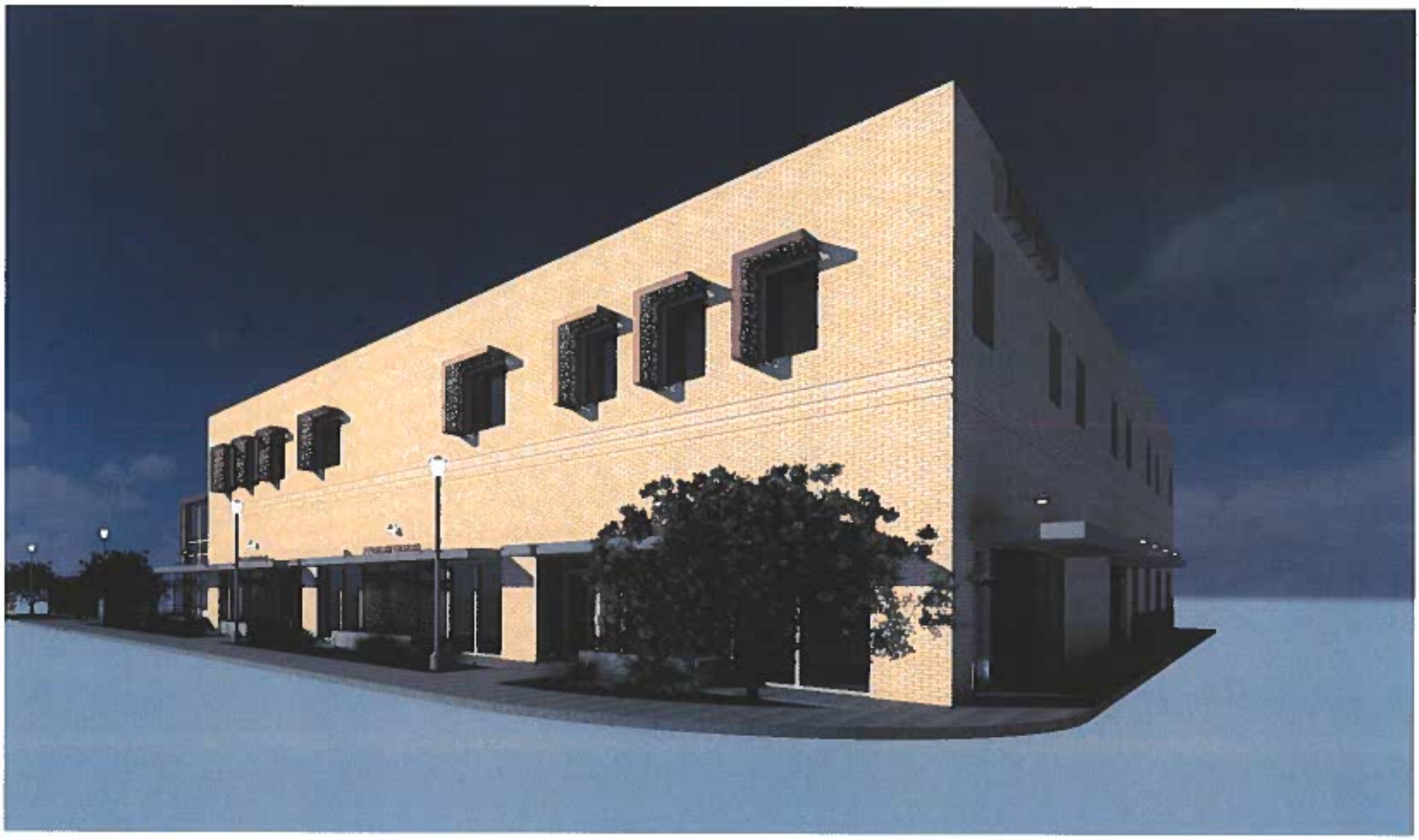







TEINERT


TENANT





TEINERT CONSTRUCTION
EXTERIOR IMPROVEMENTS AND NEW ROOF

1402 CRICKETS, LUBBOCK, TEXAS

ARCHITECT - CHAPMAN HARVEY ARCHITECTS, INC.
612 BROADWAY
LUBBOCK, TEXAS 79401

STRUCTURAL ENGINEER - JQ LUBBOCK
1204 BROADWAY, SUITE 204
LUBBOCK, TEXAS 79401



CONCEPTUAL DRAWING

DRAWING INDEX

CS1 COVER SHEET

STRUCTURAL

[illegible]

ARCHITECTURAL

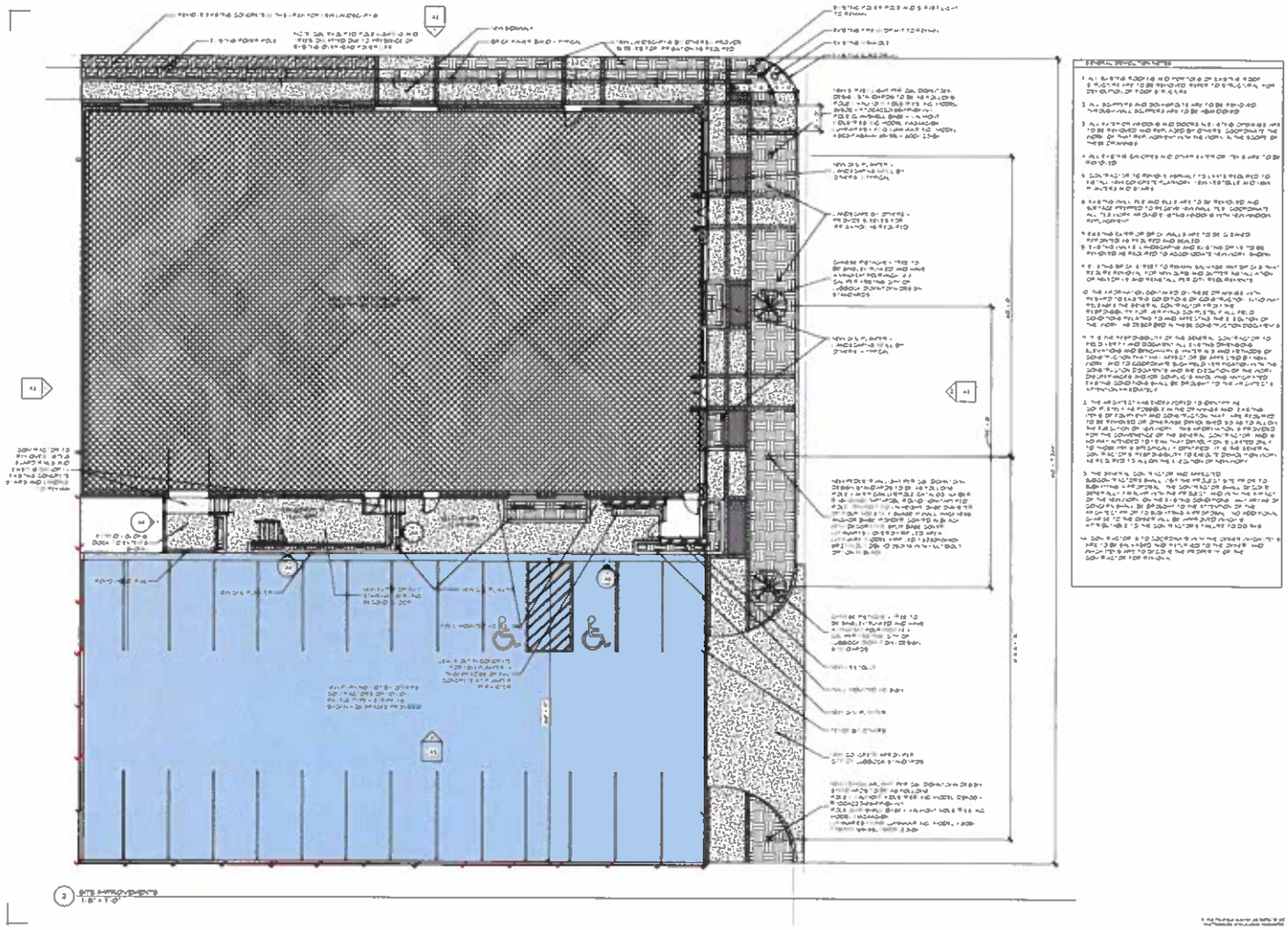
[illegible]

ChapmanHarvey ARCHITECTS, INC.

TEINERT CONSTRUCTION
EXTERIOR IMPROVEMENTS
AND NEW ROOF
1402 CRICKETS, LUBBOCK, TEXAS

DATE 10/17/18
JOB 1801

CS1



GENERAL DEMOLITION NOTES

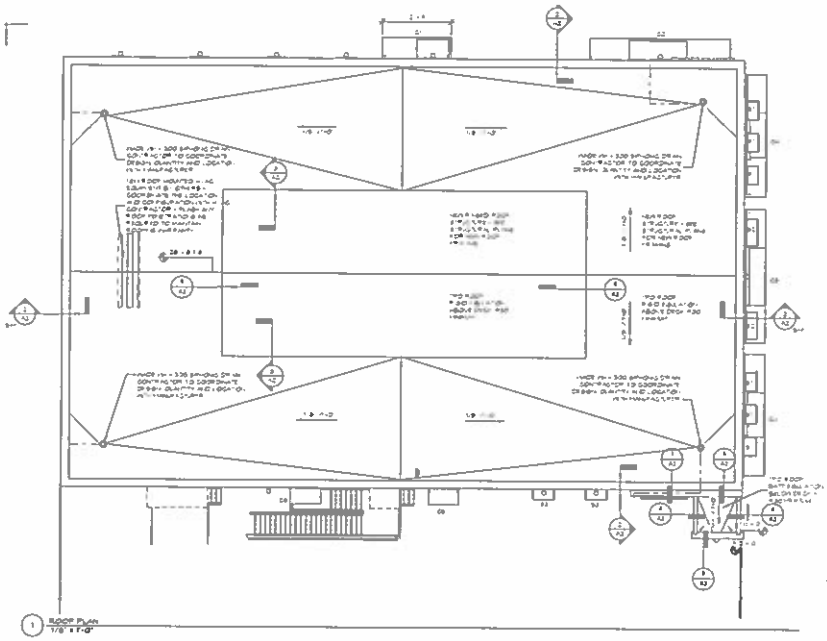
1. ALL DEMOLITION WORK SHALL BE PERFORMED BY EXISTING ROOF PROFICIENT AND EXPERIENCED EXPERT IN STRUCTURAL FOR DEMOLITION.
2. ALL DEMOLITION WORK SHALL BE PERFORMED AS REQUIRED BY THE OWNER AND THE ARCHITECT.
3. ALL SUBCONTRACTORS AND OWNER DO NOT DIRECTLY OPERATE AND THEY DO NOT CONDUCT OR DIRECT THE WORK. COORDINATE THE WORK WITH THE OWNER. ALL THE SCOPE OF THE WORK.
4. ALL EXISTING CONDITIONS AND OTHER TO BE DEMOLISHED.
5. CONTRACTOR TO REMOVE ALL EXISTING EXPERTS TO THE ARCHITECT AND OWNER CONCRETE PLACEMENT. NEW WALLS WILL BE REMOVED AND REPLACED.
6. EXISTING WALLS AND ARE TO REMAIN UNTIL EXISTING ROOF IS REMOVED AND REPLACED.
7. EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
8. EXISTING ROOF IS REQUIRED TO DEMOLISH AND DISPOSE OF THE EXISTING ROOF.
9. EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
10. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
11. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
12. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
13. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
14. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
15. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
16. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
17. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
18. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
19. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
20. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
21. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
22. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
23. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
24. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
25. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
26. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
27. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
28. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
29. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
30. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
31. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
32. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
33. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
34. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
35. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
36. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
37. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
38. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
39. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
40. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
41. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
42. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
43. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
44. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
45. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
46. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
47. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
48. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
49. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
50. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
51. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
52. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
53. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
54. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
55. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
56. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
57. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
58. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
59. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
60. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
61. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
62. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
63. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
64. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
65. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
66. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
67. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
68. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
69. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
70. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
71. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
72. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
73. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
74. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
75. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
76. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
77. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
78. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
79. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
80. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
81. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
82. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
83. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
84. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
85. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
86. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
87. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
88. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
89. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
90. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
91. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
92. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
93. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
94. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
95. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
96. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
97. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
98. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
99. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.
100. ALL EXISTING ROOF AND SHALL BE DISPOSED AS REQUIRED.

ChapmanHarvey
ARCHITECTS, INC.

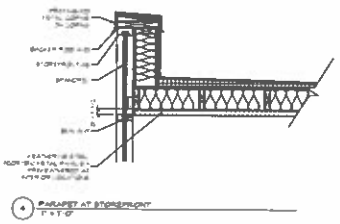
TEINERT CONSTRUCTION
EXTERIOR IMPROVEMENTS
AND NEW ROOF
1402 CRICKETS, LUBBOCK, TEXAS

DATE 10/17/18
JOB 1801

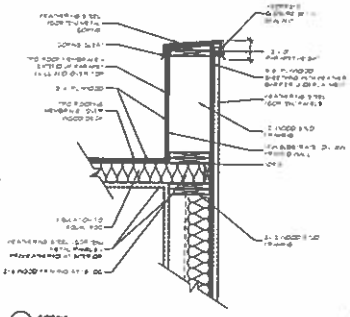
A1



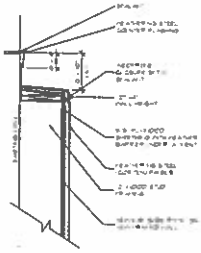
1 ROOF PLAN
1/8" = 1'-0"



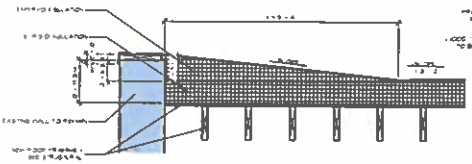
4 PARAPET AT STOREFRONT
1" = 1'-0"



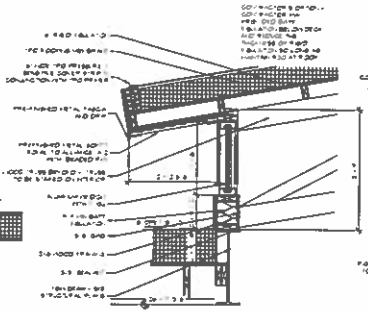
5 COPING
1" = 1'-0"



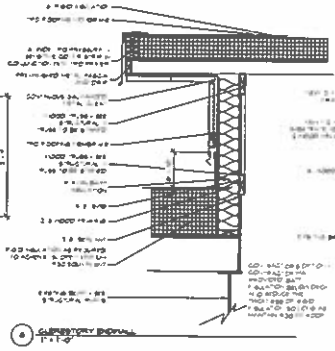
7 FLASHING AT MEN WALL
1" = 1'-0"



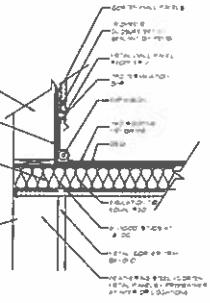
2 SECTION AT PARAPET
1" = 1'-0"



3 DETAIL AT CLERESTORY
1" = 1'-0"



6 CLERESTORY ENDWALL
1" = 1'-0"



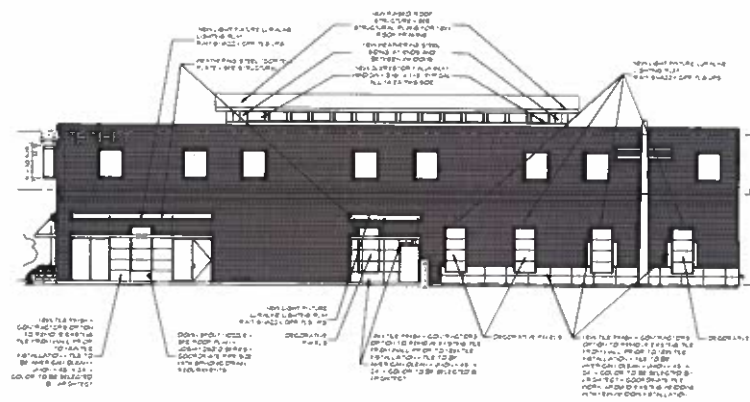
8 FLASHING AT VESTIBULE
1" = 1'-0"

ChapmanHarvey
ARCHITECTS, INC.

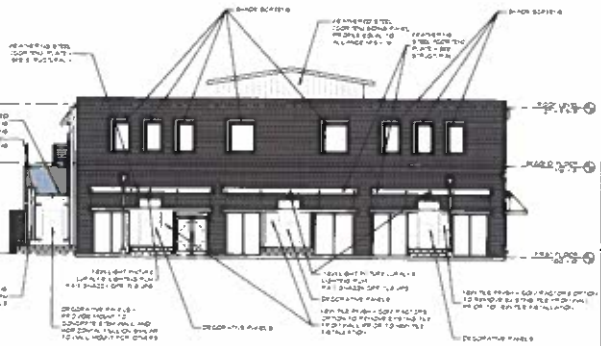
TEINERT CONSTRUCTION
EXTERIOR IMPROVEMENTS
AND NEW ROOF
1402 CRICKETS, LUBBOCK, TEXAS

date 10/17/18
job 1801

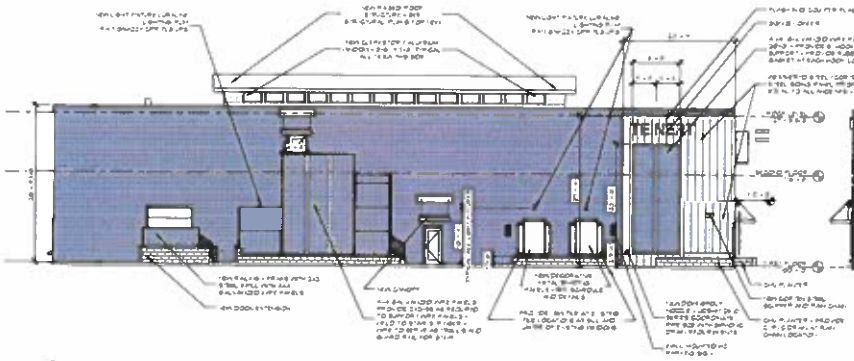
sheet A2
of 7



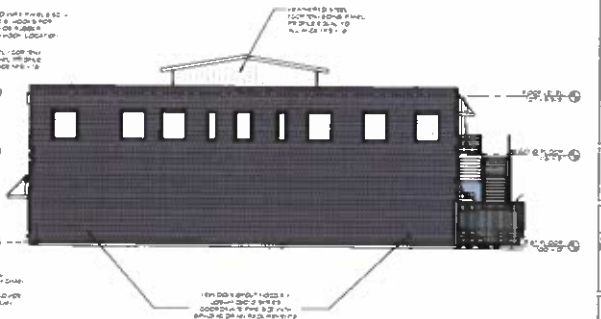
1 NORTH ELEVATION
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"



3 SOUTH ELEVATION
1/8" = 1'-0"



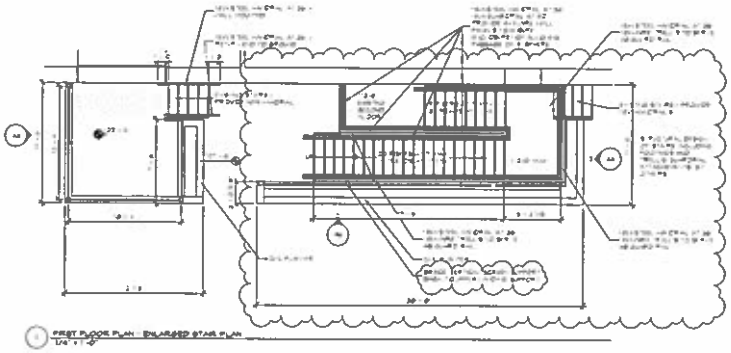
4 WEST ELEVATION
1/8" = 1'-0"

ChapmanHarvey ARCHITECTS, INC.

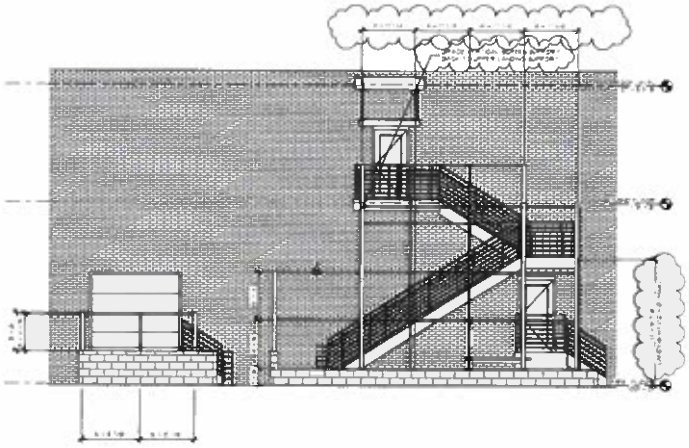
TEINERT CONSTRUCTION
EXTERIOR IMPROVEMENTS AND NEW ROOF
1401 CRICKETS, LUBBOCK, TEXAS

date 10/17/18
job 1801

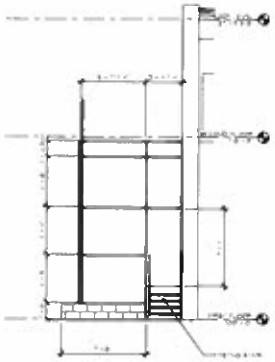
sheet A3
of 7



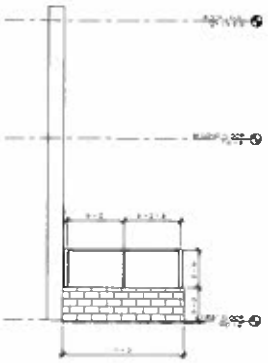
FIRST FLOOR PLAN - ENLARGED STAIR PLAN
1/4" = 1'-0"



Elevation 3 - 2
1/4" = 1'-0"



Elevation 3 - 4
1/4" = 1'-0"



Elevation 4 - 3
1/4" = 1'-0"

ChapmanHarvey
ARCHITECTS, INC.

TEINERT CONSTRUCTION
EXTERIOR IMPROVEMENTS
AND NEW ROOF
1402 CRICKETS, LUBBOCK, TEXAS

10/17/18
1801

A4

7

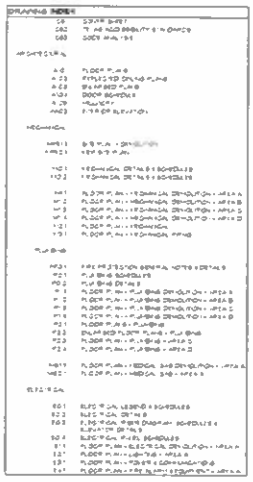
TEINERT CONSTRUCTION

SECOND FLOOR INTERIOR IMPROVEMENTS

1402 CRICKETS, LUBBOCK, TEXAS

ARCHITECT - CHAPMAN HARVEY ARCHITECTS, INC.
612 BROADWAY
LUBBOCK, TEXAS 79401

M.E.P. - AGNEW AND ASSOCIATES
15035 QUAKER AVENUE
LUBBOCK, TEXAS 79423

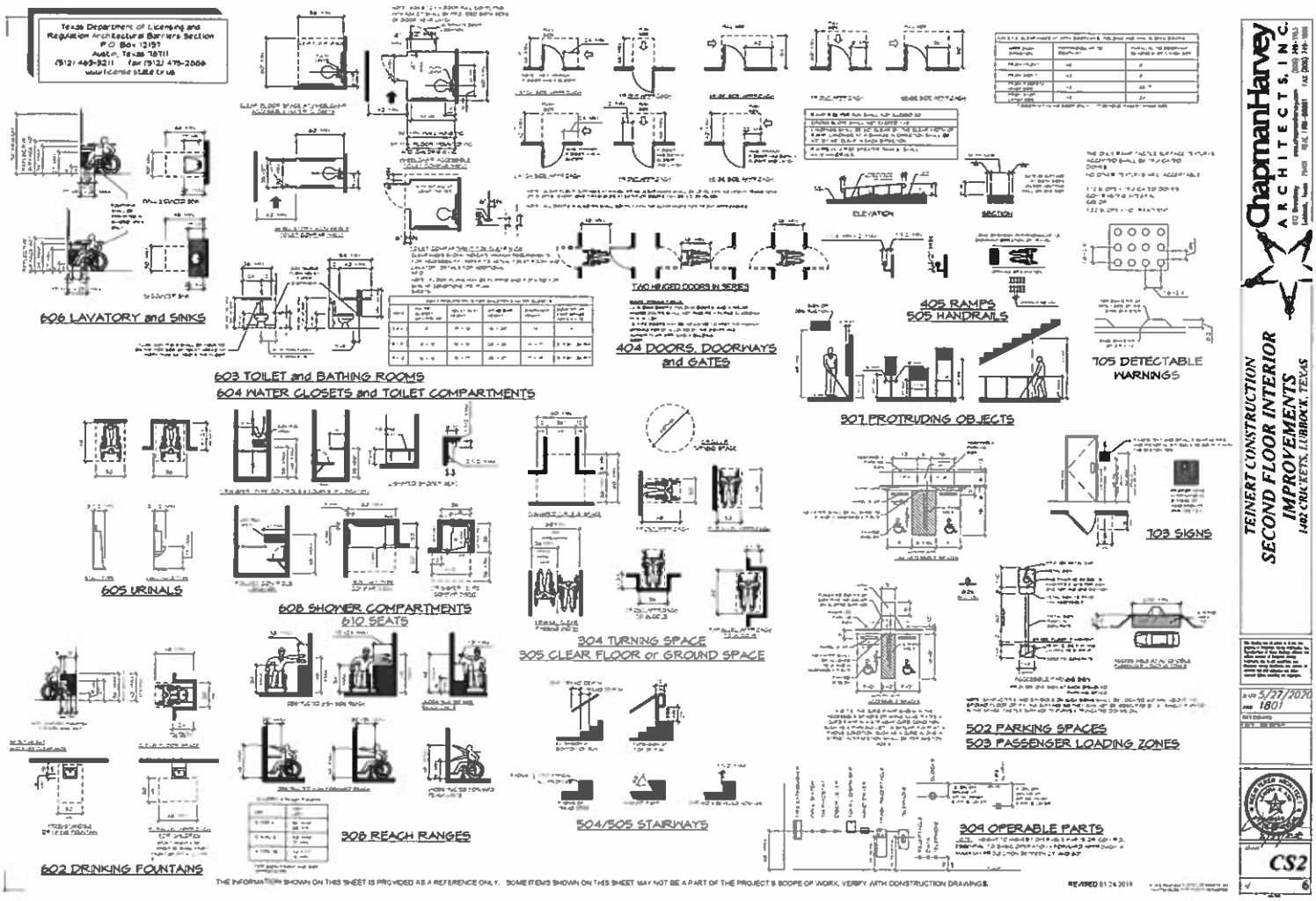


ChapmanHarvey ARCHITECTS, INC.

TEINERT CONSTRUCTION
SECOND FLOOR INTERIOR IMPROVEMENTS
1402 CRICKETS, LUBBOCK, TEXAS

DATE 5/27/2020
1801

CS1


Texas Department of Licensing and Regulation Architectural Barriers Section
P.O. Box 12157
Austin, Texas 78711
(512) 463-3211 fax (512) 475-2886
www.license.state.tx.us
606 LAVATORY and SINKS
603 TOILET and BATHING ROOMS
604 WATER CLOSETS and TOILET COMPARTMENTS
TWO HINGED DOORS IN SERIES
404 DOORS, DOORWAYS and GATES
ELEVATION
SECTION
405 RAMPS
505 HANDRAILS
705 DETECTABLE WARNINGS
307 PROTRUDING OBJECTS
605 URINALS
608 SHOWER COMPARTMENTS
610 SEATS
304 TURNING SPACE
305 CLEAR FLOOR or GROUND SPACE
703 SIGNS
502 PARKING SPACES
503 PASSENGER LOADING ZONES
602 DRINKING FOUNTAINS
308 REACH RANGES
504/505 STAIRWAYS
309 OPERABLE PARTS
THE INFORMATION SHOWN ON THIS SHEET IS PROVIDED AS A REFERENCE ONLY. SOME ITEMS SHOWN ON THIS SHEET MAY NOT BE A PART OF THE PROJECT'S SCOPE OF WORK. VERIFY WITH CONSTRUCTION DRAWINGS.
REVISED 01.24.2019
ChapmanHarvey
ARCHITECTS, INC.
TEINERT CONSTRUCTION
SECOND FLOOR INTERIOR IMPROVEMENTS
1402 CRICKETS, LUBBOCK, TEXAS
5/27/2020
1801
CS2
6

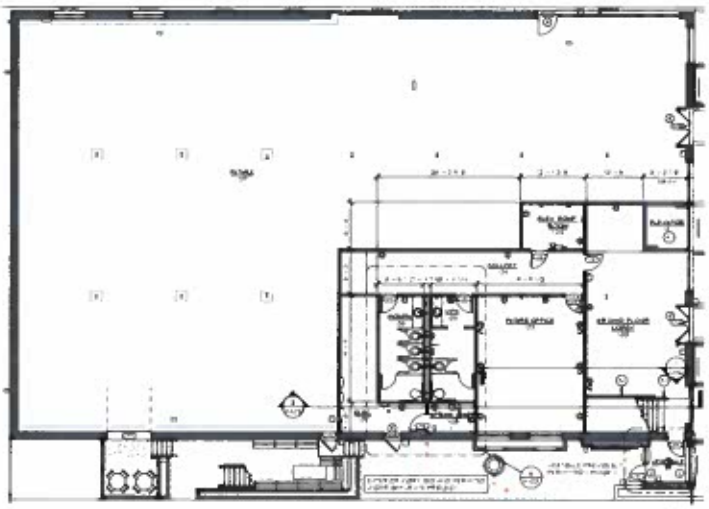
FIRST FLOOR OCCUPANT LOAD BY SPACE CODE 1

Number	Space	IBC Classification	Area	OCF	Occ. Load	Sub Total
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
30	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
31	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
32	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
33	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
34	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
35	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
36	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
37	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
38	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

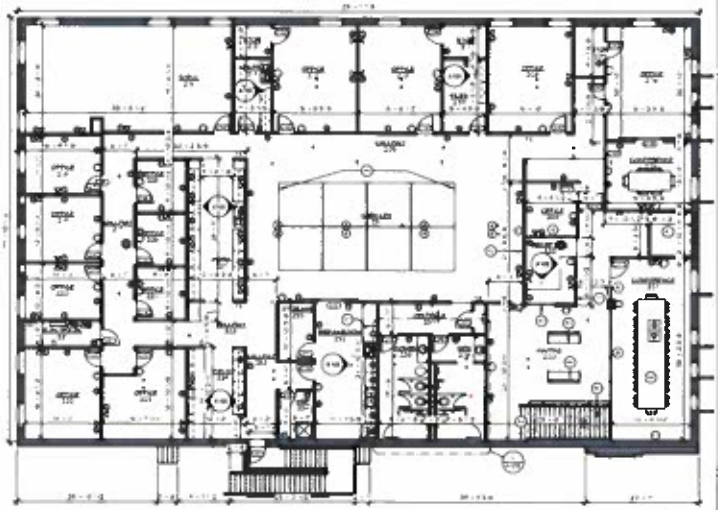
SECOND FLOOR OCCUPANT LOAD BY SPACE

Num	Space	IBC Classification	Area	OCF	Occ. Load	Sub Total
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

P1	[illegible]
P2	[illegible]
P3	[illegible]
P4	[illegible]
P5	[illegible]
P6	[illegible]
P7	[illegible]
P8	[illegible]



1 FIRST FLOOR PLAN ANNOTATED



2 SECOND FLOOR ANNOTATED

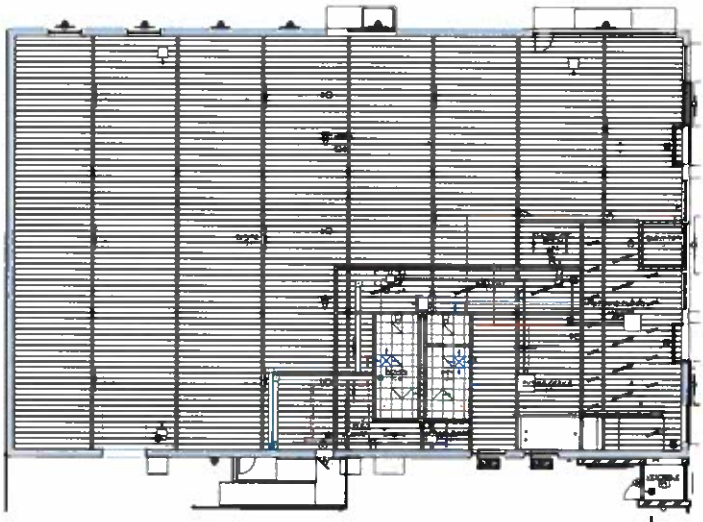
Chapman Harvey ARCHITECTS, INC.

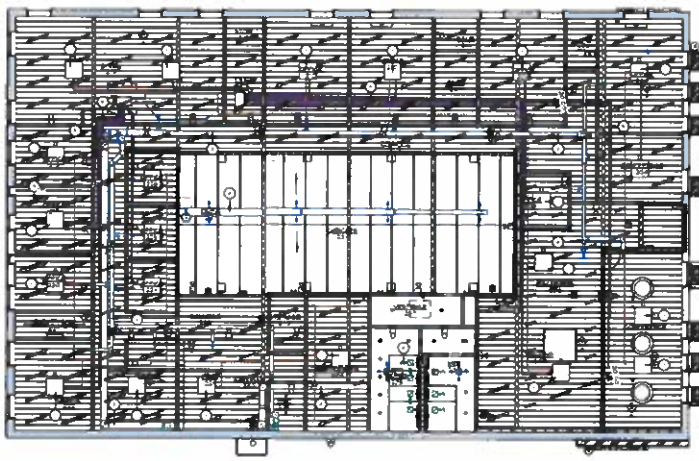
TEINERT CONSTRUCTION
SECOND FLOOR INTERIOR IMPROVEMENTS
1402 CRICKETS, LUBBOCK, TEXAS

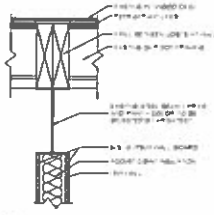
5/27/2020
1801

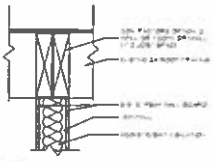
A101

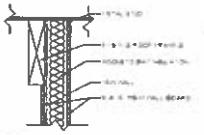
6











ChapmanHarvey
ARCHITECTS, INC.

TEINERT CONSTRUCTION
SECOND FLOOR INTERIOR IMPROVEMENTS
1402 CRICKETS, LUBBOCK, TEXAS

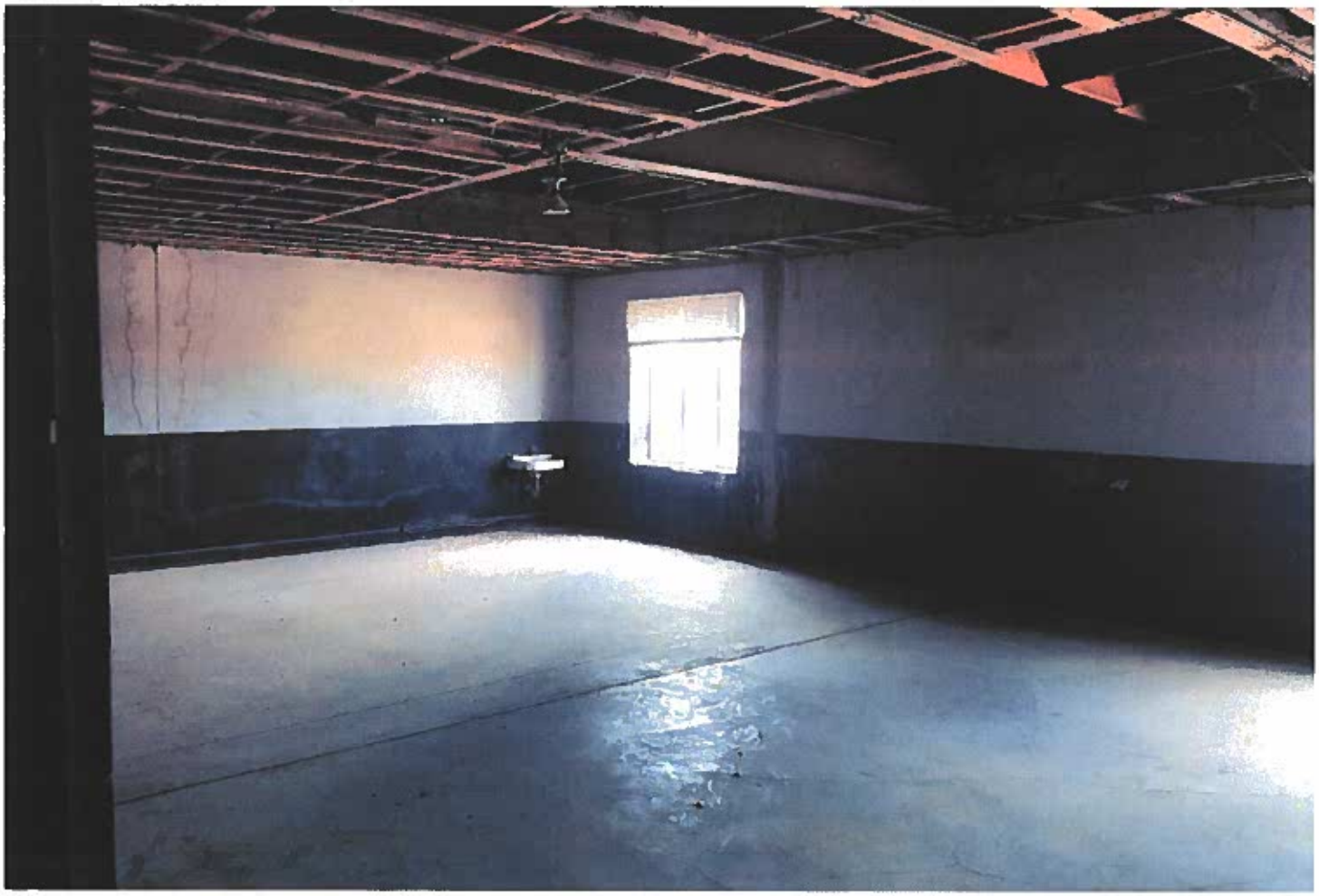
5/27/2020
1801

A102









CITY OF LUBBOCK

PERMIT RECEIPT

APN: 6670000016700016000
DATE ISSUED: 01-Feb-2019
PERMIT: COMM-064264-2018
SCOPE: Commercial Building Alterations
SITE ADDRESS: 1402 Crickets Ave
SUBDIVISION: ORIGINAL TOWN LUBBC
CITY: Lubbock

PARCEL OWNER: HENTHORN HORTON KI
ADDRESS: PO BOX 5327
CITY/STATE/ZIP: LUBBOCK, TX 79408

Contact	Company	Role	Billing Contact
CHAD HENTHORN	TEINERT COMMERCIAL	Contractor	Yes

Date	Fee Name	Fee Notes	Paid To Date	Balance Due
26-Oct-2018	Comm - Alteration/Remodeling		$109.12	$0.00
26-Oct-2018	Advanced Building Permit Plan Review Fee (50.00)		$50.00	$0.00
			Total	$0.00

Payment Number	Payment Date	Payment Type	Payment Note	Transaction Type	Billing Contact	Payment Amount
TRC-078699-26-10-2018	10/26/2018	Visa (Wells Fargo)		Fee Payment	Chad Henthorn	$50.00

Fee Name	CREDIT ACCOUNT	DEBIT ACCOUNT	AMOUNT PAID
Advanced Building Permit Plan Review Fee (50.00)	100.6222	100.1548	$50.00

Payment Number	Payment Date	Payment Type	Payment Note	Transaction Type	Billing Contact	Payment Amount
TRC-084915-01-02-2019	02/01/2019	Visa (Wells Fargo)		Fee Payment	CHAD HENTHO	$109.12

Fee Name	CREDIT ACCOUNT	DEBIT ACCOUNT	AMOUNT PAID
Comm - Alteration/Remodeling	100.6222	100.1548	$109.12

CITY OF LUBBOCK
ALTERATIONS COMMERCIAL BUILDING

Date Entered	Date Expires	Permit Type/Number	Project Number
01-Feb-2019	31-Jul-2019	COMM-064264-2018	

Parcel

PIN: 41489
Address: 1402 CRICKETS AVE
Zip: 79401
Units:
Subdivision: ORIGINAL TOWN LUBBOCK
Legal Detail: ORIG T LUBBOCK BLK 167 L 15-20

Zone	Type of Construction	Occupancy
	V-B	B

Proposed Development

437 - COMMERCIAL ADDITIONS /ALTERATIONS

MIN. FINISHED FLOOR ELEV. Not Determined PER TABLE 403.1. 7.3, 2009 IRC AMENDMENTS.

FLOOD PLAIN?

ORIG T LUBBOCK BLK 167 L 15-20 19,50(

Building Safety (Commercial) APPROVAL : 01/22/2019
COMMENTS: 11/13/2018 Review Comments
-Interior Alteration permit to be submitted? (Future submittal)
-Existing CO? (unknown)
-Exterior Exit Stair details (noted "By Others") (Detail drawings to be submitted)
-Exterior Exit Stair location pending preliminary floor plan submittal.

Drainage Review APPROVAL : 10/26/2018
COMMENTS: Released -WH

Environmental Health APPROVAL : 10/26/2018
COMMENTS:

Floodplain Building Safety Plan Review APPROVAL : 10/26/2018
COMMENTS: Not in Special Flood Hazard Area -WH (Zone X/305E)

IWMP APPROVAL : 10/26/2018
COMMENTS:

Plats APPROVAL : 11/02/2018
COMMENTS: Property is platted. ORIG T LUBBOCK BLK 167 L 15-20

Street Engineering Review APPROVAL : 10/31/2018
COMMENTS:

SWP3 APPROVAL : 10/31/2018
COMMENTS: 10/31/18 MS4 only projects – The following apply: 1) Stormwater Ordinance Section 22.11 and 2) if lanc disturbance is equal to or greater than 1 acre then TCEQ TPDES CGP requirements apply. – MA

Traffic Engineering APPROVAL : 10/31/2018
COMMENTS:

Date Entered	Date Expires	Permit Type/Number	Project Number
01-Feb-2019	31-Jul-2019	COMM-064264-2018	

Water Engineering APPROVAL : 11/05/2018
COMMENTS:

Water Utilities Pro Rata (Commercial) APPROVAL : 11/05/2018
COMMENTS:

Zoning APPROVAL : 12/12/2018
COMMENTS: 11/6/18: left message with applicant. parking insufficient. Need 45 spaces, drawings show 27.
12/12/18: Approved at ZBA, plans approved.

TO REQUEST INSPECTIONS CALL (806)775-3159 OR (806)775-3174 FOR BUILDING INSPECTION AND (806)775-2589 FOR WATER UTILITIES.

CBD - TEINERT CONSTRUCTION EXTERIOR IMPROVEMENTS

Valuation	Square Footage	C of O Required
$48,500.00	19,500.00	YES

Professional

TEINERT COMMERCIAL
HENTHORN, CHAD 806-548-0153
P O BOX 5327
LUBBOCK, TX 79408
State License: ACTIVE
Professional License:

Required Inspections

Zoning Final
Fire Final
Fire Final
Building Final
Slab Building
Footing
Framing

Date Entered	Date Expires	Permit Type/Number	Project Number
01-Feb-2019	31-Jul-2019	COMM-064264-2018	

Notice/Signature

I hereby certify that the above statements are true facts concerning the construction of the building or other work for which this application is made. I also understand that the issuance of this permit does not relieve the permit holder from the responsibility of complying with all applicable City of Lubbock regulations, codes and ordinances and that failure to comply may subject the permit holder to criminal and/or civil liability.

Issuance of this city permit does not insure compliance with state or federal regulations, rules or laws. I understand that it is the responsibility of the permit holder or his agents to meet applicable state and federal requirements. These requirements may include, but are not limited to, those imposed by the Americans with Disabilities Act, the U. S. Environmental Protection Agency, the Texas Architectural Barriers Act, the Texas Department of Licensing and Regulation, the Texas Department of Health and the Texas Commission of Environmental Quality. This list is not all-inclusive and other federal or state requirements may be applicable.

Customer Signature:_____ **Permit Issued By:** 19979

CITY OF LUBBOCK

PERMIT RECEIPT

APN: 6670000016700016000
DATE ISSUED: 30-Jun-2020
PERMIT: COMM-096935-2020
SCOPE: Commercial Building Alterations
SITE ADDRESS: 1402 Crickets Ave
SUBDIVISION: ORIGINAL TOWN LUBBC
CITY: Lubbock

PARCEL OWNER: HENTHORN HORTON KI
ADDRESS: PO BOX 5327
CITY/STATE/ZIP: LUBBOCK, TX 79408

Contact	Company	Role	Billing Contact
CHAD HENTHORN	TEINERT COMMERCIAL	Contractor	Yes

Date	Fee Name	Fee Notes	Paid To Date	Balance Due
17-Jun-2020	Building Permit Plan Review Fee	25% of Permit Fees	$231.25	$0.00
01-Jun-2020	Advanced Building Permit Plan Review Fee (50.00)		$50.00	$0.00
01-Jun-2020	Comm - Alteration/Remodeling		$1,125.00	$0.00
			Total	**$0.00**

Payment Number	Payment Date	Payment Type	Payment Note	Transaction Type	Billing Contact	Payment Amount
TRC-120618-01-06-2020	06/01/2020	Visa (Wells Fargo)		Fee Payment	CHAD HENTHO	$50.00

Fee Name	CREDIT ACCOUNT	DEBIT ACCOUNT	AMOUNT PAID
Advanced Building Permit Plan Review Fee (50.00)	100.6222	100.1548	$50.00

Payment Number	Payment Date	Payment Type	Payment Note	Transaction Type	Billing Contact	Payment Amount
TRC-123257-30-06-2020	06/30/2020	Visa (Wells Fargo)		Fee Payment	CHAD HENTHO	$1,356.25

Fee Name	CREDIT ACCOUNT	DEBIT ACCOUNT	AMOUNT PAID
Building Permit Plan Review Fee	100.6222	100.1548	$231.25
Comm - Alteration/Remodeling	100.6222	100.1548	$1,125.00

CITY OF LUBBOCK
ALTERATIONS COMMERCIAL BUILDING

Date Entered	Date Expires	Permit Type/Number	Project Number
30-Jun-2020	28-Dec-2020	COMM-096935-2020	

Parcel

PIN: 41489
Address: 1402 CRICKETS AVE
Zip: 79401
Units:
Subdivision: ORIGINAL TOWN LUBBOCK
Legal Detail: ORIG T LUBBOCK BLK 167 L 15-20

Zone	Type of Construction	Occupancy
	V-B	B

Proposed Development

437 - COMMERCIAL ADDITIONS /ALTERATIONS

MIN. FINISHED FLOOR ELEV. Not Determined PER TABLE 403.1. 7.3, 2009 IRC AMENDMENTS.

FLOOD PLAIN?

ORIG T LUBBOCK BLK 167 L 15-20 12,28[illegible]

DESCRIPTION:
COMMENTS:

COMMENTS:
DESCRIPTION:

CORRECTIVEACTION:
COMMENTS:

RECOMMENDATION:

TO REQUEST INSPECTIONS CALL (806)775-3159 OR (806)775-3174 FOR BUILDING INSPECTION AND (806)775-2589 FOR WATER UTILITIES.

Office Remodel 1st & 2nd floor- 12282 sf
Full MEPs.
New lighting, bathrooms and mech.

Valuation	Square Footage	C of O Required
$500,000.00	12,282.00	YES

RE 20-48

RESOLUTION APPROVING TEINERT COMMERCIAL BUILDING SERVICES, INC. AT 1402 CRICKETS AVENUE DOWNTOWN FACADE & PERMITTABLE GRANTS

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, August 26, 2020, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Teinert Commercial Building Services, Inc. which is renovating the property at 1402 Crickets Ave, located in Downtown Lubbock. Teinert Construction, Inc. (a Texas Corporation) was started in Lubbock, TX by Mr. Allen Teinert in 1982 and has grown to become widely regarded as one of the premier general contractors in West Texas. The scope of façade work for this project will include fencing, gates and parking canopies totaling $65,500 and the scope of permittable work will include total renovation of the interior of the building totaling $1,768,366 in expenses for a grand total of $1,833,866 in expense. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant for Teinert Commercial Building Services, Inc., a Downtown Facade Grant for $25,000 and a Downtown Permittable Grant totaling $100,000 for the project at 1402 Crickets Avenue, which is located within the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance to renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Calvin Davis and Seconded by Director, Dr. Matt Bumstead,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Teinert Commercial Building Services, Inc., for the improvements to the building at 1402 Crickets Avenue, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, CFO/COO

Regular City Council Meeting **7. 10.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the City Council to approve a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Infection Controls, Inc. DBA Germblast, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

Item Summary

Infection Controls, Inc. DBA Germblast, is renovating the property at 1414 Avenue J, which is located within the Downtown Tax Increment Financing (TIF) District boundary, as designated by the City of Lubbock. The scope of work of the project includes installing a new exterior sign.

The cost of the project is estimated to be $41,135, and the requested grant amount is $20,568. The Market Lubbock, Inc. Board of Directors approved this amount at their August 26, 2020 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $41,135, with $20,568 to be paid upon completion, with the requested grant.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Supporting Documentation
Market Lubbock Resolution

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Infection Controls, Inc. DBA Germblast, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

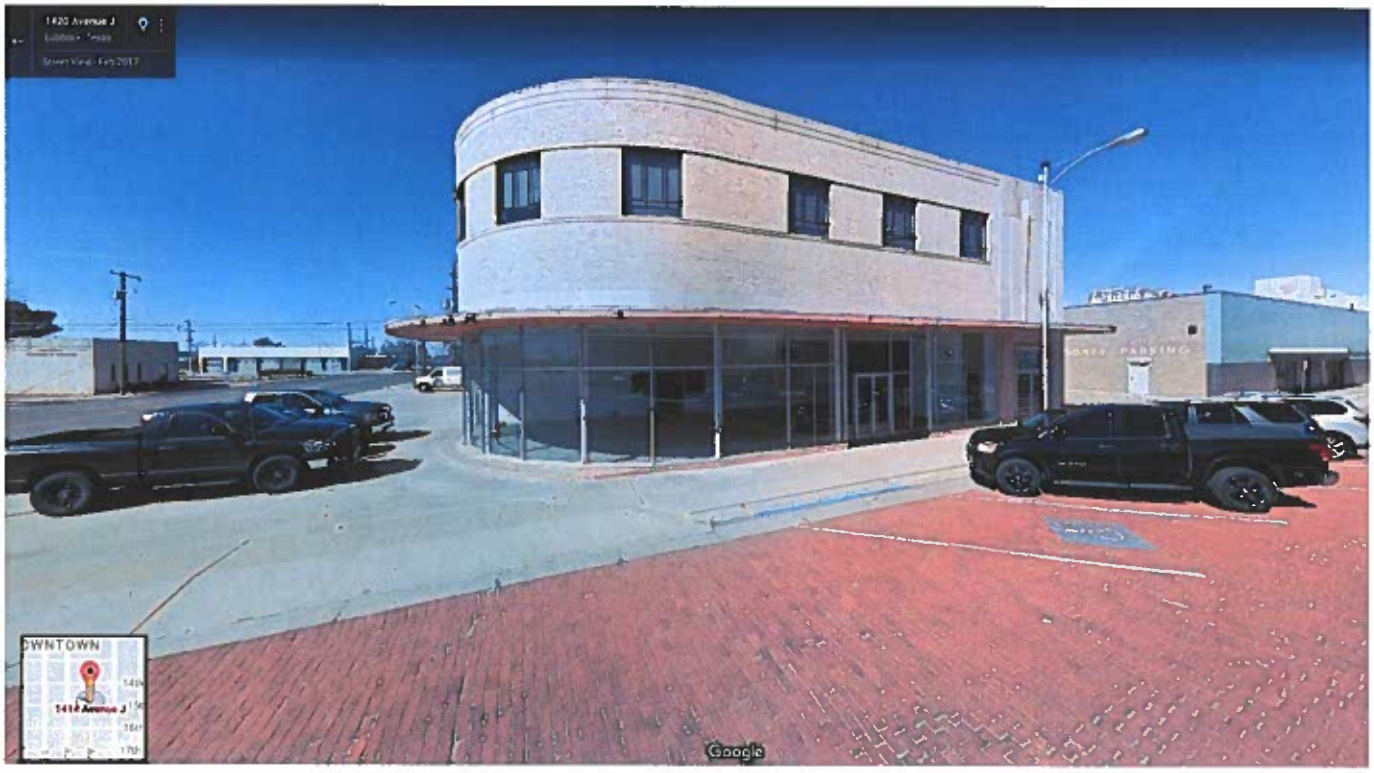
_____
Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Market Lubbock DT Facade Expenditure – Germblast
08.27.20

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1414 Ave J

(Infection Controls, Inc., dba Germblast)

TOTAL SCOPE OF WORK = $41,135

FAÇADE GRANT = $20,568

MARKET LUBBOCK

Downtown Grant Program
Presented to MLI Board
August 26, 2020

Project 1414 Ave J (Façade)

Infection Controls, Inc. (DBA Germblast) is installing a new sign at their property at 1414 Ave J, located within the Downtown TIF. The scope of work will include installing a new sign on the exterior of the building (façade) totaling $41,135 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for Infection Controls, Inc. totaling $20,568 at 1414 Ave J.

MARKET LUBBOCK

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Special Projects
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401

Phone: 806.749.4500
Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	8/3/20 JQ
Projected Project Start Date	09/15/20
Project Property Address	1414 Avenue J
Property LCAD R#	R115670

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	Infection Controls, Inc. d/b/a GermBlast
Street Address	1414 Avenue J
City, State, Zip	Lubbock, TX 79401

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Wes Goldwater
Title	CIO
Phone Number	806.731.1293
Email	wes@germblast.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Owner Approved ☐

Grant Type (May choose both if applicable): Permittable ☐ Façade ☑

Detailed Project Summary (including projected start date) and Description of Work:

Addition of a blade sign to the building. The sign was designed in a style that looks like a vintage sign popular in the 1950s and 60s, yet is modern and professional. The sign company would need 30-60 days for manufacture of the sign after permitting and approval. Installation would require 1-2 days of work after sign is delivered.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Blade Sign	$41,135	$20,568
		$0
		$0
		$0
		$0
TOTAL	**$41,135**	**$20,568**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Rodney Madsen	51	Josh Underwood	25
Cade Underwood	24		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes
Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

Director of Business Development (Brianna Gerardi) 806-775-3082

Contact the City of Lubbock to determine the following:

- ☐ Does the scope of work meet downtown standards and guidelines?
- ☐ Are permits required for any aspect of the scope of work?
- ☐ Are public improvements required?
- ☐ Is there a current Certificate of Occupancy on file for this property?

Market Lubbock, Inc. (MLI) requirements:

Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500

Application Packet:

- ☐ Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Date Final Documents Received:_____

- ☐ Copies of City permits or City approval
- ☐ Copy of Current Certificate of Occupancy
- ☐ Detailed Construction Bids or Schedule of Values
- ☐ Before Picture (prior to construction beginning)
- ☐ Architectural Plans (if applicable)
- ☐ Architectural Renderings (if applicable)

After completion of construction:

- ☐ Certificate of Occupancy or Similar City Document Approving Completion

(Applicant responsible for final scope of work matching approved scope)

Proof of Payment:

- ☐ PAID Invoices
- ☐ Processed Checks, Bank or Credit Card Statements matching PAID invoices

Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the Lubbock Downtown TIF boundaries (Central Business District TIF)
- Single-Family residences are excluded.
- An Applicant is eligible to receive a permittable grant and/or façade grant per property (LCAD R# or Development Lot), per enterprise, per fiscal year. (Expenses used in one application cannot be used in another application.
- Applicant is not eligible for grant program funding if delinquent in property taxes according to Lubbock Central Appraisal District (LCAD) records
- MLI disbursements are characterized as "reimbursable grants".
- Expenses eligible for reimbursement must relate to reasonable costs or expenses.
- Receipt of an application is not a guarantee of grant approval.

Grant Types

- **Permittable Projects**
  - Improvements require a City of Lubbock permit
  - Improvements may be made to the exterior and/or interior of the property
  - Improvements must total a minimum of $10,000
  - The permittable grant reimburses 10% of approved expenses up to a $100,000 grant
  - Permittable scope of work that may be considered:
    - HVAC
    - Plumbing
    - Electrical
    - Structural
    - Any other work requring a City of Lubbock permit

- **Façade Projects**
  - Improvements may or may not require a City of Lubbock permit
  - Improvements must be made to the exterior of the property facing the most prominent street
  - Improvements must total a minimum of $1,000
  - The façade grant reimburses 50% of approved expenses up to a $25,000 grant
  - Façade scope of work that may be considered:
    - Painting
    - New windows and doors
    - Signage
    - Landscaping
    - Parking lots
    - Awnings
    - Any other work that improves the appearnce of the façade

Signature (not required for electronic submittals): via email 8.3.20 JQ

Date: _____

INFECTION CONTROLS®

GERMBLAST®

1414 AVE J
LUBBOCK, TX

VECTOR ARTWORK/LOGO (Ai or PDF) ■ YES ☐ NO
**ADDITIONAL CHARGE TO VECTORIZE LOGO
**PRICES SUBJECT TO CHANGE AFTER VECTORIZED LOGO RECIEVED

ACCOUNT EXECUTIVE: JACOB PESINA

DESIGNED BY: SHELBY CARRIZALES

wellborn sign co.
wsignco.com

4801 Globe ave.
Lubbock, Texas 79404

PH: 806.771.7446
FAX: 806.771.7447

WSIGNCO.COM

VERIFY WITH TECHNICAL SURVEY

ELEVATION w/SIGN





wellborn sign co.
wsignco.com

UL INSTALL REQUIREMENTS

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

COPYRIGHT

1 YEAR WARRANTY
ON ALL PARTS, LABOR & SIGNAGE

CLIENT SIGNATURE:_____

DATE: ____/____/____

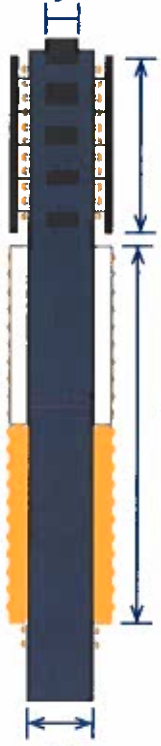
PLEASE REVIEW ALL ARTWORK & SPECIFICATIONS PRIOR TO SIGNING THE PROPOSAL. YOUR SIGNATURE AUTHORIZES WELLBORN SIGN CO. TO PRODUCE THIS ORDER. WELLBORN SIGN CO. CAN NOT & WILL NOT BE HELD RESPONSIBLE FOR ORDERS PRODUCED WITH SIGNED PROOFS THAT DO NOT MEET YOUR UNLISTED BRANDED CRITERIA, COLORS, OR CHANGES MADE AFTER PROOF IS SIGNED

VERIFY WITH TECHNICAL SURVEY

B DETAIL



SIDE VIEW





LIT VIEW



wellborn sign co.
wsignco.com

US INSTALL REQUIREMENTS

COPYRIGHT

1 YEAR WARRANTY
ON ALL PARTS, LABOR & SIGNAGE

CLIENT SIGNATURE:_____

DATE: ____/____/____

PLEASE REVIEW ALL ARTWORK & SPECIFICATIONS PRIOR TO SIGNING THE PROPOSAL. YOUR SIGNATURE AUTHORIZES WELLBORN SIGN CO TO PRODUCE THIS ORDER. WELLBORN SIGN CO. CAN NOT & WILL NOT BE HELD RESPONSIBLE FOR ORDERS PRODUCED WITH SIGNED PROOFS THAT DO NOT MEET YOUR UNLISTED REQUIRED CHANGES, COLORS, OR CHANGES MADE AFTER PROOF IS SIGNED

VERIFY WITH TECHNICAL SURVEY

BLADE SIGN



DF CUSTOM BLADE SIGN

-Overall Dimensions: 15'0"H x 5'6"W
-Double Faced Custom Metal Blade Sign w/ Bulb Lit Letters, Indirect Lit Custom Circle Logo, & Bulb Lit Accents
-Includes Install & Permit

FACE: Aluminum
VINYL: None
PAINT: Matte PMS Cool Grey 9C, Yellow PMS 1235, & White
RETURNS: Yellow PMS 1235v& White
LEDS BULBS: Yellow & Vintage

*SIGN WAS APPROVED BY UDHPC on 03/17/20

PRICES ARE SUBJECT TO CHANGE

wellborn sign co.
wsignco.com

UL INSTALL REQUIREMENTS
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN

COPYRIGHT
[illegible]

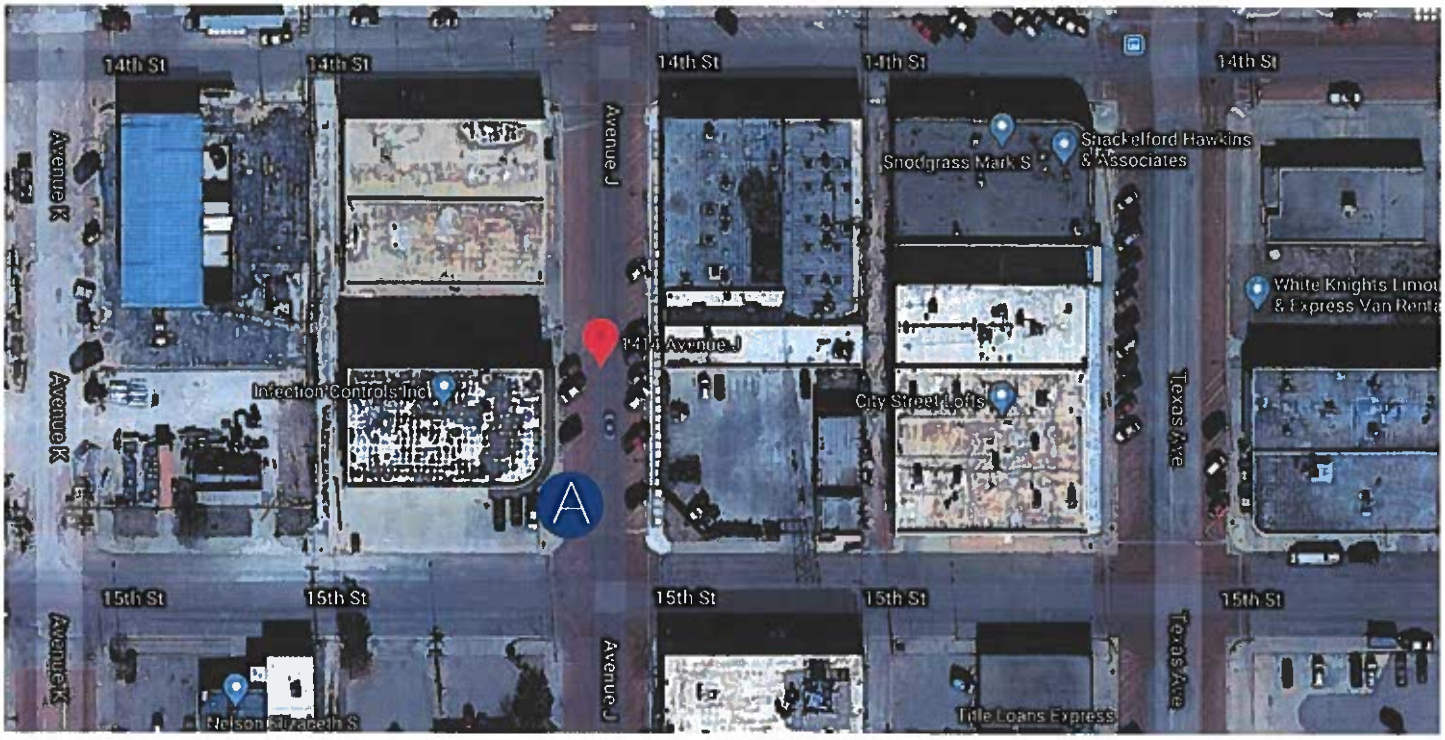
1 YEAR WARRANTY
ON ALL PARTS, LABOR & SIGNAGE

CLIENT SIGNATURE:_____

DATE: _____/_____/_____

PLEASE REVIEW ALL ARTWORK & SPECIFICATIONS PRIOR TO SIGNING THE PROPOSAL. YOUR SIGNATURE AUTHORIZES WELLBORN SIGN CO. TO PRODUCE THIS ORDER. WELLBORN SIGN CO. CAN NOT & WILL NOT BE HELD RESPONSIBLE FOR ORDERS PRODUCED WITH SIGNED PROOFS THAT DO NOT MEET YOUR LIMITED REQUIRED CRITERIA, COLORS, OR CHANGES MADE AFTER PROOF IS SIGNED

SITE PLAN



wellborn sign co.
wsignco.com

UL INSTALL REQUIREMENTS
THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

COPYRIGHT

1 YEAR WARRANTY
ON ALL PARTS, LABOR & SIGNAGE

CLIENT SIGNATURE: _____

DATE: ____/____/____

PLEASE REVIEW ALL ARTWORK & SPECIFICATIONS PRIOR TO SIGNING THE PROPOSAL. YOUR SIGNATURE AUTHORIZES WELLBORN SIGN CO. TO PRODUCE THIS ORDER. WELLBORN SIGN CO. CAN NOT & WILL NOT BE HELD RESPONSIBLE FOR ORDERS PRODUCED WITH SIGNED PROOFS THAT DO NOT MEET YOUR WILLSTED REQUIRED CRITERIA, COLORS, OR CHANGES MADE AFTER PROOF IS SIGNED

Quote

wellborn sign co.
wsgnco.com

Germblast
Josh Underwood
1414 AVE J
Lubbock, TX
P: 877.771.3558
C: 806.789.1570
E: <josh@germblast.com>

5/7/20
Quote Valid for: 30 days
Terms: 1/2 Down | ROC
Message Center: 75% Down | ROC
FOB: Wellborn Sign Co.
Anticipated install time: TBD

Reference:
Blade Sign

Install date shall be established at time of order acceptance

Item	Description	Unit Cost	Qty	Price
BLADE SIGN	DF CUSTOM BLADE SIGN -Overall Dimensions: 15'0"H x 5'6"W *See Proposal for Details	$38,000.00	1	$38,000.00

Sub Total		$38,000.00
Sales Tax (8.25%)	$	3,135.00
Total Price Includes Sales Tax	$	41,135.00

Installer Notes:

1. Free and clear access to work area with sufficient area for set-up and operation of Wellborn Sign Co. equipment.
2. Buyer shall provide suitable ground conditions for the equipment to be supplied.
3. This offer is based upon one mobilization of equipment and personnel each way, portal to portal.
4. Straight time is from 8:00 am to 5:00 pm Mon-Fri. Overtime and Saturdays will be billed accordingly.
5. Imposed delays shall be considered extra work and billed at normal hourly rates.
6. Prices are firm for 30 days and subject to availability at the time of order.
7. Any extra trips along with extra hours/days will be billed at normal hourly rates plus mileage.

Standard Sign Waranty

All signs manufactured by Wellborn Sign, Inc. are guaranteed unconditionally against defective parts, materials, and workmanship (with exception of incandescent and florescent lamps, as they are never guaranteed) for a period of 360 days or 12 months from the date o installation or delievery. Damage caused by the violent forces or acts including, but not limited to hail, tornadoes, lighting, high winds vandalism are not included and all parts and labor to repair the sign(s) will the owner's responsibility. Vinyl graphics and custom paint c five year manufacturers warranty against defects.

SIGN INSTALLATION PRICING CONDITIONS

Standard installation pricing has been based on the parameters outlined below:

(A) When specifications call for new footings, pricing assumes 3000 PSF soil conditions. Any required breaking of surface pavement or overcoming underground obstructions, e.g. rock, ulility lines, frost, etc. will be billed as an extra after obtaining customer approval. (B Pricing assumes building walls are adequate to support signs using standard anchoring methods. Any wall reinforcements or other spe anchoring will be billed as an extra after obtaining customer approval. (C) Pricing includes making electrical connections at base or poi wall attachment assuming an adequate circuit exists within 5' at time of sign installtion. This applies only in cities where sign installation are allowed to make the final electrical connection. New electrical conduits or relocation of exisiting circuits are the responsibility of the and not included in the installation pricing. (D) Permits, staff time, variances, engineering, and surveys are not included in the installat pricing unless specifically listed as a line item. (E) Pricing does not include removal of any exisiting signs. Each location will be quoted o individual basis.

4801 Globe Ave. | Lubbock, TX 7940
P: 806.771.7446 F: 806.771.744

RE 20-49

RESOLUTION APPROVING INFECTION CONTROLS, INC. DBA GERMBLAST AT 1414 AVENUE J DOWNTOWN FAÇADE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, August 26, 2020, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Infection Controls, Inc. (DBA Germblast) which is installing a new sign at their property at 1414 Ave J, located within the Downtown TIF. The scope of work will include installing a new sign on the exterior of the building (façade) totaling $41,135 in expenses. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant for Infection Controls, Inc., a Downtown Façade Grant for $20,568 for the project at 1414 Ave J, which is located within the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance to renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Calvin Davis and Seconded by Director, Dr. Matt Bumstead,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Infection Controls, Inc., for the improvements to the building at 1414 Ave J, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, CFO/COO

Regular City Council Meeting **7. 11.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the City Council to approve a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to Stonesoup Properties, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

Item Summary

Stonesoup Properties is renovating the property at 2204 Avenue J, which is located within the Downtown Tax Increment Financing (TIF) District boundary, as designated by the City of Lubbock. The scope of the project includes installing new metal siding, garage doors, windows, doors, and roof improvements.

The cost of the project is estimated to be $50,000, and the requested grant amount is $25,000. The Market Lubbock, Inc. Board of Directors approved this amount at their August 26, 2020 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $50,000, with $25,000 to be paid upon completion, with the requested grant.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Supporting Documentation
Market Lubbock Resolution

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Stonesoup Properties, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES Market Lubbock DT Facade Expenditure – Stonesoup
08 27 20

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



2204 Ave J

(Stonesoup Properties)

TOTAL SCOPE OF WORK = $50,000

FAÇADE GRANT = $25,000

MARKET LUBBOCK

Downtown Grant Program
Presented to MLI Board
August 26, 2020

Project 2204 Ave J (Façade)

Stonesoup Properties, owned by Sly Luna, is renovating the building at 2204 Ave J, located within the Downtown TIF. Mr. Luna plans to acquire additional downtown properties moving forward and continue to contribute to the momentum of Lubbock's downtown growth. The scope of façade work includes metal siding, garage doors, windows, roof improvements and doors totaling $50,000 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for Stonesoup Properties totaling $25,000 at 2204 Ave J.

MARKET LUBBOCK

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Special Projects
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401
Phone: 806.749.4500
Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	1/6/20 per JQ
Projected Project Start Date	05/01/20
Project Property Address	2204 Ave J
Property LCAD R#	52508

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	Stonesoup Properties
Street Address	2521 24th St.
City, State, Zip	Lubbock, TX 79410

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Sly Luna
Title	Owner
Phone Number	
Email	slyluna@gmail.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Owner Approved ☐

Grant Type (May choose both if applicable): Permittable ☐ Façade ☑

Detailed Project Summary (including projected start date) and Description of Work:

Replace metal siding, garage doors, windows, roof, and doors.

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Flood Lights and Camera	$4,000	$2,000
Metal Siding and Garage Doors	$12,000	$6,000
Paint Exterior Brick and Repair Windows	$14,000	$7,000
Remove Old Metal and Gutters and Enhance Roof	$11,000	$5,500
Steel Doors	$9,000	$4,500
TOTAL	**$50,000**	**$25,000**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Sly Luna	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes

Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No

Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

- ☐ Does the scope of work meet downtown standards and guidelines?
- ☐ Are permits required for any aspect of the scope of work?
- ☐ Are public improvements required?
- ☐ Is there a current Certificate of Occupancy on file for this property?

Market Lubbock, Inc. (MLI) requirements:

Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500

Application Packet:

- ☐ Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Date Final Documents Received:_____

- ☐ Copies of City permits or City approval
- ☐ Copy of Current Certificate of Occupancy
- ☐ Detailed Construction Bids or Schedule of Values
- ☐ Before Picture (prior to construction beginning)
- ☐ Architectural Plans (if applicable)
- ☐ Architectural Renderings (if applicable)

After completion of construction:

- ☐ Certificate of Occupancy or Similar City Document Approving Completion

(Applicant responsible for final scope of work matching approved scope)

Proof of Payment:

- ☐ PAID Invoices (must reference the approved project)
- ☐ Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the Lubbock Downtown TIF boundaries (Central Business District TIF)
- Single-Family residences and duplexes are excluded.
- An Applicant is eligible to receive a permittable grant and/or façade grant per property (LCAD R# or Development Lot), per enterprise, per year. Must wait one year from approval to apply again for the same property. (Expenses used in one application cannot be used in another application.)
- Applicant is not eligible for grant program funding if delinquent in property taxes according to LCAD records - includes all LCAD properties listed in the applicant's name
- MLI disbursements are characterized as "reimbursable grants" - Applicant pays expenses first
- Expenses eligible for reimbursement must relate to reasonable costs or expenses.
- Receipt of an application is not a guarantee of grant approval.

Grant Types

- **Permittable Projects**
  - Improvements require a City of Lubbock permit
  - Improvements may be made to the exterior and/or interior of the property
  - Improvements must total a minimum of $10,000
  - The permittable grant reimburses 10% of approved expenses up to a $100,000 grant
  - Permittable scope of work that may be considered:
    - HVAC
    - Plumbing
    - Electrical
    - Structural
    - Any other work requring a City of Lubbock permit

- **Façade Projects**
  - Improvements may or may not require a City of Lubbock permit
  - Improvements must be made to the exterior of the property facing the most prominent street
  - Improvements must total a minimum of $1,000
  - The façade grant reimburses 50% of approved expenses up to a $25,000 grant
  - Façade scope of work that may be considered:
    - Painting
    - New windows and doors
    - Signage
    - Landscaping
    - Parking lots
    - Awnings
    - Any other work that improves the appearnce of the façade

Signature (not required for electronic submittals): Per 1/6/20 email, JQ

Date: _____















Lubbock Craftsman
2802 20th St.
Lubbock TX 79410
United States

Stonesoup
Cassidy Luna

Estimate #	00000149
Estimate Date	August 12, 2020
Estimate Total (USD)	**$4,000.00**

Item	Description	Unit Cost	Quantity	Line Total
Electrical	Add flood lights around the property and cameras	4,000.00	1	4,000.00

Total (USD)	**$4,000.00**

This estimate was sent using FRESHBOOKS

To view your estimate online Go to https://lubbockcraftsman.freshbooks.com/view/K3bTWXupnXNCEqS

Lubbock Craftsman
2802 20th St.
Lubbock TX 79410
United States

PAID

Stonesoup
Cassidy Luna

Invoice #	0000093
Invoice Date	June 15, 2020
Balance Due (USD)	**$0.00**

Item	Description	Unit Cost	Quantity	Line Total
Siding	Metal siding to stucco building	6,000.00	1	6,000.00
Door install	New garage doors	6,000.00	1	6,000.00

Total	**12,000.00**
Amount Paid	-12,000.00
Balance Due (USD)	**$0.00**

This invoice was sent using FreshBooks

Lubbock Craftsman
2802 20th St.
Lubbock TX 79410
United States

Stonesoup
Cassidy Luna

Estimate #	00000148
Estimate Date	August 12, 2020
Estimate Total (USD)	**$14,000.00**

Item	Description	Unit Cost	Quantity	Line Total
Exterior	Paint exterior brick	12,000.00	1	12,000.00
Exterior	Repair windows, paint windows, paint exterior doors	2,000.00	1	2,000.00

Total (USD)	**$14,000.00**

This estimate was sent using FRESHBOOKS

To view your estimate online Go to https://lubbockcraftsman.freshbooks.com/view/fyYDnhpH9GpYb9p

Lubbock Craftsman
2802 20th St.
Lubbock TX 79410
United States

PAID

Stonesoup
Cassidy Luna

Invoice #	0000091
Invoice Date	May 19, 2020
Balance Due (USD)	**$0.00**

Item	Description	Unit Cost	Quantity	Line Total
Siding	Remove old metal, enhance structure framing, add post, fur out, replace siding and trim	8,000.00	1	8,000.00
Gutters	Add gutters around the building and underneath roofing structure. Add cap to roof to match trim.	3,000.00	1	3,000.00

Total	**11,000.00**
Amount Paid	-11,000.00
Balance Due (USD)	**$0.00**

This invoice was sent using FRESHBOOKS

Lubbock Craftsman
2802 20th St.
Lubbock TX 79410
United States

PAID

Stonesoup
Cassidy Luna

Invoice #	0000092
Invoice Date	June 1, 2020
Balance Due (USD)	**$0.00**

Item	Description	Unit Cost	Quantity	Line Total
Door install	36" steel door with hardware. Two 48" steel doors with hardware.	5,000.00	1	5,000.00
Door install	14' insulated garage door with track	4,000.00	1	4,000.00

Total	**9,000.00**
Amount Paid	-9,000.00
Balance Due (USD)	**$0.00**

This invoice was sent using FRESHBOOKS

RE 20-50

RESOLUTION APPROVING STONESOUP PROPERTIES AT 2204 AVENUE J DOWNTOWN FAÇADE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, August 26, 2020, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Stonesoup Properties, owned by Sly Luna, which is renovating the building at 2204 Ave J, located within the Downtown TIF. Mr. Luna plans to acquire additional downtown properties moving forward and continue to contribute to the momentum of Lubbock's downtown growth. The scope of façade work includes metal siding, garage doors, windows, roof improvements and doors totaling $50,000 in expenses. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant for Stonesoup Properties, a Downtown Façade Grant for $25,000 for the project at 2204 Ave J, which is located within the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance to renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Calvin Davis and Seconded by Director, Dr. Matt Bumstead,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Stonesoup Properties, for the improvements to the building at 2204 Ave J, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, CFO/COO

Regular City Council Meeting **7. 12.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the City Council to approve a Downtown Grant Program (Facade) expenditure of Market Lubbock, Inc., to be provided to West Family Hospitality Group, LLC, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

Item Summary

The West Family Hospitality Group is renovating the property at 1636 13th Street, which is located within the Downtown Tax Increment Financing (TIF) District boundary, as designated by the City of Lubbock. The scope of the project includes installation of new signage, new windows, and a patio.

The cost of the project is estimated to be $37,045, and the requested grant amount is $18,523. The Market Lubbock, Inc. Board of Directors approved this amount at their August 26, 2020 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $37,045, with $18,523 to be paid upon completion, with the requested grant.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Supporting Documentation
Market Lubbock Resolution

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Façade Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to West Family Hospitality Group, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES Market Lubbock DT Facade Expenditure – West Family
08 27 20

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1636 13th St.

(West Family Hospitality Group, LLC)

TOTAL FAÇADE SCOPE OF WORK = $37,045

FAÇADE GRANT = $18,523

MARKET LUBBOCK

Downtown Grant Program
Presented to MLI Board
August 26, 2020

Project 1636 13th St. (Façade)

The West Family Hospitality Group, owner of The West Table in downtown Lubbock with over 23 years of combined restaurant experience, is renovating the façade of the property at 1636 13th St., also located within the Downtown TIF.

The scope of façade work will include the installation of a new signage, new windows and a new patio totaling $37,045 in expenses.

The MLI Board is being asked to consider a Downtown Façade Grant for The West Family Hospitality Group, LLC totaling $18,523 at 1636 13th St.

MARKET LUBBOCK

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Special Projects
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401

Phone: 806.749.4500
Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	05/15/18
Projected Project Start Date	03/11/19
Project Property Address	1636 13th St.
Property LCAD R#	87275

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	West Family Hospitality Group LLC
Street Address	1204 Broadway
City, State, Zip	Lubbock, TX 79401

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Rachel West
Title	Owner
Phone Number	806-252-0314
Email	rachel.west@thewesttable.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Owner Approved ☐

Grant Type (May choose both if applicable): Permittable ☐ Façade ☑

Detailed Project Summary (including projected start date) and Description of Work:

Façade remodel of property

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Façade	$37,045	$18,523
TOTAL	**$37,045**	**$18,523**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
West Family	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes
Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

- ☐ Does the scope of work meet downtown standards and guidelines?
- ☐ Are permits required for any aspect of the scope of work?
- ☐ Are public improvements required?
- ☐ Is there a current Certificate of Occupancy on file for this property?

Market Lubbock, Inc. (MLI) requirements:

Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500

Application Packet:

- ☐ Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Date Final Documents Received:_____

- ☐ Copies of City permits or City approval
- ☐ Copy of Current Certificate of Occupancy
- ☐ Detailed Construction Bids or Schedule of Values
- ☐ Before Picture (prior to construction beginning)
- ☐ Architectural Plans (if applicable)
- ☐ Architectural Renderings (if applicable)

After completion of construction:

- ☐ Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)*

Proof of Payment:

- ☐ PAID Invoices (must reference the approved project)
- ☐ Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the Lubbock Downtown TIF boundaries (Central Business District TIF)
- Single-Family residences and duplexes are excluded.
- An Applicant is eligible to receive a permittable grant and/or façade grant per property (LCAD R# or Development Lot), per enterprise, per year. Must wait one year from approval to apply again for the same property. (Expenses used in one application cannot be used in another application.)
- Applicant is not eligible for grant program funding if delinquent in property taxes according to LCAD records - includes all LCAD properties listed in the applicant's name
- MLI disbursements are characterized as "reimbursable grants" - Applicant pays expenses first
- Expenses eligible for reimbursement must relate to reasonable costs or expenses.
- Receipt of an application is not a guarantee of grant approval.

Grant Types

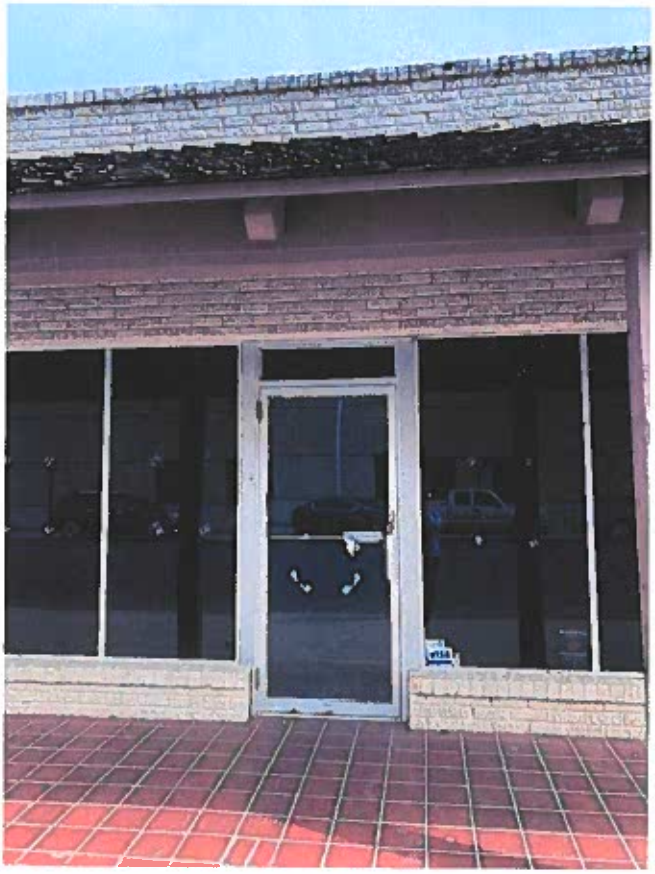
- **Permittable Projects**
  - Improvements require a City of Lubbock permit
  - Improvements may be made to the exterior and/or interior of the property
  - Improvements must total a minimum of $10,000
  - The permittable grant reimburses 10% of approved expenses up to a $100,000 grant
  - Permittable scope of work that may be considered:
    - HVAC
    - Plumbing
    - Electrical
    - Structural
    - Any other work requring a City of Lubbock permit

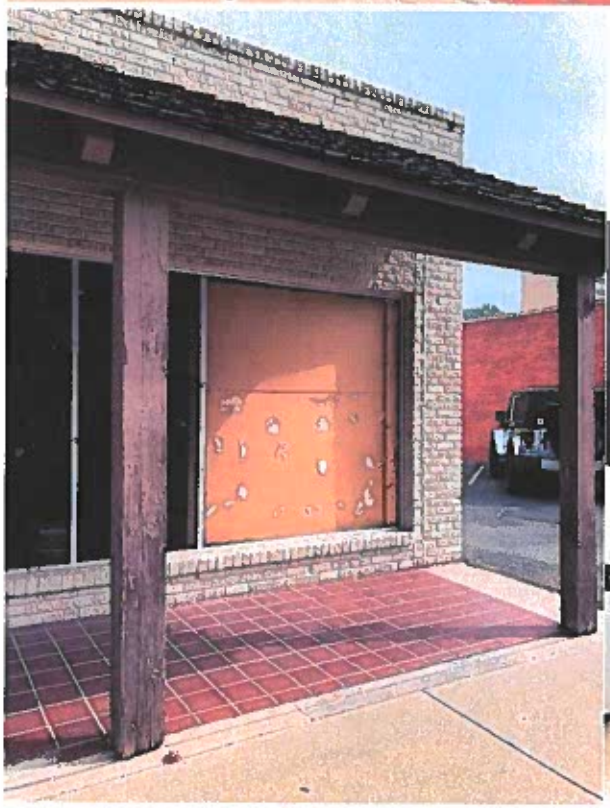
- **Façade Projects**
  - Improvements may or may not require a City of Lubbock permit
  - Improvements must be made to the exterior of the property facing the most prominent street
  - Improvements must total a minimum of $1,000
  - The façade grant reimburses 50% of approved expenses up to a $25,000 grant
  - Façade scope of work that may be considered:
    - Painting
    - New windows and doors
    - Signage
    - Landscaping
    - Parking lots
    - Awnings
    - Any other work that improves the appearnce of the façade

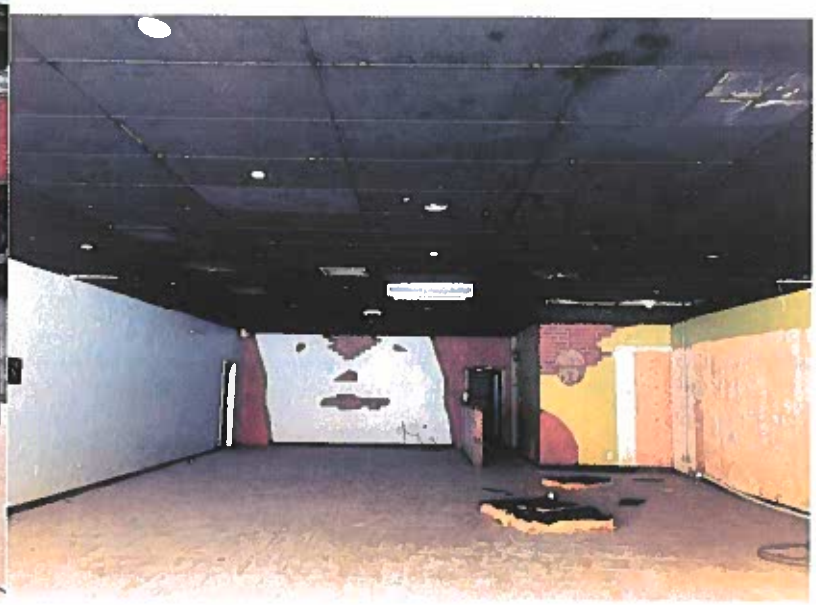
Signature (not required for electronic submittals): _____

Date: _____




















EXIT





1636 13th St. (Dirk's Restaurant) Expenses

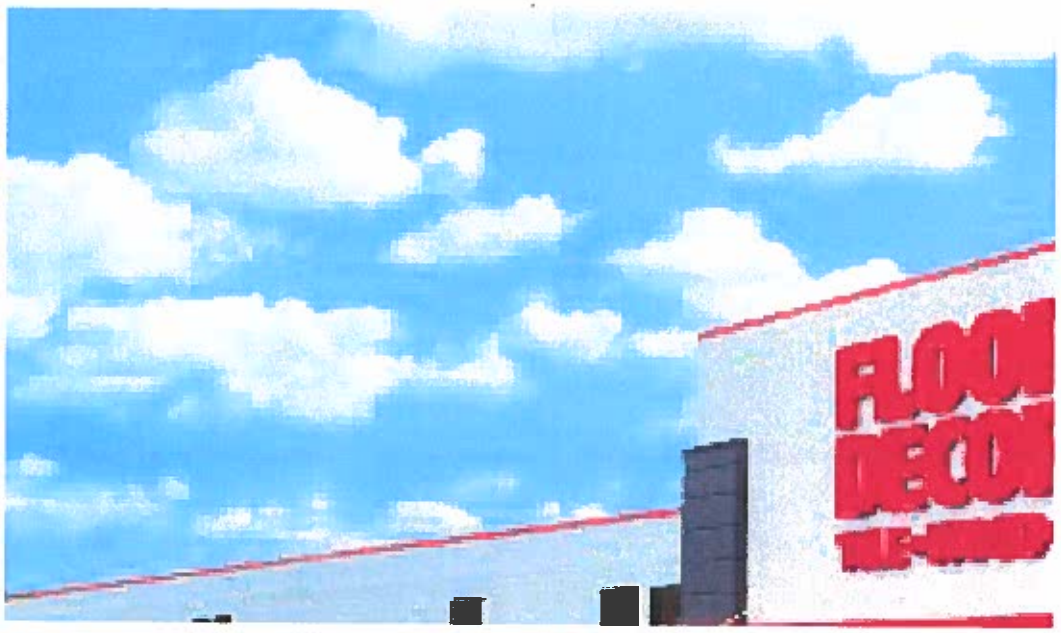
Facade Expenses	Invoice/Bid Amount	Date
Floor and Décor Mosaic Patio Tile	$1,511.19	7/13/20
Great Plains Steel Patio Gates	$912.00	7/23/20
J-Bird Design Awning Improvements	$6,173.89	7/10/20
Lowe's Exterior Paint	$235.09	5/22/20
Lowe's Exterior Paint	$269.72	5/26/20
Lowe's Exterior Paint	$383.21	5/20/20
Mark Birk Mural	$2,200.00	7/24/20
Quick Stripe Paving Asphalt Resurfacing	$7,500.00	7/29/20
Home Depot Tile Supplies	$230.07	7/21/20
Home Depot Tile Supplies	$253.98	3/17/20
Home Depot Water Pump	$19.46	7/21/20
Home Depot Trim Paint	$251.63	4/24/20
Home Depot Tile Adhesive	$61.37	5/6/20
Home Depot Paint	$269.87	5/7/20
Home Depot Paint Supplies	$105.08	5/14/20
The Tile Guys	$1,220.00	8/8/20
Wellborn Signs	$12,448.75	5/21/20
ZM Interiors Glass	$3,000.00	3/1/20
Façade Expense Total	**$37,045.31**	

Mike Nghiem

From: Rachel West <rachel.west@thewesttable.com>
Sent: Tuesday, July 28, 2020 8:40 PM
To: Mike Nghiem
Subject: Fwd: Confirmation of your Order 01774532

---------- Forwarded message ---------
From: **Floor & Decor** <CustomerCare@email.flooranddecor.com>
Date: Mon, Jul 13, 2020 at 10:39 AM
Subject: Confirmation of your Order 01774532
To: <Rachel.west@thewesttable.com>

View this email in a web browser.



THANK YOU FOR YOUR BUSINESS

WHAT'S NEXT

YOUR ORDER IS CURRENTLY BEING FULFILLED

ORDER NUMBER	ORDER PLACED
01774532	Jul 13, 2020

BILLING ADDRESS

Cameron West
1204 Broadway St
Lubbock, TX 79401

Phone: 806-252-0314

PAYMENT METHOD

MC ending in 2772

SHIPPING TO

Rachel West
1636 13th St
Lubbock, TX 79401
United States

METHOD

Freight

SHIPPING STATUS

Pending Shipment

ORDER DETAILS
ORDER NUMBER: 01774532

WHAT'S INSIDE	SKU	QTY	PRICE
Sunflower Polished Porcelain Penny Mosaic	100582204	210	$1257.90

PAYMENT TOTAL

Subtotal	$1,257.90
Shipping	$138.12
Sales Tax	$115.17
Order Total	**$1,511.19**

SHIPPED ORDER

Sunflower Polished Porcelain Penny Mosaic	100582204	210	$1257.90

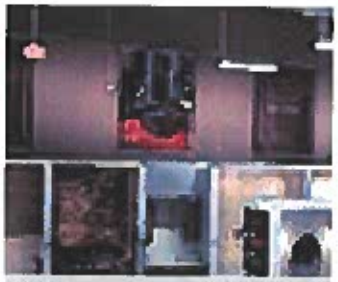
HERE IS WHAT WAS SHIPPED TO YOU
RECOMMENDED FOR YOU





THANK YOU FOR SHOPPING AT FLOOR & DECOR.

HAVE QUESTIONS? CALL CUSTOMER CARE AT 770-421-3705 / 877-675-0002.



Keep up with the latest trends in design and flooring with our seasonal catalog. Learn about new styles and how to capture them, as well as trending colors, textures, and patterns.



Take your design to the next level with our room or style galleries. If you're looking for a rustic style or you need inspiration to update your kitchen – we've got you covered.



Looking for inspiration? Check out these top-notch customer projects spanning every style.

TOP QUALITY FLOORS.
ROCK BOTTOM PRICES.®



SPECIAL FINANCING | CONTACT US | PRIVACY RIGHTS

© 2020 Floor & Decor - "Floor & Decor" is a registered trademark of Floor & Decor Outlets of America, Inc.

This email was sent by: Floor and Decor Outlets of America, Inc. [redacted]

QUOTATION

273471

GREAT PLAINS STEEL, INC.
P.O. Box 2916
LUBBOCK, TX 79408

Phone: (800) 530-4808
Fax: (806) 763-8942

QUOTATION	NUMBER 273471	PAGE 1	DATE 07/23/2020
SALES REP JAMES GROSECLOSE			EXP DATE 07/23/2020
SHIP VIA	JOB NAME		DELIVERY DATE
CUST P.O.#	BUYER DEREK REYNOLDS		CUST ID 0209

QUOTED TO:
SIMFLO
PO BOX 230
LUBBOCK, TX 79408

Phone: (806) 747-3411
Fax: (806) 747-3960

SHIP TO:
SIMFLO
2605 I-27
LUBBOCK, TX 79404

LINE	QTY ORDERED	ITEM/DESCRIPTION	--- WIDTH ---	--- LENGTH ---	WEIGHT	UNIT PRICE	TOTAL
		****INVOICES SUBMITTED ELECTRONICALLY****					
1	2 PCS	SQT-0655 SQT 4 X 1/4 X 20'		20'	485.400	124.00/PC	[illegible]
2	8 PCS	SQT-0348 SQT 2 X 3/16 X 20'		20'	691.200	47.00/PC	[illegible]
3	36 PCS	SQT-0112 SQT 3/4 X 14 GA X 20' PO		20'	542.160	8.00/PC	[illegible]

Remit-To Phone: (800) 530-4808 Remit-To Fax: (806) 763-8942

TAX ID: 1-7508513078
TERMS: 1/2% 10 NET 30

SHIP WT 1,721.760 LBS

SUBTOTAL	$912.00
SALES TAX	$0.00
TOTAL	$912.00

INVOICE

Rachel West
Downtown
(806) 252-0314

J-Bird Design & Remodel
Todd Tucker, 4916 16th St.
Lubbock, Texas 79416
Phone: (806) 773-8242
Email: toddtucker@att.net

Payment Terms	Due upon receipt
Invoice #	000326
Date	07/10/2020

Description	Total
2x6x8	$38.00
2x4x8	$700.00
Paint labor Paint the awning black	$650.00
Misc Plastic top	$2,500.00
Labor Install cedar slats, trim out posts, and install plastic	$2,000.00
Great Plains rental Man lift	$225.00

Subtotal	$6,113.00
sales tax	$60.89
Total	**$6,173.89**

Rachel West

DIRKS

LOWE'S HOME CENTERS, LLC
5022 WEST LOOP 289
LUBBOCK, TX 79424 (806) 791-3000

- SALE -

SALES#: S0271MC2 1041760 TRANS#: 92157238 05-22-20

5853	580-FL OZ DURAMAX FL BS4	177.00
278379	16IN ETTORE ALL PURPOSE S	5.98
132763	14-IN ETTORE PRO GRIP WAS	12.98
1604327	SCOTCH TAN MASK TAPE 36MM	5.96
	2 @ 2.98	
154751	9-IN X 180-FT BROWN MASKI	3.28
6262	19-QT RCP DOUBLE SIDED BU	11.97

SUBTOTAL:	217.17
TAX:	17.92
INVOICE 12743 TOTAL:	235.09
M/C:	235.09

M/C:XXXXXXXXXXXX2772 AMOUNT:235.09 AUTHCD:026313
CHIP REFID:027112348222 05/22/20 09:21:04
CUSTOMER CODE: driks
APL: Debit TVR: 8000088000
AID: A0000000042203 TSI: 6800
STORE: 0271 TERMINAL: 12 05/22/20 09:21:37

OF ITEMS PURCHASED: 7

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: JEFF WALKER

LOWE'S PRICE MATCH GUARANTEE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

****
* SHARE YOUR FEEDBACK! *
* ENTER FOR A CHANCE TO BE *
* ONE OF FIVE $500 WINNERS DRAWN MONTHLY! *
* ¡ENTRE EN EL SORTEO MENSUAL *
* PARA SER UNO DE LOS CINCO GANADORES DE $500! *
*
* ENTER BY COMPLETING A SHORT SURVEY *
* WITHIN ONE WEEK AT: www.lowes.com/survey *
* Y O U R I D # 127433 027101 434018 *
*
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *
****

STORE: 0271 TERMINAL: 12 05/22/20 09:21:37

LOWE'S HOME CENTERS, LLC
5022 WEST LOOP 289
LUBBOCK, TX 79424 (806) 791-3000

- SALE -

SALES#: S0271RF1 2606216 TRANS#: 90518128 05-26-20

473479 ARROW 50MP T50 STAPLE MUL	6.18
92764 35-QT RCP WAVEBRAKE MOP B	65.98
5853 580-FL OZ DURAMAX FL BS4	177.00
SUBTOTAL:	249.16
TAX:	20.56
INVOICE 11631 TOTAL:	269.72
M/C:	269.72

M/C:XXXXXXXXXXXX2772 AMOUNT:269.72 AUTHCD:020277
CHIP REFID:027111196365 05/26/20 13:37:51
CUSTOMER CODE: 99999999999999999
APL: Debit TVR: 8000088000
AID: A0000000042203 TSI: 6800
STORE: 0271 TERMINAL: 11 **05/26/20 13:38:17**

 # OF ITEMS PURCHASED: 3

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

THANK YOU FOR SHOPPING LOWE'S.
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: JEFF WALKER

LOWE'S PRICE MATCH GUARANTEE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

****
* SHARE YOUR FEEDBACK! *
* **ENTER FOR A CHANCE TO BE** *
* **ONE OF FIVE $500 WINNERS DRAWN MONTHLY!** *
* ¡ENTRE EN EL SORTEO MENSUAL *
* PARA SER UNO DE LOS CINCO GANADORES DE $500! *
* *
* ENTER BY COMPLETING A SHORT SURVEY *
* **WITHIN ONE WEEK AT: www.lowes.com/survey** *
* **Y O U R I D # 116313 027151 471702** *
* *
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *
****

STORE: 0271 TERMINAL: 11 05/26/20 13:38:17

- SALE -

SALES#: FSTLANE1 13 TRANS#: 3989355 05-20-20

5853 580-FL OZ DURAMAX FL BS4	354.00
2 @ 177.00	
SUBTOTAL:	354.00
TX - STATE TAX:	22.13
TX - LUBBOCK COUNTY TAX:	1.77
LUBBOCK - CITY TAX:	5.31
TOTAL TAX:	29.21
INVOICE 21329 TOTAL:	383.21
DEBIT:	383.21

DEBIT XXXXXXXXXXXX2772

CHIP REFID:027121050002 05/20/20 10:42:11

*PIN Verified

TRACE: 00740681

PURCHASE	CASH BACK	TOTAL DEBIT
383.21	0.00	383.21

APL: Debit TVR: 8000048000

AID: A0000000042203 TSI: 6800

271 21 05/20/20 10:42:35 REF#: 329

CUSTOMER: CAMERON WEST

END OF REPORT

Mark Birk

825 Claycourt Circle
Fort Worth, TX 76120
214-476-3518

INVOICE

TO:

Dirk's Chicken
1636 13th Street
Lubbock, TX 79401

DATE:

July 24, 2020

DESCRIPTION OF SERVICES:	AMOUNT DUE:
Agreed upon artwork painted on side of building located at XXXX. Size of artwork is XXXX.	$ 2,200.00
Price does not include paint, supplies and scaffolding. Half of price due before work begins with remainder being due upon completion of project.	
There is the possibility of a second artwork painted on the wall of a building. Price will be decided based on size and complexity of project.	
Sales Tax	
Total Price	$ -

Proposal

Quick Stripe Paving, Inc.
11002 S. Hwy 87
Lubbock, TX 79423
806-745-5197
Mobile 806-893-3397

Proposal No. 07292020
Date 07/29/2020

PROPOSAL SUBMITTED TO:	WORK TO BE PERFORMED AT:
NAME	ADDRESS
EMAIL:	DIRKS
FAX	1636 13th
PHONE NO 325-660-3657	DATE OF PLANS
CONTACT JAMES TATE	ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Clean Existing Pavement
Tack and Lay 1.5in. Hot Mix
3,600sq.ft.
TOTAL $ 7,500.00 Plus Tax

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of $ 7,500.00 Plus Tax

With payments to be made as follows.

Respectfully Submitted: QUICK STRIPE,

Per _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature_____

Date_____

Signature_____

Credit Services - Receipt LookUp

Printed on: 07/21/2020 13:33:13

Receipt

Receipt Image



More saving. More doing.℠

2613 66TH STREET
LUBBOCK, TX 79416 (806)791-4102

6827 00051 83165 03/10/20 09:36 AM
SALE SELF CHECKOUT

084305355546 HOMER BUCKET <A>
5GAL HOMER BUCKET
2@3.25 6.50
010306100069 1/16 SPACERS <A>
1/16" QEP SPACERS (250PK)
4@3.18 12.72
010186225807 25LB GRTSD <A>
#60 CHARCOAL SANDED GROUT 25LB
5@13.48 67.40
010186269849 FLX BOND <A>
FLEXBOND MORTAR GRAY 50LB
4@31.48 125.92

SUBTOTAL 212.54
SALES TAX 17.53
TOTAL $230.07
XXXXXXXXXXXX2772 DEBIT
USD$ 230.07
AUTH CODE 782398
Chip Read Verified By PIN
AID A0000000042203 Debit

6827 51 83165 03/10/2020 2740

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	06/08/2020

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en español

Account Details

Xref number	Account Number	Type	ExpDate	Signature	Entry
xxxxxxxxxxxx2772	xxxxxxxxxxxx2772	DB	12/30	NA	CHIP

EMV Brand Application ID :	A0000000042203	EMV brand application name :	Debit
CVM code :	3	CVM description :	PIN
Display CVM code :	PIN	EMV fallback indicator :	NA

Miscellaneous Details

Sales Posting Date : 03/10/2020

Credit Services - Receipt LookUp
Receipt

Printed on: 07/21/2020 13:32:52

Receipt Image



2615 50TH STREET
LUBBOCK, TX 79416 (806)791-4102

6827 00052 03781 03/17/20 11:02 AM
SALE SELF CHECKOUT

611269321210 RBCOCOBRY12 <A> 3.18
REDBULL 12OZ COCONUT BERRY
010306100267 1/8 SPACERS <A>
1/8" QEP SPACERS (250PK)
3@3.18 9.54
026366531408 SIL TILE TRM <A>
SILVER 3/8 ALUM L-SHAPE
5@10.98 54.90
033287171378 TILE SAW <A> 149.00
RYOBI 7 IN. OVERHEAD WET TILE SAW
0000-885-061 2 YR REPLACE <B,U> 18.00
D23 2YR HDPP REPLACE $100-$149.99

SUBTOTAL 234.62
SALES TAX 19.36
TOTAL $253.98
XXXXXXXXXXXX2772 DEBIT
USD$ 253.98
AUTH CODE 982013
Chip Read Verified By PIN
AID A0000000042203 Debit

<U> - NON-DISCOUNTABLE ITEM

6827 52 03781 03/17/2020 6110

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	06/15/2020
B	9	90	06/15/2020

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN

Account Details

Xref number	Account Number	Type	ExpDate	Signature	Entry
xxxxxxxxxxxx2772	xxxxxxxxxxxx2772	DB	12/30	NA	CHIP

EMV Brand Application ID :	A0000000042203	EMV brand application name :	Debit
CVM code :	3	CVM description :	PIN
Display CVM code :	PIN	EMV fallback indicator :	NA

Miscellaneous Details

Sales Posting Date : 03/17/2020

Credit Services - Receipt LookUp
Receipt

Printed on: 07/21/2020 13:33:05

Receipt Image



2615 50TH STREET
LUBBOCK, TX 79416 (806)791-4102

6827 00052 04276 03/17/20 01:44 PM
SALE SELF CHECKOUT

033287144709 WATERPUMP <A> 17.98
RYOBI UNIVERAL WATER PUMP

SUBTOTAL	17.98
SALES TAX	1.48
TOTAL	$19.46
XXXXXXXXXXXX2772 DEBIT	
USD$	19.46

AUTH CODE 780823
Chip Read Verified By PIN
AID A0000000042203 Debit



6827 52 04276 03/17/2020 6110

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	90	06/15/2020

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H88 15668 8893
PASSWORD: 20167 8841

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

Account Details

Xref number	Account Number	Type	ExpDate	Signature	Entry
xxxxxxxxxxxx2772	xxxxxxxxxxxx2772	DB	12/30	NA	CHIP

EMV Brand Application ID :	A0000000042203	EMV brand application name :	Debit
CVM code :	3	CVM description :	PIN
Display CVM code :	PIN	EVM fallback indicator :	NA

Miscellaneous Details

Sales Posting Date : 03/17/2020

More saving.
More doing.

2615 50TH STREET
LUBBOCK, TX 79416 (806)791-4102

6827 00090 92099 04/24/20 10:50 AM

ORDER W952297105
0000-258-725 4.5 Gal. All-Purpose 14.84
0000-590-599 Trim Board Primed Finger-J
15@12.55 188.25
0000-328-448 Alex 10.1 oz. White Painte
6@1.78 10.68
1000-537-016 Pro Grade Precision 4-1/2
4@4.67 18.68

SUBTOTAL	232.45
SALES TAX	19.18
TOTAL	$251.63
XXXXXXXXXXXX2772 MASTERCARD	251.63

AUTH CODE 030096/3907428

P.O.#/JOB NAME: W952297105

6827 90 92099 04/24/2020 1551

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	180	10/21/2020

Due to COVID-19, we have extended our returns policy for most items.
Please see homedepot.com for details.

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: GW2S 191314 184577
PASSWORD: 20224 184487



More saving.
More doing.™

2615 50TH STREET
LUBBOCK, TX 79416 (806)791-4102

6827 00061 99467 05/06/20 12:52 PM
SALE CASHIER ALEXIS

887480000474 ROD & STEEL <A>
ANGLE SLD ALUM 96X1/2X1/16
3@7.48 22.44
010306700771 SPONGE <A> 2.58
QEP SCRUBBING SPONGE
010186014173 ACRYL PRO 1G <A> 13.97
ACRYLPRO TILE ADHESIVE 1GAL
070798184251 ALEXFD 10.1 <A>
ALEX FAST DRY WHITE 10.1 OZ
4@3.18 12.72
070798185463 5.5OZKSPKBCL <A> 4.98
KWIK SEAL PLUS CLEAR 5.5 OZ

SUBTOTAL	56.69
SALES TAX	4.68
TOTAL	$61.37

XXXXXXXXXXX1667 DEBIT
USD$ 61.37

AUTH CODE 362497
Chip Read Verified By PIN
AID A0000000042203 Venmo Debit



6827 61 99467 05/06/2020 7585

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	180	11/02/2020

Due to COVID-19, we have extended our returns policy for most items.
Please see homedepot.com for details.

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H88 206050 199284
PASSWORD: 20256 199223

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.



More saving.
More doing.™

2615 50TH STREET
LUBBOCK, TX 79416 (806)791-[illegible]

6827 00062 26450 05/07/20 01:[illegible]
SALE CASHIER COBY

887480026771 ANGLE1 [illegible] <A>
ANGLE SLD ALUM 96[illegible] 1/20
2@7.48 14.96
070758015029 SPACKLING [illegible] 4.79
INT/EXT PATCH-N-PAINT 1/2RT
082474534052 PPEXSGDPBS5G <A> 162.00
BEHR PPE 5340 SG DEEP 4.53[illegible]
71870 [illegible]525 GROUT RELEAS <A> 3.68
AC[illegible] GROUT RELEASE 10T
[illegible] ALEXFD 10.1 <A>
ALEX [illegible] RY WHITE 10.1 OZ
6@3.18 19.08
07708914412[illegible] [illegible]ER COVER <A>
BETTER 9 X [illegible] IN KNIT POLY ROLLER
2@3.98 7
051115091711 2090 1[illegible] CP <A>
3M LONG MASK 1IN 9PACK JLO 1

SUBTOTAL 249.30
SALES TAX [illegible]
TOTAL $269.[illegible]
[illegible]XXXXXXXXX2772 MASTERCARD
USD$ 269.87
[illegible] CODE 020929/0623520 TA
Chip Read
AID A0000000042203 Debit

P.O.#/JOB NAME: DIRKS



6827 62 26450 05/07/2020 5625

RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	180	11/03/2020

Due to COVID-19, we have extended our returns policy for most items. Please see homedepot.com for details.

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 60016 53251
PASSWORD: 20257 53189

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

[illegible]

www.homedepot.com/survey

User ID: H89 42188 35369
PASSWORD: 20264 35361

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

est. 452



More saving.
More doing.

2615 50TH STREET
LUBBOCK, TX 79416 (806)791-4102

6827 00008 17536 05/14/20 01:06 PM
SALE CASHIER MIA

081099036330 USG DC 3.5QT <A>
USG AP LIGHT DUST CONTROL 3.5QT PAIL
2@7.96 15.92
047034010315 PAINT SHIELD <A> 0.58
TRIM 31 IN CARDBOARD PAINT SHIELD
090489149987 2X4 HARDBD <A> 4.10
1/8 2X4 TEMPERED HARDBOARD
095151530735 DOOR SWEEP <A> 8.90
36" VERANDA WEATHERSTRIP SWEEP
051125006019 3MCHN60G2PK <A> 7.97
3M PGP CHANNELS SPONGE BLK 60G 2PK
047034129123 MASKINGPAPER <A> 3.28
12"X180' BRWN ALL PURP MASKING PAPER
070798182202 D ULTRA 10.1 <A>
DYNAFLEX ULTRA 10.1 OZ BLACK ADVANCE
3@6.48 19.44
021200711077 TAPE <A> 2.97
SCOTCH 1.41" MASKING TAPE
761475961011 12" SQUEEG <A> 9.98
UNGER 12" PRO SQUEEGEE W/REFILL
857530003533 DUSTER <A> 3.98
HDX MICROFIBER DUSTER
761475901208 SQUEEGEE <A>
UNGER 18" MOSS RUBBER FLOOR SQUEEGE
2@5.99 11.98
0000-113-884 DRAFT BUSTER <A> 7.97
DRAFT BUSTER

SUBTOTAL 97.07
SALES TAX 8.01
TOTAL $105.08
XXXXXXXXXXXX2772 MASTERCARD
USD$ 105.08
AUTH CODE 048357/3080283 TA
Chip Read
AID A0000000042203 Debit

P.O.#/JOB NAME: DIPKS



RETURN POLICY DEFINITIONS

	POLICY ID	DAYS	POLICY EXPIRES ON
A	1	180	11/10/2020

Due to COVID-19, we have extended our returns policy for most items.
Please see homedepot.com for details.

****

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A $5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: H89 42188 35369
PASSWORD: 20264 35361

Entries must be completed within 14 days of purchase. Entrants must be 18 or older to enter. See complete rules on website. No purchase necessary.

Off. 452

ESTIMATE

Rachel West
1636 13th

The Tile Guys
909 E. 37ST
Lubbock , Tx 79404
Phone: (806) 466-8509
Email: thetileguys806@yahoo.com

Estimate # 000162
Date 08/08/2020

Description	Total
Outdoor Entry	$1,020.00
Floor Prep And Leveling	$200.00

Subtotal	$1,220.00
Total	**$1,220.00**



Signed on: 08/10/2020

Rachel West

Wellborn Sign Co.
700 East 10th Ave.
Amarillo, TX 79101

Invoice

Date	Invoice #
5/21/2020	32782

Bill To
The West Table 1204 Broadway # 103 Lubbock, TX 79401

Job	Due Date
	5/21/2020

Description	Qty	Rate	Amount
OPEN FACE NEON LIT CHANNEL LETTERS -overall Dimensions: as shown -Open face metal neon lit channel letter -mount flush to roof on custom frame -includes install and permit. DIRK'S 1636 13TH STREET LUBBOCK TX RACHEL WEST 806-993-9378 rachel.west@thewesttable.com	1	11,500.00	11,500.00T

Terms:1/2 down with remaining balance due on completion date.

All accounts due payable in Potter County, Texas Any account over 30 days will accrue a 1.5% pr month late charge any delinquent accounts requiring outside legal or collection fees will be in addition to this invoice and is the responsibility of the customer.

Subtotal	$11,500.00
Sales Tax (8.25%)	$948.75
Total	$12,448.75
Balance Due	$12,448.75

* Payment Due Upon Receipt

Phone #	Fax #	E-mail	Web Site
(806)331-3563	(806)331-3569	melissa@wsignco.com	http://www.wsignco.com

"Regulated by the Texas Department of Licensing & Regulation, P.O. Box 12157 Austin, TX 78711 800-803-9202, 512-463-6599; website: www.tdlr.texas.gov.

ZM INTERIORS

8708 CR 6835
Lubbock, Texas 79407

Phone 806-407-3043
Fax 806-407-3099

INVOICE

TOTAL DUE **$96,628.00**

Invoice No. 20-0002
Invoice Date 03/04/2020
Job Owner Cameron West
1636 13th Street
Lubbock, TX 79401

Project: Dirk's Chicken

Notes/Comments

REF NO.	QTY	DESCRIPTION	PRICE EACH	TOTAL
		Reimbursable Expenses:		
		Doors & Hardware		$ 10,000.00
		Drywall		$ 10,000.00
		($3,000.00 extra for FRP Ceilings)		
		Electrical		$ 12,378.00
		($9,878.00 extra work)		
		Plumbing/Mechanical		$ 27,000.00
		(includes extra work)		
		Flooring		$ 7,500.00
		($1,800.00 extra on floor patching)		
		Glass		$ 3,000.00
		Paint		$ 14,750.00
		Toilet Partitions		$ 6,000.00
		Toilets/Trash		$ 3,500.00
		Insurance		$ 2,500.00
		Total		**$ 96,628.00**

Please make checks payable to ZM Interiors

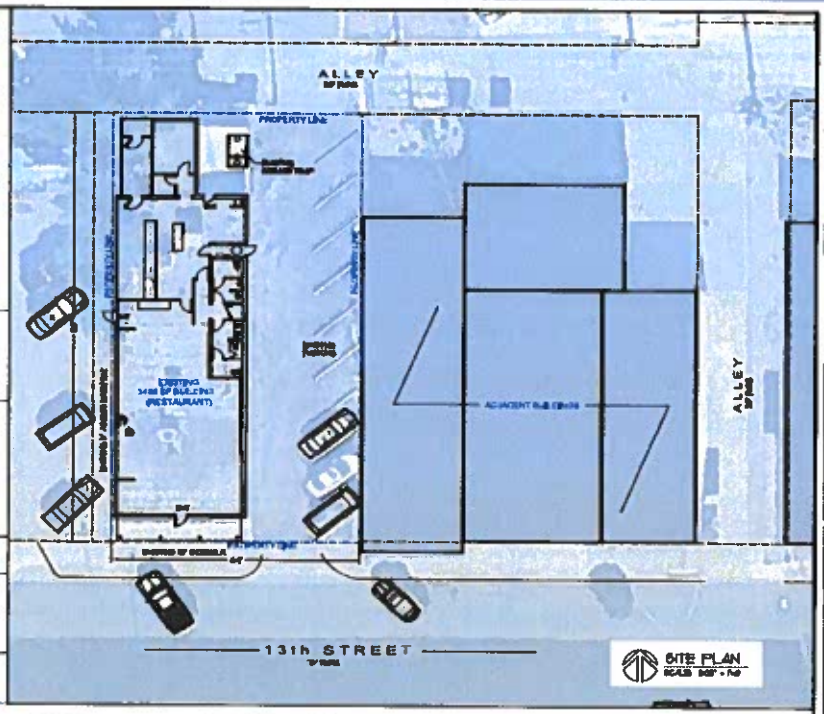
Please make checks payable to:

ZM Interiors, LLC
8708 CR 6835
Lubbock, TX 79407

SUBTOTAL	**$96,628.00**
Sales tax %	
SHIPPING & HANDLING	
PAYMENTS	
PLEASE PAY THIS AMOUNT	**$96,628.00**

TERMS: Due upon receipt





DATE/ISSUE

ALLEN ASSOCIATES

NEW HANDICAP RESTROOMS FOR DIRK'S RESTAURANT
1604 13TH STREET LUBBOCK, TEXAS 79401

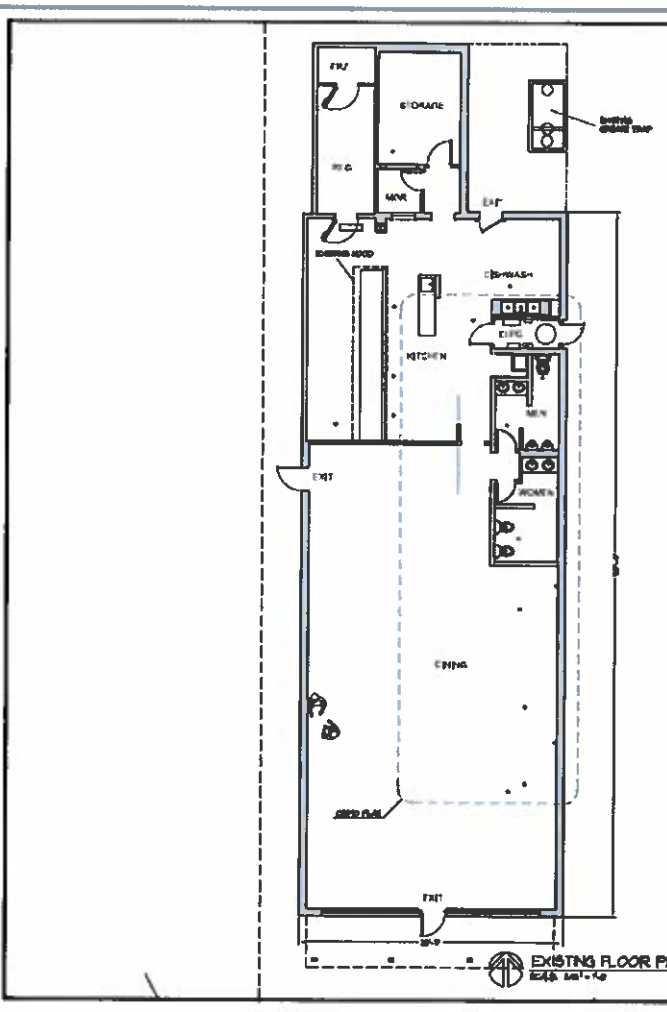
SITE PLAN

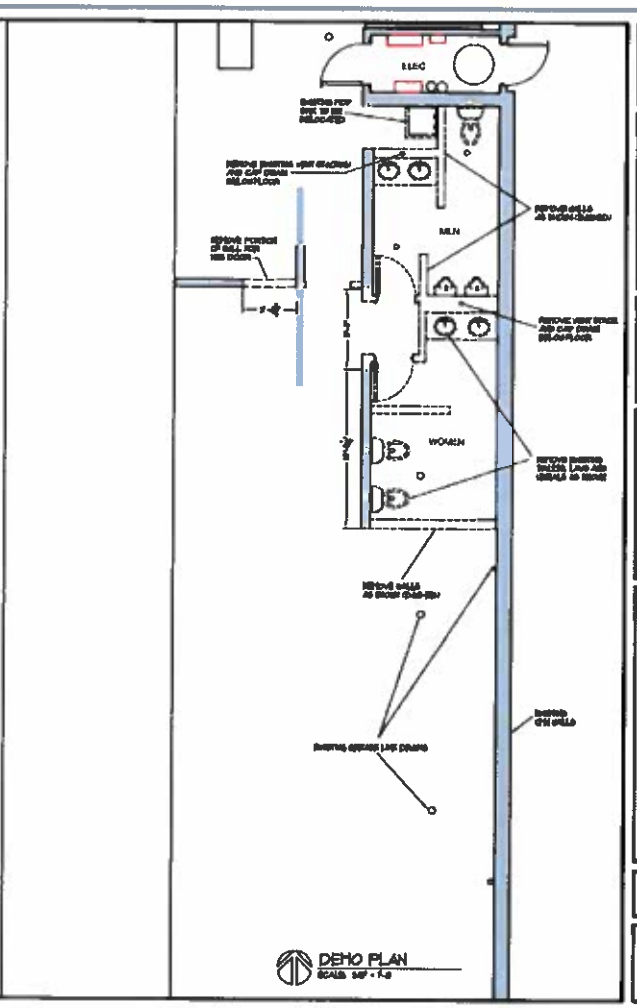
SHEET NO
AS-1

PROJECT SUMMARY

PROJECT INFO

LIST OF DRAWINGS





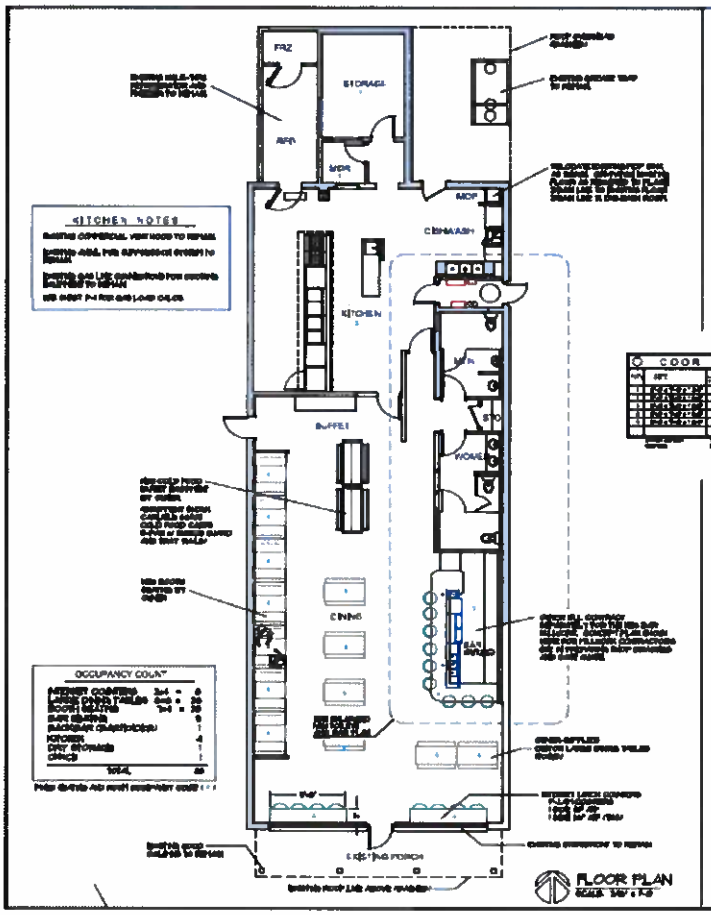
DATE/ISSUE

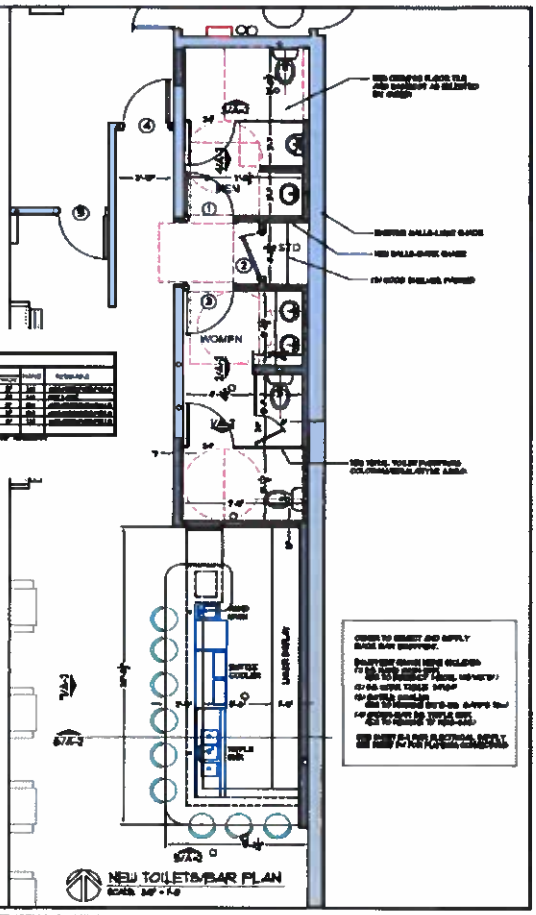
ALLEN ASSOCIATES

NEW HANDICAP RESTROOMS FOR DIRK'S RESTAURANT
1604 13TH STREET LUBBOCK, TEXAS 79401

DEMO PLAN

SHEET NO
D-1





DATE/ISSUE

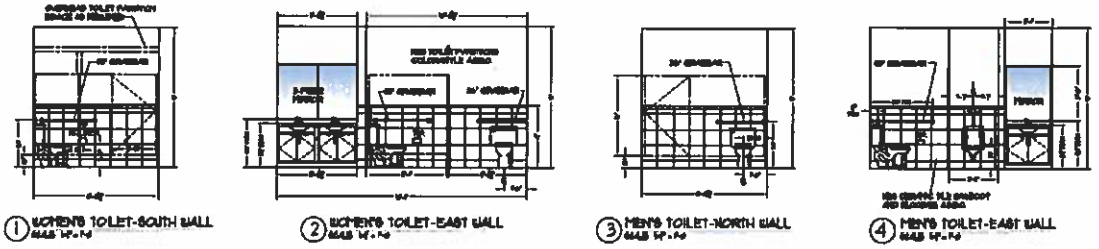
ALLEN ASSOCIATES

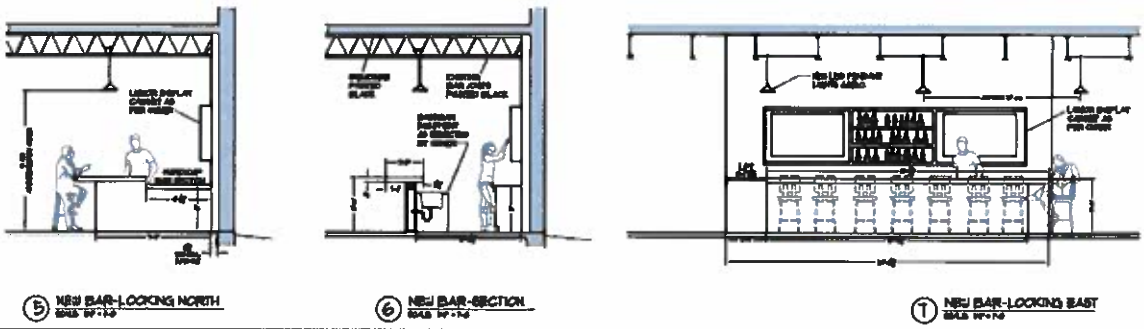
PRELIM ONLY

NEW HANDICAP RESTROOMS FOR
DIRK'S RESTAURANT
1604 13TH STREET LUBBOCK, TEXAS 79401

FLOOR PLAN

SHEET NO
A-1





DATE/ISSUE

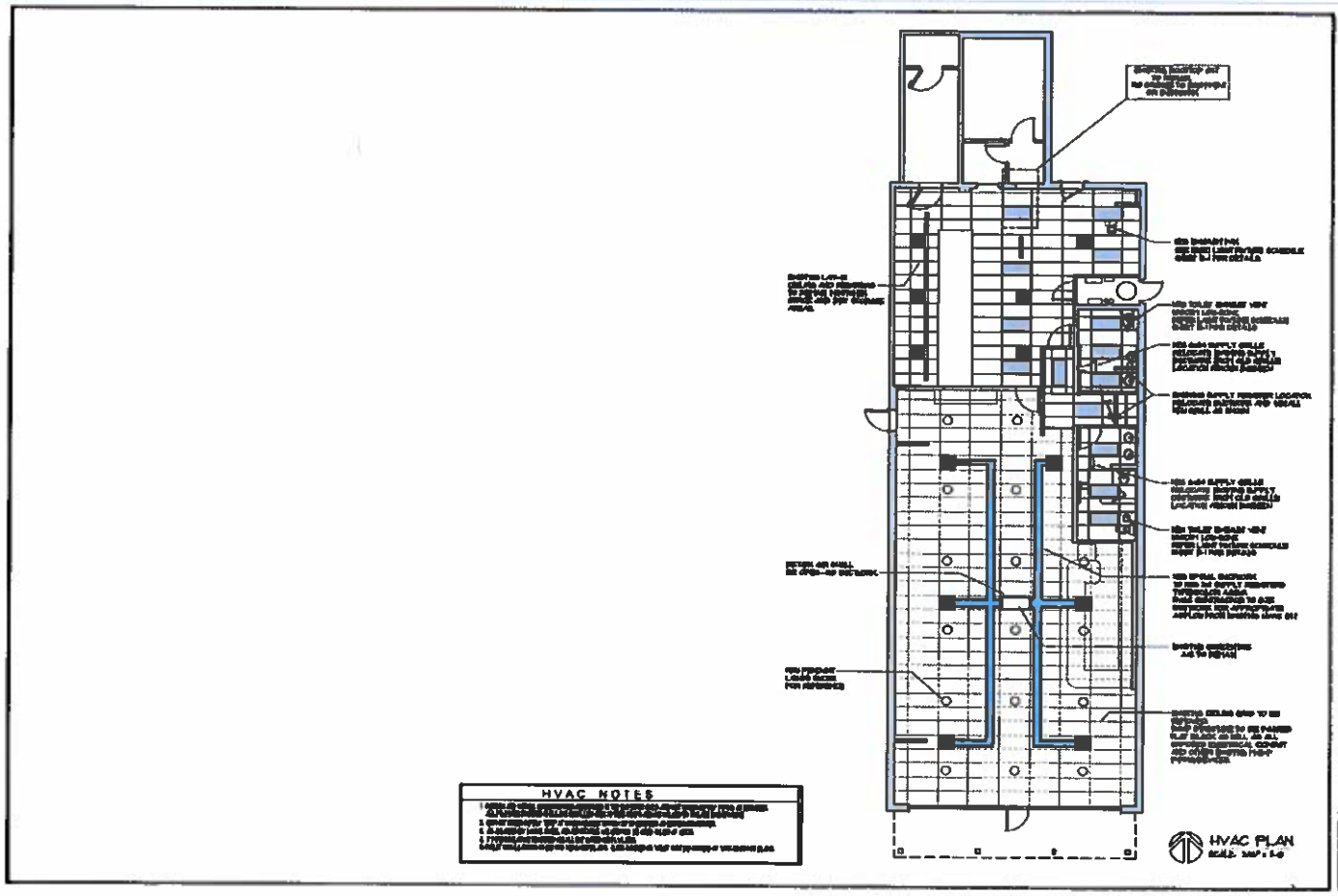
ALLEN ASSOCIATES

PRELIM ONLY

NEW HANDICAP RESTROOMS FOR
DIRK'S RESTAURANT
1604 13TH STREET LUBBOCK, TEXAS 79401

INTERIOR ELEVATIONS

SHEET NO
A-2



DATE/ISSUE:

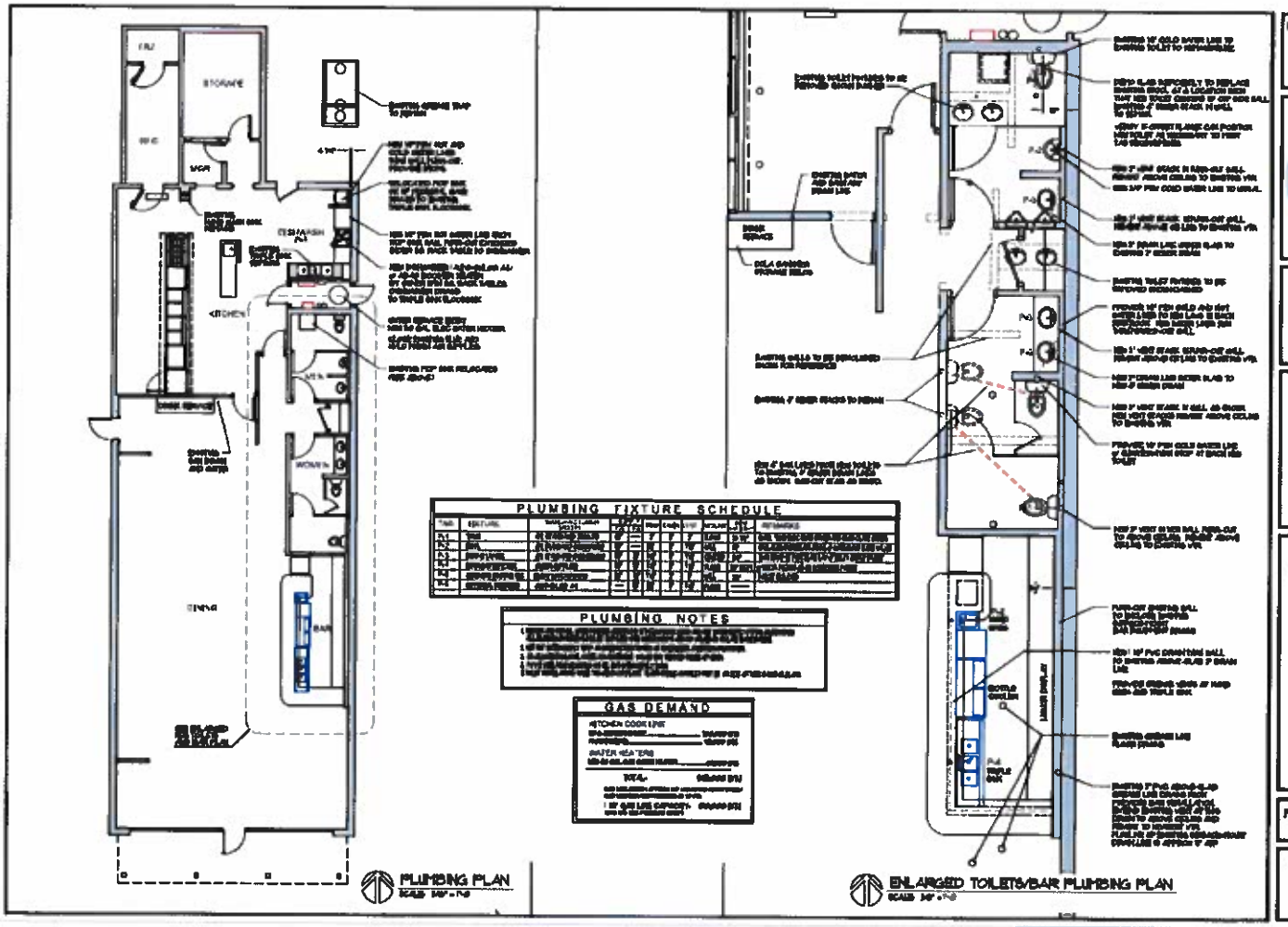
ALLEN ASSOCIATES

DAVIS ENGINEERING
CLIFFORD DAVIS, P.E.

NEW HANDICAP RESTROOMS FOR
DIRK'S RESTAURANT

HVAC PLAN

SHEET NO
M-1



DATE/ISSUE:

ALLEN ASSOCIATES

DAVIS ENGINEERING
CLIFFORD DAVIS, P.E.

NEW HANDICAP RESTROOMS FOR
DIRK'S RESTAURANT

PLUMBING PLAN

SHEET NO
P-1

LIGHTING FIXTURE SCHEDULE (NEW AND EXISTING)

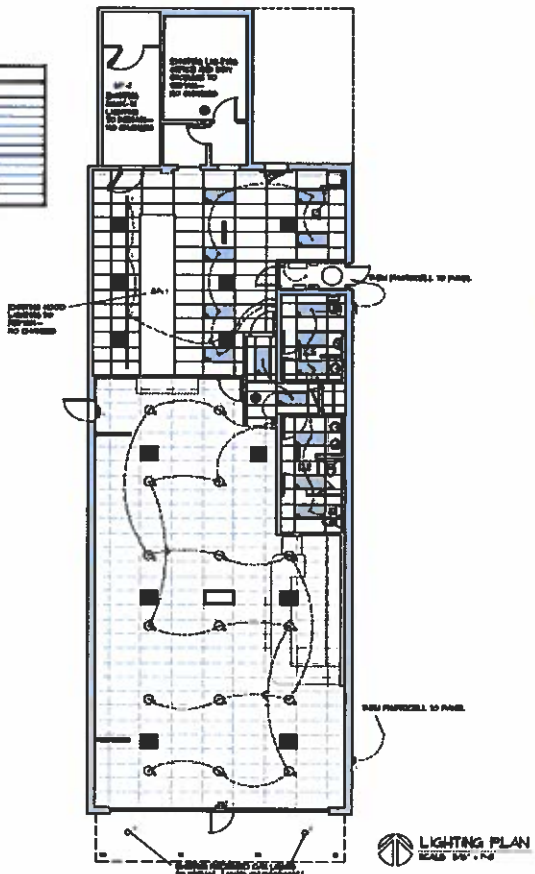
MARK	TYPE	MOUNTING	[illegible]	[illegible]	REMARKS
A	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
AA	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
B	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
C	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
D	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
E	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

LIGHTING AND POWER PLAN SYMBOLS

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

LIGHTING NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]



LIGHTING PLAN
SCALE 3/8" = 1'-0"

DATE/ISSUE

ALLEN ASSOCIATES
ARCHITECTS AND PLANNERS

PRELIM ONLY
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

DAVIS ENGINEERING
CLIFFORD DAVIS, P.E.
1106 YONKERS PLAINVIEW TEXAS

NEW HANDICAP RESTROOMS FOR
DIRK'S RESTAURANT
1638 13TH STREET LUBBOCK, TEXAS 79401

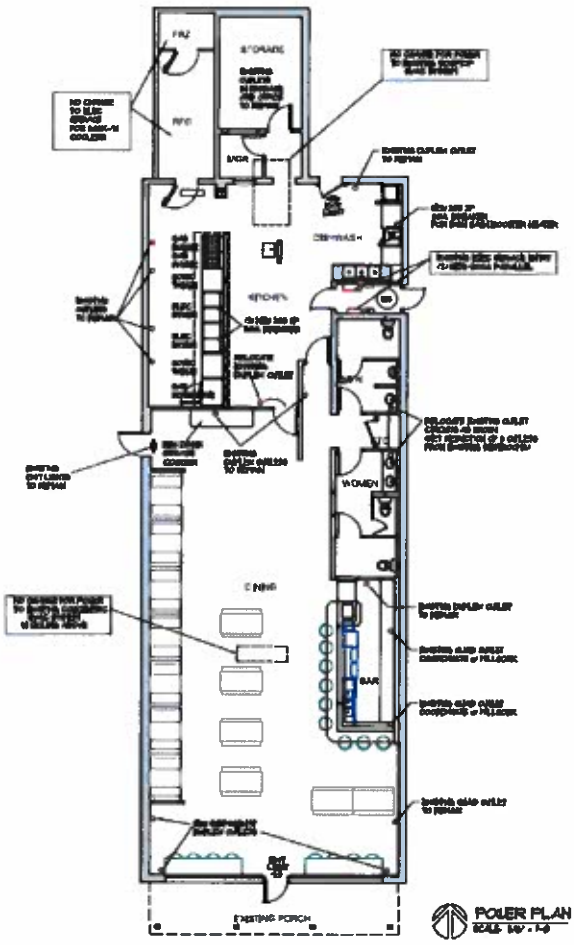
LIGHTING PLAN

SHEET NO.
E-1
1 OF 2

LOAD ANALYSIS

CATEGORY	[illegible]	DEMAND (kW)
[illegible]	[illegible]	[illegible]
RECEPTACLES	[illegible]	[illegible]
KITCHEN EQUIPMENT	[illegible]	[illegible]
WATER HEATERS	[illegible]	[illegible]
HEAT STRIPS	[illegible]	[illegible]
LARGEST MOTOR	[illegible]	[illegible]
SUBTOTAL		[illegible]
SPARE CAPACITY (15%)		[illegible]
TOTAL DEMAND		[illegible]
SERVICE VOLTAGE	[illegible]	[illegible]
EXISTING EQUIPMENT RATING		[illegible]

ELEC CONTRACTOR TO SUPPLY LOAD [illegible] CITY OF LUBBOCK [illegible]



POWER PLAN
SCALE 3/8" = 1'-0"

DATE/ISSUE

ALLEN ASSOCIATES
ARCHITECTS AND PLANNERS

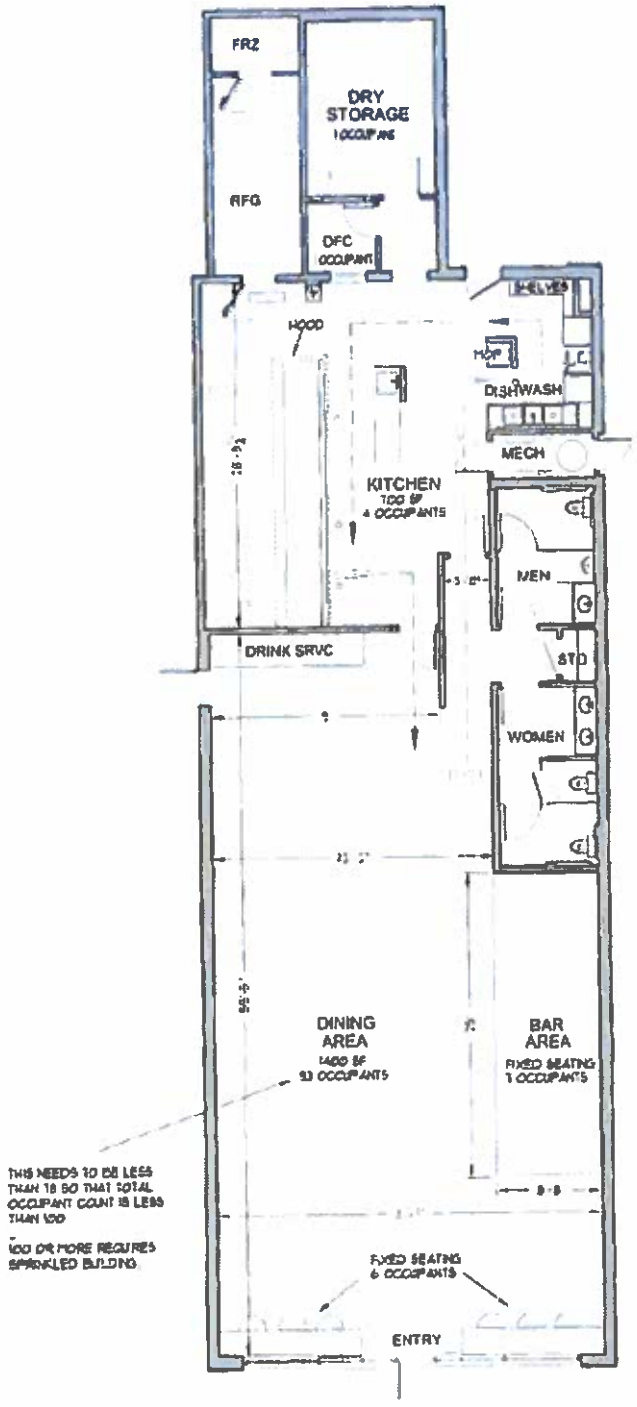
PRELIM ONLY
NOT FOR REGULATORY APPROVAL, PERMITTING OR CONSTRUCTION

DAVIS ENGINEERING
CLIFFORD DAVIS, P.E.
1106 YONKERS PLAINVIEW TEXAS

NEW HANDICAP RESTROOMS FOR
DIRK'S RESTAURANT
1638 13TH STREET LUBBOCK, TEXAS 79401

POWER PLAN

SHEET NO.
E-2
2 OF 2



DIRK'S RESTAURANT AND BAR

SCHEMATIC DESIGN LAYOUT RJA JUNE 30 2015

(11x17 PAPER) SCALE: 1/8"=1'-0

CITY OF LUBBOCK
ALTERATIONS COMMERCIAL BUILDING

Date Entered	Date Expires	Permit Type/Number	Project Number
04-Dec-2019	24-Nov-2020	COMM-085183-2019	

Parcel

PIN: 28302
Address: 1636 13TH ST
Zip: 79401
Units:
Subdivision: L P K
Legal Detail: L P K BLK 1 W64'OF L 1

Zone	Type of Construction	Occupancy
	V-B	A-2

Proposed Development

437 - COMMERCIAL ADDITIONS /ALTERATIONS

MIN. FINISHED FLOOR ELEV. Not Determined PER TABLE 403.1. 7.3, 2009 IRC AMENDMENTS.

FLOOD PLAIN?

L P K BLK 1 W64'OF L 1 3,677.00 SQ.FT. U

DESCRIPTION:
COMMENTS:

COMMENTS:
DESCRIPTION:

CORRECTIVEACTION:
COMMENTS:

RECOMMENDATION:

TO REQUEST INSPECTIONS CALL (806)775-3159 OR (806)775-3174 FOR BUILDING INSPECTION AND (806)775-2589 FOR WATER UTILITIES.

ALTC Dirk's Restaurant - 3677sf
Remodel bathrooms and addition of a bar.
Electrical and plumbing only.

Valuation	Square Footage	C of O Required
$110,000.00	3,677.00	YES

Date Entered	Date Expires	Permit Type/Number	Project Number
04-Dec-2019	24-Nov-2020	COMM-085183-2019	

Professional

State License: ACTIVE
Professional License:

Required Inspections

Framing
Slab Building
Slab Building
Framing
Zoning Final
Building Final
Fire Final
Building Final
Building Final

Notice/Signature

I hereby certify that the above statements are true facts concerning the construction of the building or other work for which this application is made. I also understand that the issuance of this permit does not relieve the permit holder from the responsibility of complying with all applicable City of Lubbock regulations, codes and ordinances and that failure to comply may subject the permit holder to criminal and/or civil liability.

Issuance of this city permit does not insure compliance with state or federal regulations, rules or laws. I understand that it is the responsibility of the permit holder or his agents to meet applicable state and federal requirements. These requirements may include, but are not limited to, those imposed by the Americans with Disabilities Act, the U. S. Environmental Protection Agency, the Texas Architectural Barriers Act, the Texas Department of Licensing and Regulation, the Texas Department of Health and the Texas Commission of Environmental Quality. This list is not all-inclusive and other federal or state requirements may be applicable.

Customer Signature:_____ **Permit Issued By:** EnerGovService

RE 20-51

RESOLUTION APPROVING WEST FAMILY HOSPITALITY GROUP, LLC AT 1636 13th STREET DOWNTOWN FAÇADE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, August 26, 2020, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to the West Family Hospitality Group, owner of The West Table in Downtown Lubbock with over 23 years of combined restaurant experience, is renovating the property at 1636 13th Street, also located within the Downtown TIF. The scope of façade work will include the installation of new signage, new windows and a new patio totaling $37,045 in expenses. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant for the West Family Hospitality Group, LLC, a Downtown Façade Grant for $18,523 for the project at 1636 13th Street, which is located within the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance to renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Calvin Davis and Seconded by Director, Dr. Matt Bumstead,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with the West Family Hospitality Group, LLC, for the improvements to the building at 1636 13th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, CFO/COO

Regular City Council Meeting **7. 13.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the City Council to approve a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to West Family Hospitality Group, LLC, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

Item Summary

The West Family Hospitality Group is renovating the property at 1636 13th Street, which is located within the Downtown Tax Increment Financing (TIF) District boundary, as designated by the City of Lubbock. The scope of the project includes a new roof, electrical, vent hood and plumbing.

The cost of the project is estimated to be $248,056, and the requested grant amount is $24,806. The Market Lubbock, Inc. Board of Directors approved this amount at their July 29, 2020 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $248,056, with $24,806 to be paid upon completion, with the requested grant.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Market Lubbock, Inc. Board of Directors

Attachments

Resolution
Market Lubbock Supporting Documentation
Market Lubbock Resolution

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to West Family Hospitality Group, LLC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Market Lubbock Downtown Permittable Grant Program – West Family
08.27.20

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1636 13th St.

(West Family Hospitality Group, LLC)

TOTAL PERMITTABLE SCOPE OF WORK = $248,056

PERMITTABLE GRANT = $24,806

MARKET LUBBOCK

Downtown Grant Program
Presented to MLI Board
July 29, 2020

Project 1636 13th St. (Permittable)

The West Family Hospitality Group, owner of The West Table in downtown Lubbock with over 23 years of combined restaurant experience, is renovating the property at 1636 13th St., also located within the Downtown TIF.

The scope of permittable work will include a new roof, electrical, hood and plumbing totaling $248,056 in expenses.

The MLI Board is being asked to consider a Downtown Permittable Grant for The West Family Hospitality Group, LLC totaling $24,806 at 1636 13th St.

MARKET LUBBOCK

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Special Projects
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401
Phone: 806.749.4500
Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	05/15/18
Projected Project Start Date	03/11/19
Project Property Address	1636 13th St.
Property LCAD R#	87275

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	West Family Hospitality Group LLC
Street Address	1204 Broadway
City, State, Zip	Lubbock, TX 79401

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Rachel West
Title	Owner
Phone Number	806-252-0314
Email	rachel.west@thewesttable.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Owner Approved ☐

Grant Type (May choose both if applicable): Permittable ☑ Façade ☑

Detailed Project Summary (including projected start date) and Description of Work:

Remodel building

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Permittable	$248,056	$24,806
		$0
		$0
		$0
TOTAL	**$248,056**	**$24,806**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
West Family	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes
Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

City of Lubbock - Planning Department 806-775-2108

Contact the City of Lubbock to determine the following:

- ☐ Does the scope of work meet downtown standards and guidelines?
- ☐ Are permits required for any aspect of the scope of work?
- ☐ Are public improvements required?
- ☐ Is there a current Certificate of Occupancy on file for this property?

Market Lubbock, Inc. (MLI) requirements:

Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500

Application Packet:

- ☐ Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned

All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

Date Final Documents Received:_____

- ☐ Copies of City permits or City approval
- ☐ Copy of Current Certificate of Occupancy
- ☐ Detailed Construction Bids or Schedule of Values
- ☐ Before Picture (prior to construction beginning)
- ☐ Architectural Plans (if applicable)
- ☐ Architectural Renderings (if applicable)

After completion of construction:

- ☐ Certificate of Occupancy or Similar City Document Approving Completion *(Applicant responsible for final scope of work matching approved scope)*

Proof of Payment:

- ☐ PAID Invoices (must reference the approved project)
- ☐ Processed Checks, Bank or Credit Card Statements matching PAID invoices (legible copies)

Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the Lubbock Downtown TIF boundaries (Central Business District TIF)
- Single-Family residences and duplexes are excluded.
- An Applicant is eligible to receive a permittable grant and/or façade grant per property (LCAD R# or Development Lot), per enterprise, per year. Must wait one year from approval to apply again for the same property. (Expenses used in one application cannot be used in another application.)
- Applicant is not eligible for grant program funding if delinquent in property taxes according to LCAD records - includes all LCAD properties listed in the applicant's name
- MLI disbursements are characterized as "reimbursable grants" - Applicant pays expenses first
- Expenses eligible for reimbursement must relate to reasonable costs or expenses.
- Receipt of an application is not a guarantee of grant approval.

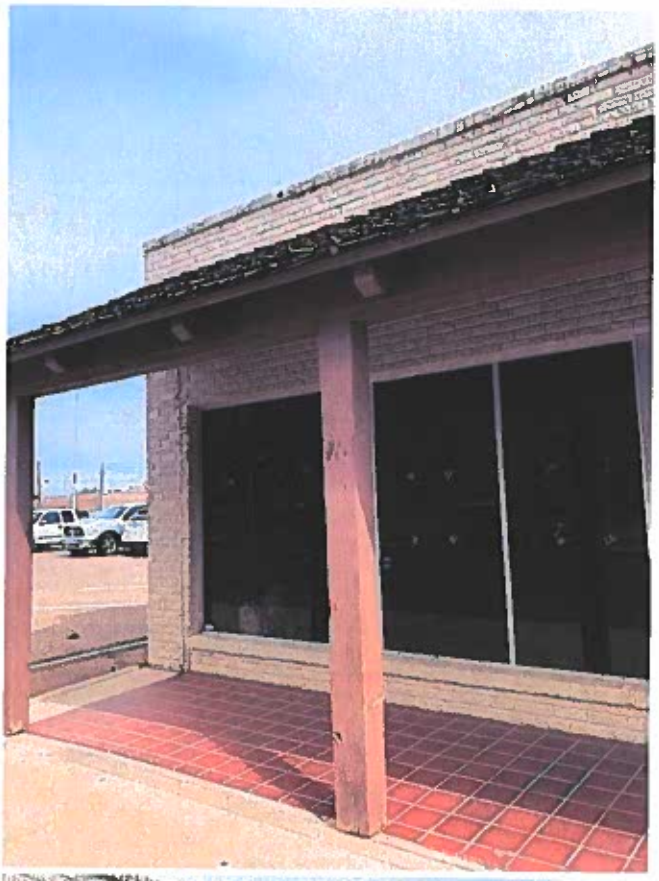
Grant Types

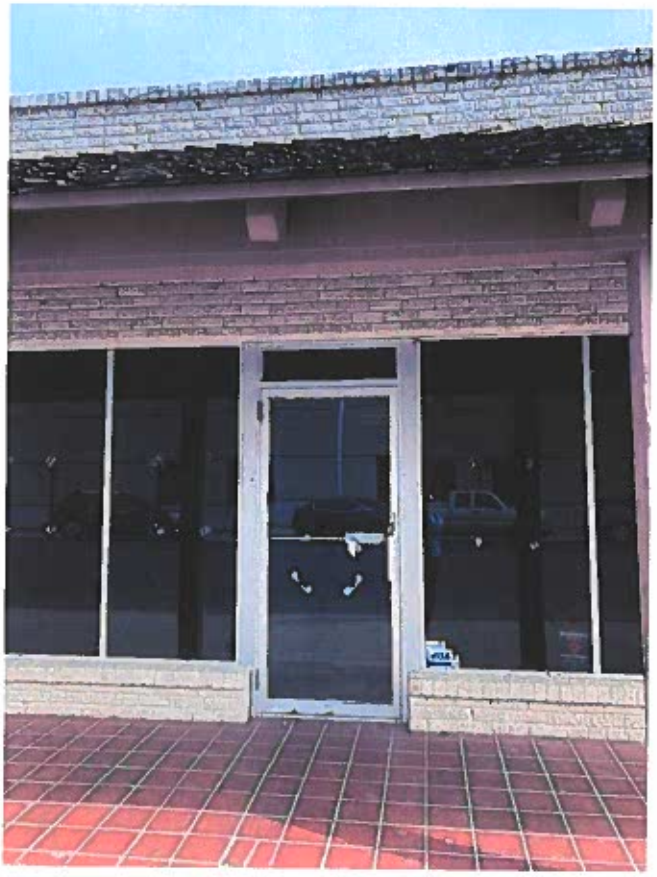
- **Permittable Projects**
  - Improvements require a City of Lubbock permit
  - Improvements may be made to the exterior and/or interior of the property
  - Improvements must total a minimum of $10,000
  - The permittable grant reimburses 10% of approved expenses up to a $100,000 grant
  - Permittable scope of work that may be considered:
    - HVAC
    - Plumbing
    - Electrical
    - Structural
    - Any other work requring a City of Lubbock permit

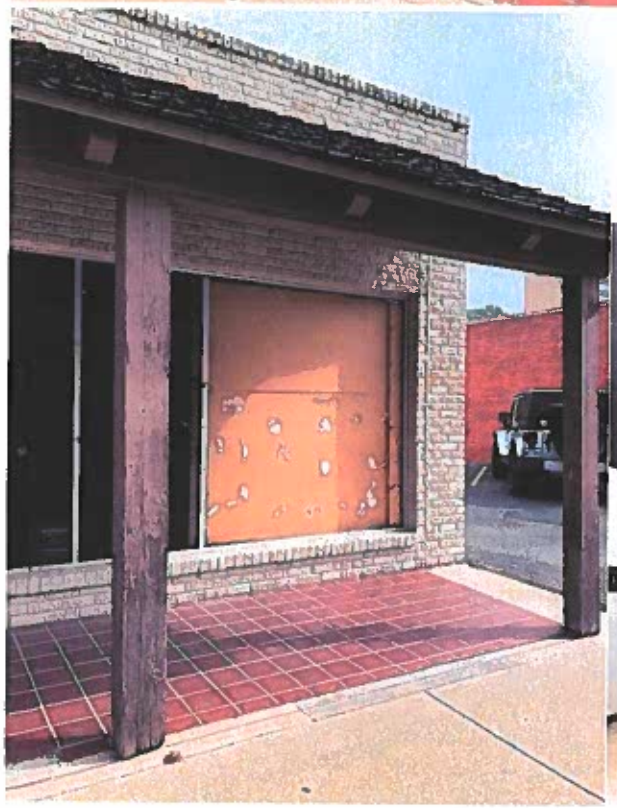
- **Façade Projects**
  - Improvements may or may not require a City of Lubbock permit
  - Improvements must be made to the exterior of the property facing the most prominent street
  - Improvements must total a minimum of $1,000
  - The façade grant reimburses 50% of approved expenses up to a $25,000 grant
  - Façade scope of work that may be considered:
    - Painting
    - New windows and doors
    - Signage
    - Landscaping
    - Parking lots
    - Awnings
    - Any other work that improves the appearnce of the façade

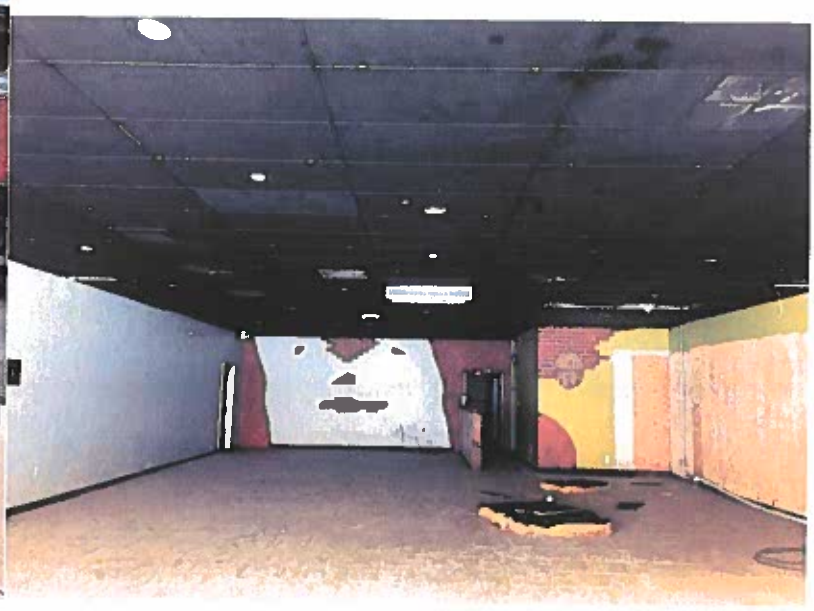
Signature (not required for electronic submittals): _____

Date: _____







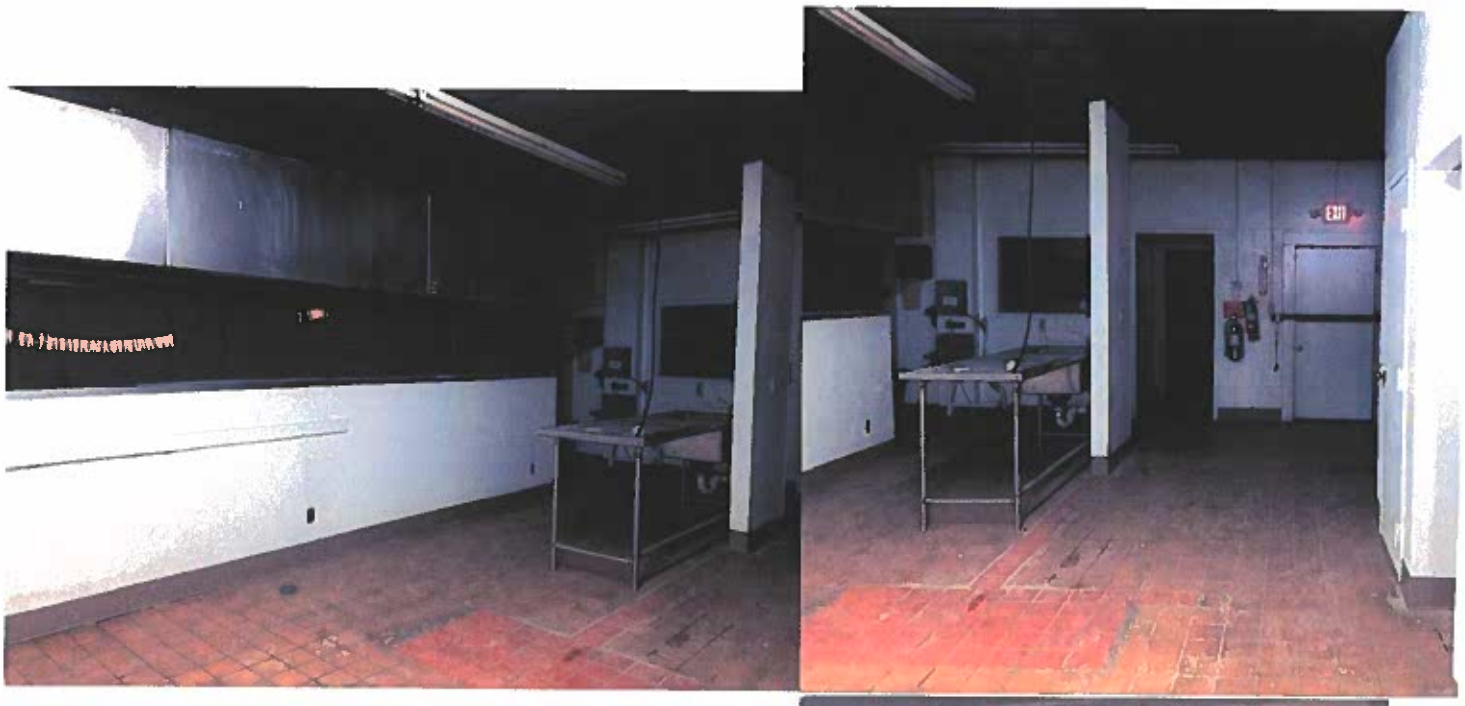











EXIT



1636 13th St. (Dirk's Restaurant) Expenses

Permittable Expenses	Invoice/Bid Amount	Date
1st Class Plumbing (Cut concrete, expose water line, install check valve, backfill concrete, install hot box)	$2,560.00	5/28/20
Asbestos and Environmental Consulting	$700.00	11/4/19
Firetrol Protection Systems (Kitchen Hood Suppression System)	$5,581.15	6/1/20
Lydick Roofing 1 (Materials on Hand)	$7,645.70	8/31/19
Lydick Roofing 2 (Roofing & Sheet Metal)	$25,001.42	10/31/19
Lydick Roofing 3 (Roofing & Sheet Metal Complete)	$2,851.31	11/21/19
Raider Power Wash (Kitchen Exhaust)	$595.38	4/27/20
Randy Allen Architects (Drawings/Permit Set)	$4,825.00	10/20/19
West Carpentry 1 (Bar)	$4,185.67	2/11/20
West Carpentry 2 (Bar plus stainless steel top fabrication)	$8,400.00	2/12/20
West Carpentry 4 (Bar plus stainless steel top fabrication)	$1,156.41	3/16/20
ZM Interiors #20-0001 (Concrete, Demo, Drywall, Plumbing, Electrical)	$37,470.00	1/29/20
ZM Interiors #20-0002 (Doors, electrical, plumbing, flooring, glass, toilets)	$93,628.00	3/4/20
ZM Interiors #20-0003 (Doors, drywall, electrical, plumbing, flooring, paint)	$21,312.00	3/26/20
Earl's Plumbing	$438.41	3/11/19
CareTech Mechanical Svcs (Walk In Cooler)	$21,118.85	6/25/20
Webstaurant Store (Sinks and Countertops)	$2,464.43	5/6/20
West Carpentry 3 (Bar plus stainless steel top)	$1,858.00	3/1/20
Catalfamo Flooring (Tile)	$2,917.88	2/24/20
Build.com (Lighting)	$1,797.12	4/6/20
Grease Trapper Service	$290.00	1/21/20
Wall Mounted Sink	$860.58	2/21/20
Lighting	$99.28	7/21/20
Faucets	$299.37	2/21/20
Permittable Expense Total	**$248,055.96**	

1313 W HWY 114
LEVELLAND, TX 79336
PHONE: (806) 894-1316
(806) 894-8438
FAX: (806) 894-6181

1st Class Plumbing, Heating & Air

WE APPRECIATE YOUR BUSINESS

M 40933 TACLA020643C

Dirks Chicken 318146-3

To: McCutchin Construction May 28, 2020

Re: Change Order #3 Plumbing Dirks Chicken Lubbock, Tx

We propose to furnish all materials and perform all labor necessary to complete the following Mechanical:

To include:

- Cut concrete
- Expose water line
- Install 1" RPZ check valve
- Backfill and patch concrete
- Install Insulated Hot Box

Total: ***$2560.00***

Invoiced Payment Request will be presented in progress draws to be billed according to *general contractor's* standard pay schedule (***not less than monthly***). Final payment will be due within 10 days of the earlier of receipt of Certificate of Occupancy by the Governing Authority or Owner's commencement of daily operations. Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same and will become an extra charge over the sum mentioned herein. All agreements must be in writing with all relevant party's signatures affixed.

Respectfully submitted,
Karl Waddill
1st Class Plumbing, Heating & Air

You are hereby authorized to furnish all material and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms established herein.

_____ Date _____
Signature

ASBESTOS AND ENVIRONMENTAL CONSULTING, LLC
P.O. Box 64086
Lubbock, TX 79464
806-786-6935

BILL TO
Randy Allen

INVOICE 1092

DATE 11/04/2019 **TERMS** Due on receipt

DUE DATE 11/04/2019

DESCRIPTION	QTY	RATE	AMOUNT
Survey:ACM Survey Asbestos Consulting Survey - 1636 13th Street	1	700.00	700.00

TOTAL DUE **$700.00**

FIRETROL
Protection Systems

Date: June 1, 2020

Dirk's

Attn: Rachel West

SUBJECT: Kitchen Hood Suppression System

Firetrol Protection Systems is pleased to submit our lump sum quotation in the amount of **$5581.15 + taxes if applicable** for the installation at the above referenced project.

Our quotation **includes** equipment and installation in accordance with NFPA and our qualifications.

SCOPE OF WORK

1) All installation shall take place during Firetrol's normal working hours.
2) Firetrol's "General Terms & Conditions" are attached and a part of our proposal.
3) This proposal/quotation shall remain in effect for the next (10) days.
4) Demo existing outdated system and replace with new suppression system

Bill of Materials

1) Complete suppression system for kitchen hood system – to include new suppression cylinder(s), cylinder bracket(s), control head, detection, system piping, nozzles
2) Design, permitting, and AHJ acceptance

Exclusions:

a) Cutting, patching, painting walls. Ceiling tile replacement
b) Installation of gas valve or provision of flame barriers between cooking appliances
c) Kitchen hood cleaning or sealing existing penetrations in kitchen hood
d) High voltage electrical work or provision of fire alarm system
e) Flame barriers between open flame cooking appliances and fryers
f) Taxes

Payment schedule –

50% due at completion of design
25% due at equipment delivery to site; Final 25% due at completion of installation

Should this meet with your acceptance, kindly sign & return this document to my attention.

Please feel free to contact me regarding any of your fire protection needs.

Sincerely,

FIRETROL PROTECTION SYSTEMS, INC.

Tim Darling
Inspections Manager

Ph 806-771-3500 Fax 806-771-3501 Cell 806-928-0624 icervantez@firetrol.net
8401 Ave F Lubbock, Texas 79404 www-firetrol.net

Terms & Conditions

ENTIRE CONTRACT
The provisions herein contained constitute all of the terms and conditions of this contract. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an authorized representative of Seller. Any terms or conditions of Purchaser's order inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and Purchaser's order shall be governed by only the terms and conditions appearing herein.

PROPOSALS AND CONTRACT
Seller's proposals, when accepted, and any resulting contract, are not subject to cancellation, suspension or reduction in amount, except with Seller's written consent and upon terms, which reimburse Seller for work performed, reasonable overhead and lost profit.

PAYMENT
Terms of payment have been set at net 10-days. A service charge will be charged and added to the prices on all payments past due and owed by the Purchaser under this contract, at a rate of 25% per annum, or if such rate is prohibited under applicable law, then at such maximum rate as is under applicable law. Purchaser shall pay all attorney's fees incurred in the collection of past due accounts.

DELAYS
Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, Government regulations or priorities, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, differences with workmen, accidents to machinery, car shortages, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure of or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility or impracticability of performance or any other cause beyond the control of Seller, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay, and this contract shall not be void or avoidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing, all unpaid installments of the contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of the invoice by Purchaser.

EXCAVATION
In the event the work herein includes excavation, the Purchaser shall pay as an extra to the contract price the cost for any additional work performed by the seller due to water, quicksand, rock or other unforeseen obstruction encountered or if shoring is required.

SITE FACILITIES
Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is inspected/tested, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

STRUCTURE AND SITE CONDITIONS
While employees of Seller will exercise reasonable care in this respect, Seller shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or conditions or water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the fire alarm and/or fire sprinkler system and its related equipment. The purchaser shall have all things in readiness for inspection/test, including, but not limited to, other materials, floor or suitable working base, connections, and facilities at the time technician is onsite. In the event the purchaser fails to have all things in readiness for inspection/test at the jobsite, the Purchaser shall reimburse Seller for any and all expenses caused by such failure to have such things in readiness. Failure to make areas available to Seller during performance in accord with schedules, which are the basis of Seller's proposal, shall be considered a failure to have all things in readiness for erection in accord with the terms of this contract.

INTERFERENCE'S

Purchaser shall be responsible to coordinate the work of other trades (ducting, piping, electrical, etc.) and Purchaser shall be responsible for additional costs incurred by Seller arising out of interferences to Seller's work caused by such other trades.

LIMITATIONS OF LIABILITY
The Seller makes NO WARRANTIES, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. No promise not contained herein or affirmation of fact made by any employee, agent or representative of the Seller shall constitute a warranty by the seller or give rise to any liability or obligation. Seller's liability to Purchaser for personal injury, death, or property damage arising from the performance under this contract shall be limited to the contract price. Purchaser shall hold Seller harmless from any and all third-party claims for personal injury, death or property damage, arising from Purchaser's failure to maintain these systems or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential or liquidated, penal or any economical damage of any character, including but not limited to loss of use of the Purchaser's property, lost profits or lost production, whether claimed by the Purchaser or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.

SEVERABILITY
Should any part, term, or provision of this contract be found by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected thereby.

ASSIGNMENT
Any assignment of this contract by Purchaser without the written consent of Seller shall be void. Seller may assign this contract to its subsidiaries and affiliates.

CHANGES, ALTERATIONS, ADDITIONS
Changes, alterations, and additions to the plans, specifications, or construction schedule for this contract shall be invalid unless approved in writing by Seller. Changes approved by Seller, which increase or decrease the cost of work to Seller, shall constitute a corresponding increase or decrease in the contract price as herein provided. The value of additional work shall be agreed upon in writing prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

PRICES
In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type of occupancy, or other details of work to be performed hereunder. In the event the layout of Purchaser's facilities has been altered, or is altered by Purchaser prior to completion of this contract, Purchaser shall advise Seller, and prices, delivery, and completion dates quoted herein shall be changed by Seller as may be required.

LEGAL NOTICE

For the purposes of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

CLAIMS
Any claims against Seller arising hereunder shall be deemed waived unless they are presented in writing, with particulars, within ten (10) days after they arise.

TERMS AND CONDITION/TECHNICAL SPECIFICATIONS
The terms and conditions specified herein shall be in addition to those put in Seller's technical specifications and Seller's authorized representative shall resolve any inconsistencies.

ARBITRATION
At the option of the Seller, any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration proceeding shall be held in California.

OVERTIME
Unless otherwise specified by Purchaser, all service work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium cost including all related payroll costs, plus Seller's overhead and profit, payable monthly, one (1) month after overtime expense was incurred.

PROPRIETARY DATA
All specifications, drawings, designs, descriptive matter, and other data furnished by Seller to Purchaser pertaining to the work proposed herein shall be deemed proprietary and shall be kept in confidence by Purchaser and shall not be disclosed to any third party except as may be necessary in the performance of any contract with the Seller. In the event Seller requests the return of any such proprietary material and/or any reproductions thereof, Purchaser shall promptly return the same to Seller.

DEFAULT
In case of any default by Purchaser, Seller shall be entitled to payment for all work performed, all termination costs incurred, and any other costs incurred by Seller, including overhead and profit. All such remedies of Seller are cumulative and not exclusive. Default by Purchaser shall consist of: Failure to pay any installment of price when due, no demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said service, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, liened or seized by process of law and such attachment or lien shall not be vacated or seizure terminated within ten (10) days after its occurrence.

BACK CHARGE
No charges shall be levied by the Purchaser against the Seller unless (48) hrs prior written notice is given to Seller to correct any alleged deficiencies/ clean-up which necessitates such charges and unless deficiencies are the direct fault of Seller.

OSHA

Purchaser will indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

In signing this document I am acknowledging that I understand, am authorized to accept, and accept Firetrol Protection System's Proposal/Contract in its entirety.

ACCEPTED BY: _____

Name & Title: _____

Date: _____

Billing Address: _____

City, State & Zip: _____

Payment for Services is due at the Time of Service
Firetrol accepts Visa, MasterCard, American Express, & Discover

By filling out the information noted below, I am authorizing Firetrol to charge my account for the amount indicated on line "A".

A. Dollar Amount to be charged: $_____

B. Type of Credit Card (circle one): Visa MasterCard AmEx Discover

C. Credit Card Number: _____

D. Expiration Date & CCID: _____ _____

E. Name (as it appears on the card): _____

F. Address (for the billing of this card): _____

G. Company Name (if applicable): _____

H. Customer Signature: _____

I. Customer Name (please print): _____

Lydick-Hooks Roofing Co. of Lubbock, Inc.

INVOICE #33681

P.O. Box 2605, Lubbock, Texas 79408
1924 Clovis Road, Lubbock, Texas 79415
Phone 806-765-5577 Fax 806-765-5581

WEST TABLE
1204 BROADWAY
LUBBOCK, TX 79401

Invoice Date: 8/31/2019
Payment Terms: Due on Receipt
P.O. #:

Job/Location

Dirk's Chicken/1636 13th Street - Lubbock, TX

Service	Total
Est. #1 - Materials On Hand	$7,063.00

Services Total	$7,063.00
Products Total	$0.00
Taxes	$582.70
Invoice Total	**$7,645.70**

----Since 1891----

Thank you for your business

ACCOUNTS OVER 30 DAYS PAST DUE FROM DATE OF INVOICE WILL BE ASSESSED A LATE CHARGE OF 1.5% PER MONTH

Lydick-Hooks Roofing Co. of Lubbock, Inc.

INVOICE #33776

P.O. Box 2605, Lubbock, Texas 79408
1924 Clovis Road, Lubbock, Texas 79415
Phone 806-765-5577 Fax 806-765-5581

WEST TABLE
1204 BROADWAY
LUBBOCK, TX 79401

Invoice Date: 10/31/2019
Payment Terms: Due on Receipt
P.O. #:

Job/Location

Dirk's Chicken/1636 13th Street - Lubbock, TX

Service	Total
Est. #2 - Roofing & Sheet Metal	$23,096.00

Services Total	$23,096.00
Products Total	$0.00
Taxes	$1,905.42
Invoice Total	**$25,001.42**

----Since 1891----

Thank you for your business

ACCOUNTS OVER 30 DAYS PAST DUE FROM DATE OF INVOICE WILL BE ASSESSED A LATE CHARGE OF 1.5% PER MONTH

Lydick-Hooks Roofing Co. of Lubbock, Inc.

INVOICE #33798

P.O. Box 2605, Lubbock, Texas 79408
1924 Clovis Road, Lubbock, Texas 79415
Phone 806-765-5577 Fax 806-765-5581

WEST TABLE
1204 BROADWAY
LUBBOCK, TX 79401

Invoice Date: 11/21/2019
Payment Terms: Due on Receipt
P.O. #:

Job/Location

Dirk's Chicken/1636 13th Street - Lubbock, TX

Service	Total
Est. #3 - Roofing & Sheet Metal - (Complete)	$2,634.00

Services Total	$2,634.00
Products Total	$0.00
Taxes	$217.31
Invoice Total	**$2,851.31**

----Since 1891----

Thank you for your business

ACCOUNTS OVER 30 DAYS PAST DUE FROM DATE OF INVOICE WILL BE ASSESSED A LATE CHARGE OF 1.5% PER MONTH

Raider Power Wash

raiderpowerwash@gmail.com
www.raiderpowerwash.com

INVOICE

BILL TO
Dirk's
1636 13th Street
Lubbock, Texas 79401

INVOICE # 2271
DATE 04/27/2020
DUE DATE 05/27/2020
TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Quarterly Venthood Cleaning Kitchen Exhaust Systems	1	550.00	550.00T

New Address

Raider Power Wash
12007 FM 3431
Slaton, Texas 79364

New Address

SUBTOTAL	550.00
TAX (8.25%)	45.38
TOTAL	595.38
BALANCE DUE	**$595.38**

RANDY ALLEN & ASSOCIATES

ARCHITECTS ❖ ENGINEERS ❖ CONSTRUCTION

OCTOBER 20, 2019

RACHEL WEST
WEST TABLE RESTAURANT
1204 BROADWAY
LUBBOCK, TEXAS

VIA: EMAIL rachel.west@thewesttable.com

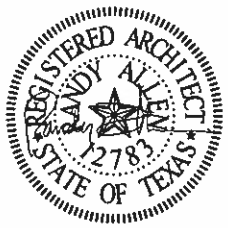
RE: DIRK'S RESTAURANT
1636 13TH STREET
LUBBOCK, TEXAS

INVOICE FOR PROFESSIONAL SERVICES

THE FOLLOWING IS AN ACCOUNTING OF THE FEES ASSOCIATED WITH THE REFERENCED PROJECT.
WE APPRECIATE THIS OPPORTUNITY TO BE OF SERVICE.

DATE	PROJECT	SERVICE	FEE
7-14-2019	DIRK'S RESTAURANT BLDG	AS-BUILT DRAWINGS	$ 450
10-31-2019	DIRK'S RESTAURANT	PERMIT SET	$ 3875
		TAS REGISTRATION FEE	$ 175
		TAS PLAN REVIEW FEE	$ 275
		BUILDING INSPECTION PLAN SUBMITTAL FEE	$ 50
----------OTHER----------			
8-17-2019	SOUTH SLIDE PROPERTY	DIAGRAMMATIC SITE PLAN	$ 150
		TOTAL:	**$ 4975**

THANK YOU
RANDY ALLEN, ARCHITECT



FILE:\WEST\DIRK'S RESTAURANT PERMIT SET 10-20-2019.NVC

THE PRACTICE OF ARCHITECTURE IS REGULATED IN THE STATE OF TEXAS BY THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS. YOU MAY CALL (512) 305-8530 FOR MORE INFORMATION ON TBAE's JURISDICTION, FOR QUESTIONS ABOUT TITLE/PRACTICE LAWS AND TO CHECK THE STATUS OF A LICENSE.

WEST TEXAS CARPENTRY

Progress Invoice

P O Box 93473
Lubbock, TX 79493
Steven Patterson 806-441-2299

Date 2/11/2020

Invoice # 021120

Bill To

Rachel West Bar

Terms

S.O. No.	
P.O. No.	

Description	Org Qty	Rate	Prior Qty	Current Qty	Rate %	Amount
Restaurant Bar						
2x6 Fire Treated Wall with Foot Rest		604.43	0		100.00%	604.43
Wall Sheathing inside, out and footrest		688.17	0		100.00%	688.17
Black FRP for behind Bar Special Order Material		712.42	0		100.00%	712.42
FRP East Wall Add 4 Sheets, Trims, Glue		217.90	0		100.00%	217.90
Subtop for bar MDO 3/4" 2 layers		897.75	0		100.00%	897.75
Material for Lift Gate		175.00	0	0	0.00%	0.00
Labor - Wall, Sheathing, FRP, Tile Setting		3,550.00	0	0.3	30.00%	1,065.00
Labor Add for FRP		192.00	0	0	0.00%	0.00

Total	
Payments/Credits	
Balance Due	$4,185.67

West Texas Carpentry LLC

WestTexasCarpentryLLC@Gmail.com

WEST TEXAS CARPENTRY

P O Box 93473
Lubbock, TX 79493
Steven Patterson 806-441-2299

Progress Invoice

Date 2/11/2020

Invoice # 021120

Bill To

Rachel West Bar

Terms

S.O. No.	
P.O. No.	

Description	Qty Ord	Price	[illegible]	[illegible]	[illegible]	Amount
Price Excludes the cost of Tile, mastic and grout for the wall, (Provided by owner). Stainless Steel top is not included in this estimate, it will be provided separately from the fabricators. Wall assembly is made of fire treated Lumber. Inside is 5/8" Moisture resistant sheetrock covered with Black FRP Glued to the sheetrock. Subtop for the counter is made of 2 layers of 3/4" MDO Plywood (Exterior Rated). Subtop will be supported by flat steel braces on top of wall at 24" on center 3/8" Thick 3 1/2" Wide Painted Black.						

Total	$4,185.67
Payments/Credits	$0.00
Balance Due	$4,185.67

West Texas Carpentry LLC

WestTexasCarpentryLLC@Gmail.com

WEST TEXAS CARPENTRY

P O Box 93473
Lubbock, TX 79493
Steven Patterson 806-441-2299

Progress Invoice

Date 2/12/2020

Invoice # 021121

Rachel West Bar

Terms

S.O. No.	
P.O. No.	

Restaurant Bar						
2x6 Fire Treated Wall with Foot Rest		604.43		0	100.00%	0.00
Wall Sheathing inside, out and footrest		688.17		0	100.00%	0.00
Black FRP for behind Bar Special Order Material		712.42		0	100.00%	0.00
FRP East Wall Add 4 Sheets, Trims, Glue		217.90		0	100.00%	0.00
Subtop for bar MDO 3/4" 2 layers		897.75		0	100.00%	0.00
Material for Lift Gate		175.00	0	0	0.00%	0.00
Labor - Wall, Sheathing, FRP, Tile Setting		3,550.00	0.3	0	30.00%	0.00
Labor Add for FRP		192.00	0	0	0.00%	0.00
Cost of Stainless Steel Top Fabrication		8,400.00	0		100.00%	8,400.00

	Total
	Payments/Credits
	Balance Due

West Texas Carpentry LLC

WestTexasCarpentryLLC@Gmail.com

WEST TEXAS CARPENTRY

Progress Invoice

P O Box 93473
Lubbock, TX 79493
Steven Patterson 806-441-2299

Date 2/12/2020

Invoice # 021121

Bill To

Rachel West Bar

Terms

S.O. No.	
P.O. No.	

Price Excludes the cost of Tile, mastic and grout for the wall, (Provided by owner). Stainless Steel top is not included in this estimate, it will be provided separately from the fabricators. Wall assembly is made of fire treated Lumber. Inside is 5/8" Moisture resistant sheetrock covered with Black FRP Glued to the sheetrock. Subtop for the counter is made of 2 layers of 3/4" MDO Plywood (Exterior Rated). Subtop will be supported by flat steel braces on top of wall at 24" on center 3/8" Thick 3 1/2" Wide Painted Black.						

Total	$8,400.00
Payments/Credits	$0.00
Balance Due	$8,400.00

West Texas Carpentry LLC

WestTexasCarpentryLLC@Gmail.com

WEST TEXAS CARPENTRY

Progress Invoice

P O Box 93473
Lubbock, TX 79493
Steven Patterson 806-441-2299

Date 3/16/2020

Invoice # 031620

Bill To

Rachel West Bar

Terms

S.O. No.	
P.O. No.	

Description	Org Qty	Rate	Prior Qty	Current Qty	Total %	Amount
Restaurant Bar						
2x6 Fire Treated Wall with Foot Rest		604.43		0	100.00%	0.00
Wall Sheathing inside, out and footrest		688.17		0	100.00%	0.00
Black FRP for behind Bar Special Order Material		712.42		0	100.00%	0.00
FRP East Wall Add 4 Sheets, Trims, Glue		217.90		0	100.00%	0.00
Subtop for bar MDO 3/4" 2 layers		897.75		0	100.00%	0.00
Material for Lift Gate		175.00		0	100.00%	0.00
Labor - Wall, Sheathing, FRP, Tile Setting		3,550.00	0.72	0.28	100.00%	994.00
Labor Add for FRP		192.00		0	100.00%	0.00
Cost of Stainless Steel Top Fabrication		8,400.00		0	100.00%	0.00
Schluter Trim		90.86	0	0	0.00%	0.00
Add For FRP Install on North Wall		90.00	0		100.00%	90.00
Add for FRP Addhesive for North Wall		72.41	0		100.00%	72.41

	Total
	Payments/Credits
	Balance Due

West Texas Carpentry LLC

WestTexasCarpentryLLC@Gmail.com

WEST TEXAS CARPENTRY

Progress Invoice

P O Box 93473
Lubbock, TX 79493
Steven Patterson 806-441-2299

Date 3/16/2020

Invoice # 031620

Bill To

Rachel West Bar

Terms

S.O. No.	
P.O. No.	

Description	Org Qty	Rate	Prior Qty	Current Qty	Total %	Amount
Price Excludes the cost of Tile, mastic and grout for the wall, (Provided by owner). Stainless Steel top is not included in this estimate, it will be provided separately from the fabricators. Wall assembly is made of fire treated Lumber. Inside is 5/8" Moisture resistant sheetrock covered with Black FRP Glued to the sheetrock. Subtop for the counter is made of 2 layers of 3/4" MDO Plywood (Exterior Rated). Subtop will be supported by flat steel braces on top of wall at 24" on center 3/8" Thick 3 1/2" Wide Painted Black.						

Total	$1,156.41
Payments/Credits	$0.00
Balance Due	$1,156.41

West Texas Carpentry LLC

WestTexasCarpentryLLC@Gmail.com

ZM INTERIORS

8708 CR 6835
Lubbock, Texas 79407

Phone 806-407-3043
Fax 806-407-3099

INVOICE

TOTAL DUE **$37,470.00**

Invoice No. 20-0001
Invoice Date 01/29/2020
Job Owner Cameron West
1636 13th Street
Lubbock, TX 79401

Project: Dirk's Chicken

Notes/Comments

REF NO.	QTY	DESCRIPTION	PRICE EACH	TOTAL
		Reimbursable Expenses:		
		Concrete		$ 3,000.00
		Demolition		$ 12,000.00
		Drywall		$ 3,000.00
		Plumbing		$ 13,470.00
		Electrical		$ 6,000.00
		Total		$ 37,470.00

Please make checks payable to ZM Interiors

Please make checks payable to:

ZM Interiors, LLC
8708 CR 6835
Lubbock, TX 79407

SUBTOTAL	$37,470.00
Sales tax %	
SHIPPING & HANDLING	
PAYMENTS	
PLEASE PAY THIS AMOUNT	$37,470.00

TERMS: Due upon receipt

ZM INTERIORS

8708 CR 6835
Lubbock, Texas 79407

Phone 806-407-3043
Fax 806-407-3099

INVOICE

TOTAL DUE **$96,628.00**

Invoice No. 20-0002
Invoice Date 03/04/2020
Job Owner Cameron West
1636 13th Street
Lubbock, TX 79401

Project: Dirk's Chicken

Notes/Comments

REF NO.	QTY	DESCRIPTION	PRICE EACH	TOTAL
		Reimbursable Expenses:		
		Doors & Hardware		$ 10,000.00
		Drywall		$ 10,000.00
		($3,000.00 extra for FRP Ceilings)		
		Electrical		$ 12,378.00
		($9,878.00 extra work)		
		Plumbing/Mechanical		$ 27,000.00
		(includes extra work)		
		Flooring		$ 7,500.00
		($1,800.00 extra on floor patching)		
		Glass		$ 3,000.00
		Paint		$ 14,750.00
		Toilet Partitions		$ 6,000.00
		Toilets/Trash		$ 3,500.00
		Insurance		$ 2,500.00
		Total		$ 93,628.00
		$96,628 - $3,000		

Please make checks payable to ZM Interiors

Please make checks payable to:

ZM Interiors, LLC
8708 CR 6835
Lubbock, TX 79407

SUBTOTAL	**$96,628.00**
Sales tax %	
SHIPPING & HANDLING	
PAYMENTS	
PLEASE PAY THIS AMOUNT	**$96,628.00**

TERMS: Due upon receipt

INVOICE

TOTAL DUE **$117,940.00**

Invoice No. 20-0003
Invoice Date 03/26/2020
Job Owner Cameron West
1636 13th Street
Lubbock, TX 79401

Project: Dirk's Chicken

Notes/ Comments

REF NO.	QTY	DESCRIPTION	PRICE EACH	TOTAL
		Reimbursable Expenses:		
		Electrical		$ 2,700.00
		Plumbing		$ 3,245.00
		Overhead and Profit		$ 15,367.00
		Total		**$ 21,312.00**
		Invoice #20-0002		$ 96,628.00
		Total Amount Due		**$ 117,940.00**
		Please make checks payable to ZM Interiors		

Please make checks payable to:

ZM Interiors, LLC
8708 CR 6835
Lubbock, TX 79407

SUBTOTAL	$117,940.00
Sales tax %	
SHIPPING & HANDLING	
PAYMENTS	
PLEASE PAY THIS AMOUNT	$117,940.00

TERMS: Due upon receipt

Earl's
Plumbing • Heating and Cooling
Remodels • Appliance Repair
Electrical • Home Warranty Plans

Earl's Plumbing, Heating & Air Inc.
4720 Highway 84
Lubbock, TX 79415
(806) 795-3275
www.795earl.com

Invoice 28519615
Invoice Date 3/11/2019
Completed Date 3/11/2019
Customer PO

Billing Address
The West Table
1204 Broadway #Ste 103
Lubbock, TX 79401

Job Address
1636 13th Street
1204 Broadway Street #103
Lubbock, TX 79401 USA

Description of Work

Ran camera to check integrity of sewer line and grease line. The sewer line had grease in the line and was holding water at multiple places. Also ran a gas pressure test to make sure of no gas leaks.

Task #	Description	Quantity	Your Price	Your Total
sl001	Camera inspection	1.00	$180.00	$180.00
M1001	Gas Pressure Test	1.00	$225.00	$225.00

Sub-Total	$405.00
Tax	$33.41
Total Due	$438.41
Balance Due	$438.41

Payment is due upon receipt. We accept Visa, MasterCard, American Express, and Discover. Please go to our website at 795earl.com/payments to pay by debit or credit card. If paying by check, please include the invoice # in the memo area of the check. You may keep this invoice for your records. Any accounts not paid in full in 30 days will be subject to a late payment charge of 1.5% on the unpaid, past due balance, assessed monthly.

License #'s TACL B0026940, TECL 30804, Plumbing License M-37127, Electrical License M-13157 Regulated by the Texas Department of Licensing and Regulation, PO Box 12157 Austin, TX 78711. 1-800-803-9202. Texas State Board of Plumbing Examiners, PO Box 4200, Austin, TX 78765. 1-800-845-6584. Master Plumber David Earl Haralson

I agree to the repairs for the amount of $438.41. I agree to the Earl's Plumbing, Heating & Air, Inc.



3/11/2019
The work was completed to my satisfaction.



3/11/2019

Earl's
Plumbing • Heating and Cooling
Electrical • Appliance Repair
Home Warranty Plans

TERMS AND CONDITIONS

Earl's Plumbing, Heating & Air Inc. is NOT responsible for the following:

1. Damage caused by exposing or creating access to make necessary repairs. Examples, but not limited to: sheet rock, cabinets, trim, grass, shrubs, trees, framing, driveways, sidewalks, patios, slabs, floors, carpet, asphalt, fixtures, glass, brick, and other such items.
2. Damage caused by drain cleaning equipment in which cables become stuck due to pre-existing conditions.
3. Any additional unforeseen repairs that become evident after commencement of the job.

LIMITED WARRANTY

Earl's Plumbing, Heating & Air Inc. provides a One (1) Year parts and labor warranty except as follows:

1. Drain cleaning and drain jetting services – limited to 90 days unless known obstructions are found, then there is no warranty.
2. Refrigerant leaks – When dealing with a refrigerant loss on a system, this indicates a refrigerant leak on the system. Refrigerant leak detection is recommended every time there is a refrigerant loss. If we do not perform leak detection, we will charge the system to the correct level of refrigerant and offer no warranty. If we perform leak detection and make a repair, our warranty is only for the leak we repaired. Anytime there is one leak on a system it is possible to have more than one. Our warranty is for the leak we repaired only. However if we make a leak repair and there is a refrigerant loss within 30 days, we will perform another leak detection at no charge, however the customer will be responsible to pay for any new repairs and refrigerant replacement.
3. All warranties do not cover neglect, abuse, or acts of God.

PAYMENT

1. Payment is due upon completion of work.
2. We accept cash, checks, and credit cards. We also have financing available.
3. We use checXchange (800-208-2964, www.checxchange.com). Should your check be returned for insufficient funds, you expressly authorize your account to be electronically debited or bank drafted for the amount of the check plus any applicable fees. The use of a check is your acknowledgement and acceptance of this policy and its terms and conditions. Please include the following on your check: Full name, street address, and phone number.
4. Earl's Plumbing, Heating & Air Inc. retains all titles to any equipment or material furnished until full and final payment is complete, and if a settlement is not made as agreed, Earl's Plumbing, Heating & Air Inc. reserves the right to remove equipment or material furnished and will be held harmless for any damages resulting from the removal thereof.
5. A monthly service fee of 1.5% will be added to all unpaid invoices after 10 days.

Regulated by the Texas Department of Licensing and Regulations
PO Box 12167 Austin, TX 78711
(800)803-9202 (512)463-6599
Texas State Board of Plumbing Examiners
PO Box 4200 Austin, TX 78765
(800)845-6584

Responsible Master Plumber
David Earl Haralson
Master #37127
TACL B 26940

Master Electrician
Billy Williams
TECL E 30804

Commercial Refrigeration - HVAC/Air Conditioning - Restaurant Equipment - PM

Invoice:**20202463**
Invoice Date:**2020/06/25**
Due Date:**2020/06/25**
PO Number:

CARETECH
Mechanical Services

CARE TECH Mechanical Services 3208 45th Street
Lubbock, TX 79413
806-783-9040 caretechmechanical@gmail.com TACLA00059762C

Customer

ATTN Acct Payables
The West Table: Dirk's
1204 Broadway Street
Lubbock, TX 79401

Service Location

Dirk's
1636 13th St
Lubbock, TX 79401-3831
Cameron West, owner

Item(s)

Qty	Unit	Name	Description	Rate	Amount	Tax
1	each	Project Estimate Work	Project Estimate Work - Provided and Installed New Combo Walk In Cooler Freezer Box	$19,027.00	$19,027.00	TAX
1	each	Dual Pressure Control Johnson	Dual Pressure Control Johnson	$332.61	$332.61	TAX
1	each	Capacitor Start 175-225	Capacitor Start 175-225	$35.22	$35.22	TAX
1	each	Capacitor Run 30MFD	Capacitor Run 30MFD	$22.00	$22.00	TAX
1	Hour	Labor Technician Regular Time	Labor Technician Regular Time	$92.50	$92.50	TAX

Subtotal	$19,509.33
Sales Tax	$1,609.52
Total	$21,118.85
Balance Due	$0.00

Notes

Provide and Install New Combination Walk In Cooler/Freezer Box. - Paid CK# 1007
Ordered walk in boxes to match up to the existing space, and refrigeration equipment.
Delivered and assembled new walk in boxes in the space of previous walk ins. Picked up customers existing refrigeration equipment from storage, and installed the existing refrigeration equipment on the new walk in boxes.
Installation price includes the new walk in boxes, labor, freight, installation of refrigeration equipment, copper piping, fittings, refrigerant, permit, new LED light fixtures, and misc materials to complete installation and start up.
During start up of the existing equipment found the capacitors for the freezer condenser were both out of range, so replaced both capacitors. Also during start up procedures on the cooler condenser, found the dual pressure control was stuck closed. Replaced the dual pressure control on cooler and ensured new switch was working properly. Invoiced repairs made to the equipment at time and material.
After start up, allowed units to run for a couple of days, and then did final checks and adjustments. Charge level and refrigerant flow looks good on both boxes, and both rooms were holding temp.


Austin


Steven


Josh

Terms

Net 15

"Regulated by Texas Department of Licensing and Regulation"P.O. Box 12157 Austin, TX 78711 * 1-800-803-9202 * www.tdlr.texas.gov

WebstaurantStore

Sales Invoice

Order Number	User ID	Date Ordered
51800017	4707465	5/6/20 at 12:28 PM

Bill To	Ship To	Shipping Method
Cameron West west family hospitality group 1204 Broadway Suite 102-103 Lubbock, TX 79401	**Cameron West** Dirk's 1636 13th Street Lubbock, TX 79401-3831	Common Carrier

Your Contact	Customer PO	Customer Phone
help@webstaurantstore.com		806-239-8815

Item Number	Description	Unit Price	QTY	Total
109DP1818	Advance Tabco DP-1818 Stainless Steel Countertop Drain Pan - 18" x 18"	$314.99	1	$314.99
600B41014213	Regency 4 Bowl Underbar Sink with Two Faucets and Two Drainboards - 72" x 18 3/4"	$472.02	1	$472.02
600ES3036G	Regency 30" x 36" 16-Gauge Stainless Steel Equipment Stand with Galvanized Undershelf	$144.21	1	$144.21
600HS17	Regency 17" x 15" Wall Mounted Hand Sink with Gooseneck Faucet	$63.32	3	$189.96
600IB1836	Regency 18" x 36" Underbar Ice Bin - 119 lb.	$361.70	1	$361.70
600S31824X	Regency 16 Gauge Stainless Steel Three Compartment Commercial Sink - 24" x 18" x 14" Bowls	$519.00	1	$519.00
600T3072G	Regency 30" x 72" 18-Gauge 304 Stainless Steel Commercial Work Table with Galvanized Legs and Undershelf	$145.87	1	$145.87

SubTotal:	$2,147.75
Tax:	$182.55
Shipping:	$134.13
Total (USD):	$2,464.43

Payment Method: Mastercard - XXXX2772

Thank you for your business!

WebstaurantStore
42 Industrial Circle Attn: Returns Department, Door #21
Lancaster, PA 17601
717-392-7472

Progress Invoice

P O Box 93473
Lubbock, TX 79493
Steven Patterson 806-441-2299

Date 3/1/2020

Invoice # 030120

Bill To

Rachel West Bar

Terms

S.O. No.	
P.O. No.	

Description	Org Qty	Rate	Prior Qty	Current Qty	Total %	Amount
Restaurant Bar						
2x6 Fire Treated Wall with Foot Rest		604.43		0	100.00%	0.00
Wall Sheathing inside, out and footrest		688.17		0	100.00%	0.00
Black FRP for behind Bar Special Order Material		712.42		0	100.00%	0.00
FRP East Wall Add 4 Sheets, Trims, Glue		217.90		0	100.00%	0.00
Subtop for bar MDO 3/4" 2 layers		897.75		0	100.00%	0.00
Material for Lift Gate		175.00	0		100.00%	175.00
Labor - Wall, Sheathing, FRP, Tile Setting		3,550.00	0.3	0.42	72.00%	1,491.00
Labor Add for FRP		192.00	0		100.00%	192.00
Cost of Stainless Steel Top Fabrication		8,400.00		0	100.00%	0.00

Total	
Payments/Credits	
Balance Due	

West Texas Carpentry LLC

WestTexasCarpentryLLC@Gmail.com

WEST TEXAS CARPENTRY

Progress Invoice

P O Box 93473
Lubbock, TX 79493
Steven Patterson 806-441-2299

Date 3/1/2020

Invoice # 030120

Bill To

Rachel West Bar

Terms

S.O. No.	
P.O. No.	

Description	Org Qty	Rate	Prior Qty	Current Qty	Total %	Amount
Price Excludes the cost of Tile, mastic and grout for the wall, (Provided by owner). Stainless Steel top is not included in this estimate, it will be provided separately from the fabricators. Wall assembly is made of fire treated Lumber. Inside is 5/8" Moisture resistant sheetrock covered with Black FRP Glued to the sheetrock. Subtop for the counter is made of 2 layers of 3/4" MDO Plywood (Exterior Rated). Subtop will be supported by flat steel braces on top of wall at 24" on center 3/8" Thick 3 1/2" Wide Painted Black.						

Total	$1,858.00
Payments/Credits	$0.00
Balance Due	$1,858.00

West Texas Carpentry LLC

WestTexasCarpentryLLC@Gmail.com

Flooring Order Confirmation for 6226832

Dear Rachel West,

Thank you for your recent order! Listed below is a copy of your invoice detail. It is important that you review it for accuracy and get back to us immediately if there is a problem. If you paid by credit card, we will charge your account for the amount shown and process your order immediately. If you are paying by check, your order will be processed once the funds clear.

Invoice 6226832 Details:
SOHO Studio Corp Kite (Black) TLEQKITEBLACK
$62.19 Box ($5.78 S/FT) QTY 18
SOHO Studio Corp Kite (White) TLEQKITEWHITE
$62.19 Box ($5.78 S/FT) QTY 18
SUBTOTAL: $2238.84
Freight $679.04
==========
TOTAL: $2,917.88

To follow up on the status of your order, or if you need to contact us for any reason, please go to:
https://u8593040.ct.sendgrid.net/ls/click?

Rachel West
1204 Broadway St
Lubbock, TX 79401
8062520314

Item(s)



Eurofase Lighting 20439
Color/Finish: Black
16 @ $104.00 each
Leaves the Warehouse in 2 to 4 business days

Order Summary

Subtotal:	$1,664.00
Shipping:	FREE
Tax:	$133.12
Grand Total:	**$1,797.12**

INVOICE

Grease Trapper Service

No 67809

P.O. Box 93111
Lubbock, Texas 79493
Phone (806) 748-8191

Date 1-13-2020

Account No.

Customer DIRK IS

Address 1636 13th ST.

City, State, Zip Lubbock, TX

Serviced by	Paid Cash	Paid Check	Charge	
SB		XX		

Description	Price	Amount	
Pump Grease Trap		290.	00
For City Inspection			
CK# 1002			
	TOTAL	290.	00

Received By

TERMS: Net 30 Days From Date of Invoice,
1.5% Late Charge for Unpaid Balance

amazon.com

Final Details for Order #112-3365408-3006665

Print this page for your records.

Order Placed: February 21, 2020
Amazon.com order number: 112-3365408-3006665
Order Total: $860.58

Shipped on February 24, 2020

Items Ordered	Price
3 of: *AP Wall Mounted Small Service Sink Glazed Steel Utility Sink, with Overflow, Dark Navy Blue Trim* Sold by: Pro Home Build (seller profile) Condition: New	$265.00

Shipping Address:
The West Table
1204 Broadway Suite #103
Lubbock, Texas 79401
United States

Shipping Speed:
Standard Shipping

Payment information

Payment Method:
Debit Card | Last digits: 2772

Billing address
The West Table
1204 Broadway Suite #103
Lubbock, Texas 79401
United States

Item(s) Subtotal:	$795.00
Shipping & Handling:	$0.00
Total before tax:	$795.00
Estimated tax to be collected:	$65.58
Grand Total:	**$860.58**

Credit Card transactions

MasterCard ending in 2772: February 24, 2020: $860.58

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice © 1996-2020, Amazon.com, Inc. or its affiliates

LOWE'S

LOWE'S HOME CENTERS, LLC
5022 WEST LOOP 289
LUBBOCK, TX 79414 (806) 791-3000

SALE

SALES#: ESTLANE4 13 TRANS#: 68361946 07-21-20

75206 116-FT OZ DURAMAX FL BS4	38.98
173385 ENERGIZER UL1 AA LITHIUM	7.49
1658879 GE LED 60W S119 RFR CL 2C	15.98
821407 ENERGIZER BOLD FLLT SMVL	15.28
1608341 GE LED 100W A19 RFR CL 2C	13.98

SUBTOTAL:	91.71
TAX:	7.57
INVOICE 67231 TOTAL:	99.28
DEBIT:	99.28

DEBIT: XXXXXXXXXXXX2772 AMOUNT: 99.28 AUTHCD:
CHIP READ:02/16/068909 07/21/20 15:05:26
•PIN Verified
TRACE: 00881348

PURCHASE	CASH BACK	TOTAL DEBIT
99.28	0.00	99.28

APL: Debit TVR: 8000048000
AID: A0000000042203 TSI: 6800

STORE: 271 TERMINAL: 67 07/21/20 15:05:46

OF ITEMS PURCHASED: 5

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

THANK YOU FOR SHOPPING LOWE'S.

FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: JEFF WALKER

LOWE'S PRICE MATCH GUARANTEE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

SHARE YOUR FEEDBACK!
ENTER FOR A CHANCE TO BE
ONE OF FIVE $500 WINNERS DRAWN MONTHLY!
¡ENTRE EN EL SORTEO MENSUAL
PARA SER UNO DE LOS CINCO GANADORES DE $500!

ENTER BY COMPLETING A SHORT SURVEY
WITHIN ONE WEEK AT: www.loves.com/survey
YOUR ID #672319 027102 037418

NO PURCHASE NECESSARY TO ENTER OR WIN.
VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER.
OFFICIAL RULES & WINNERS AT: www.loves.com/survey

STORE: 271 TERMINAL: 67 07/21/20 15:05:46

amazon.com

Final Details for Order #112-1914286-0881008

Print this page for your records.

Order Placed: February 21, 2020
Amazon.com order number: 112-1914286-0881008
Order Total: $299.37

Shipped on February 22, 2020

Items Ordered	Price
3 of: *Kingston Brass KS213C Victorian Wall Mount Kitchen Faucet, 7", Polished Chrome* Sold by: Amazon.com Services LLC Condition: New	$61.99

Shipping Address:
The West Table
1204 Broadway Suite #103
Lubbock, Texas 79401
United States

Shipping Speed:
One-Day Shipping

Shipped on February 22, 2020

Items Ordered	Price
3 of: *T&S Brass B-0230-K Installation Kit for B-0230 Style Faucets. Two short elbows, nipples, lock nuts and washers that provide 1/2" NPT male inlet and outlet when assembled* Sold by: Arthur Stewart (seller profile) Condition: New	$30.20

Shipping Address:
The West Table
1204 Broadway Suite #103
Lubbock, Texas 79401
United States

Shipping Speed:
One-Day Shipping

Payment information

Payment Method:
Debit Card | Last digits: 2772

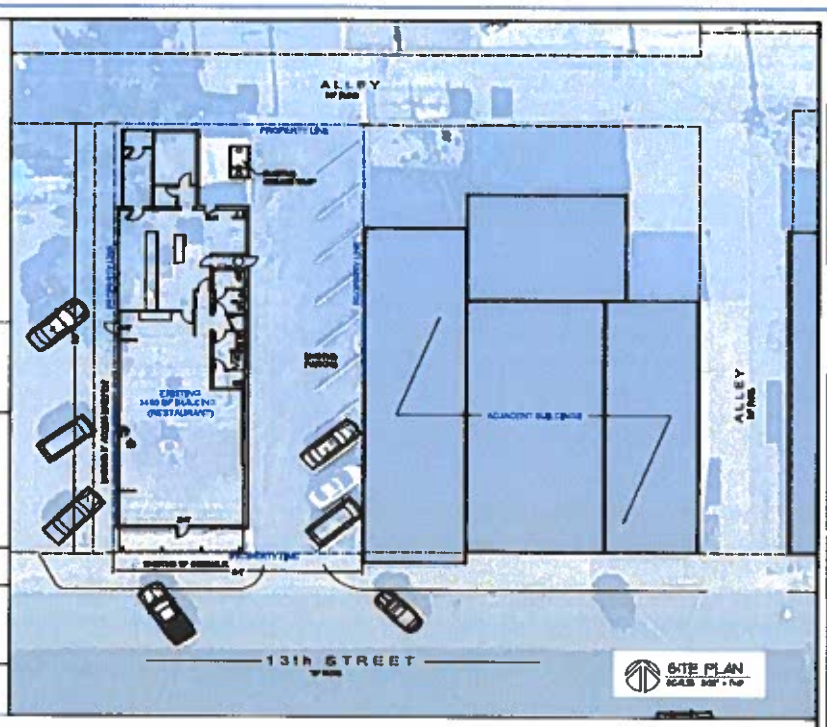
Billing address
The West Table
1204 Broadway Suite #103
Lubbock, Texas 79401
United States

Item(s) Subtotal:	$276.57
Shipping & Handling:	$0.00
Total before tax:	$276.57
Estimated tax to be collected:	$22.80
Grand Total:	**$299.37**

To view the status of your order, return to Order Summary.

Conditions of Use | Privacy Notice © 1996-2020, Amazon.com, Inc. or its affiliates





PROJECT SUMMARY

PROJECT INFO

LIST OF DRAWINGS

1	AS-1	SITE PLAN
2	D-1	DEMO PLAN
3	A-1	FLOOR PLAN
4	A-2	INTERIOR ELEVATIONS
5	M-1	MECHANICAL PLAN
6	P-1	PLUMBING PLAN
7	E-1	ELECTRICAL SYSTEMS PLAN
8	F-2	ELECTRICAL POWER PLAN

DATE/ISSUE

ALLEN ASSOCIATES

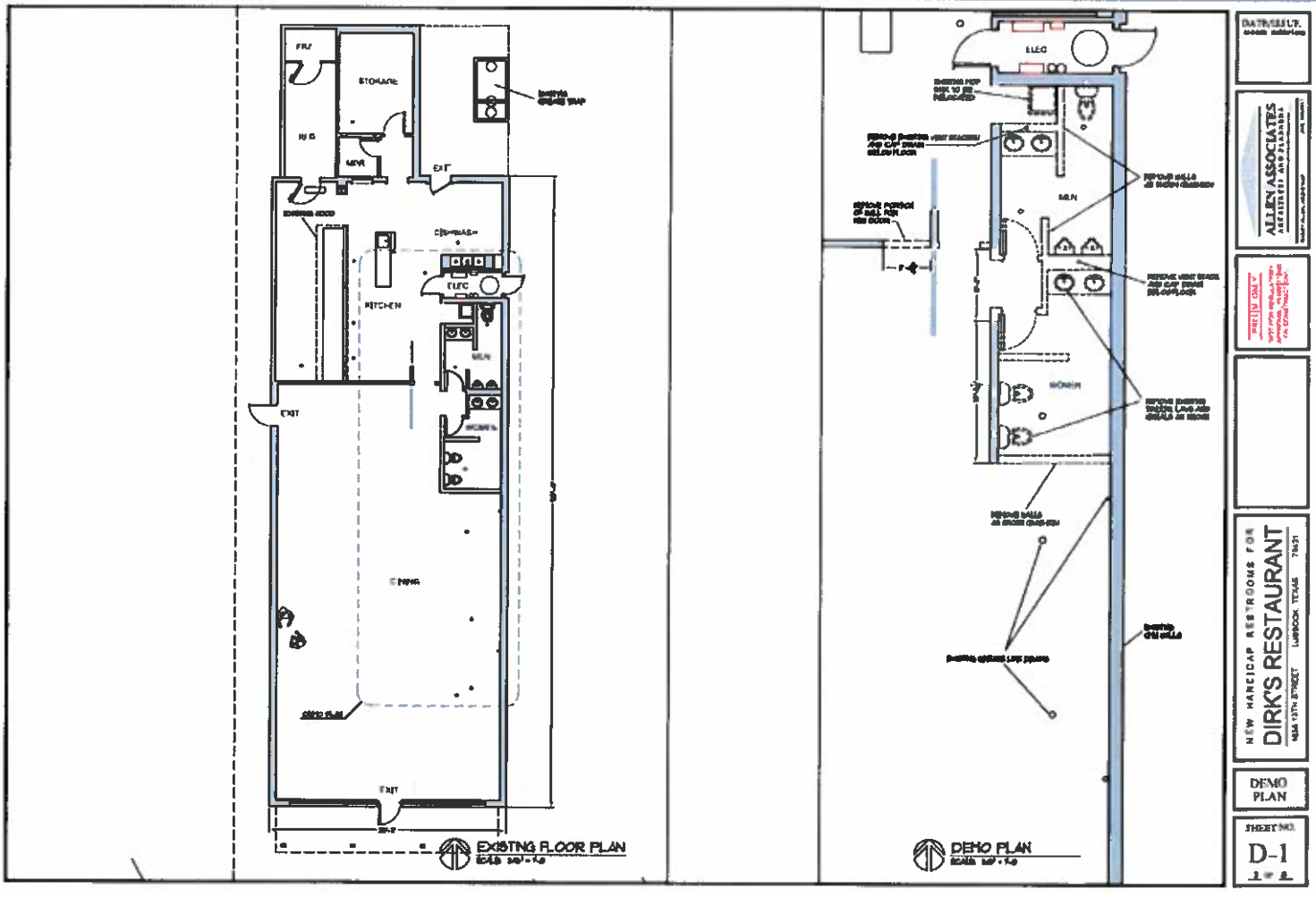
NEW HANDICAP RESTROOMS FOR

DIRK'S RESTAURANT

SITE PLAN

SHEET NO

AS-1



DATE/ISSUE

ALLEN ASSOCIATES

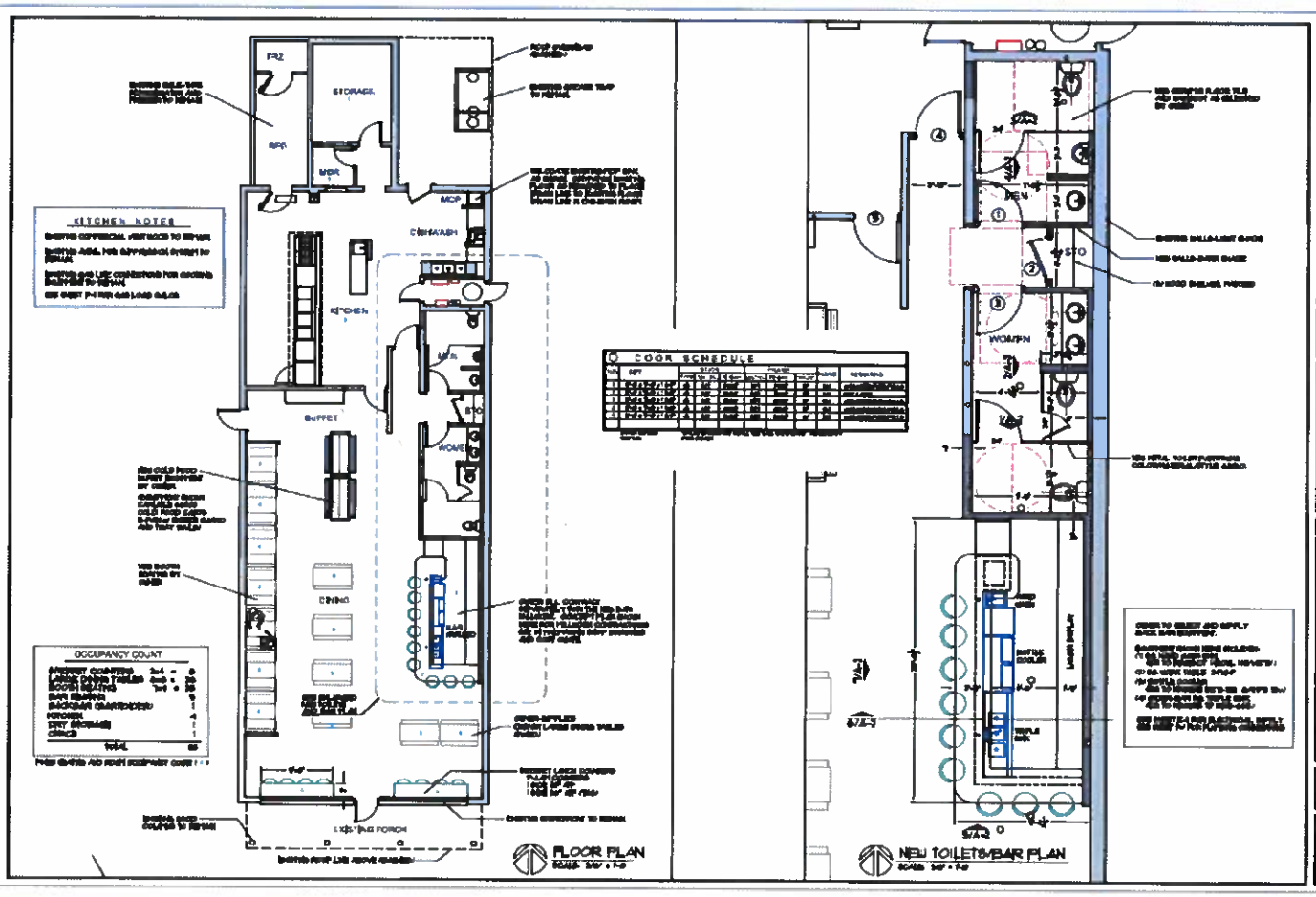
NEW HANDICAP RESTROOMS FOR

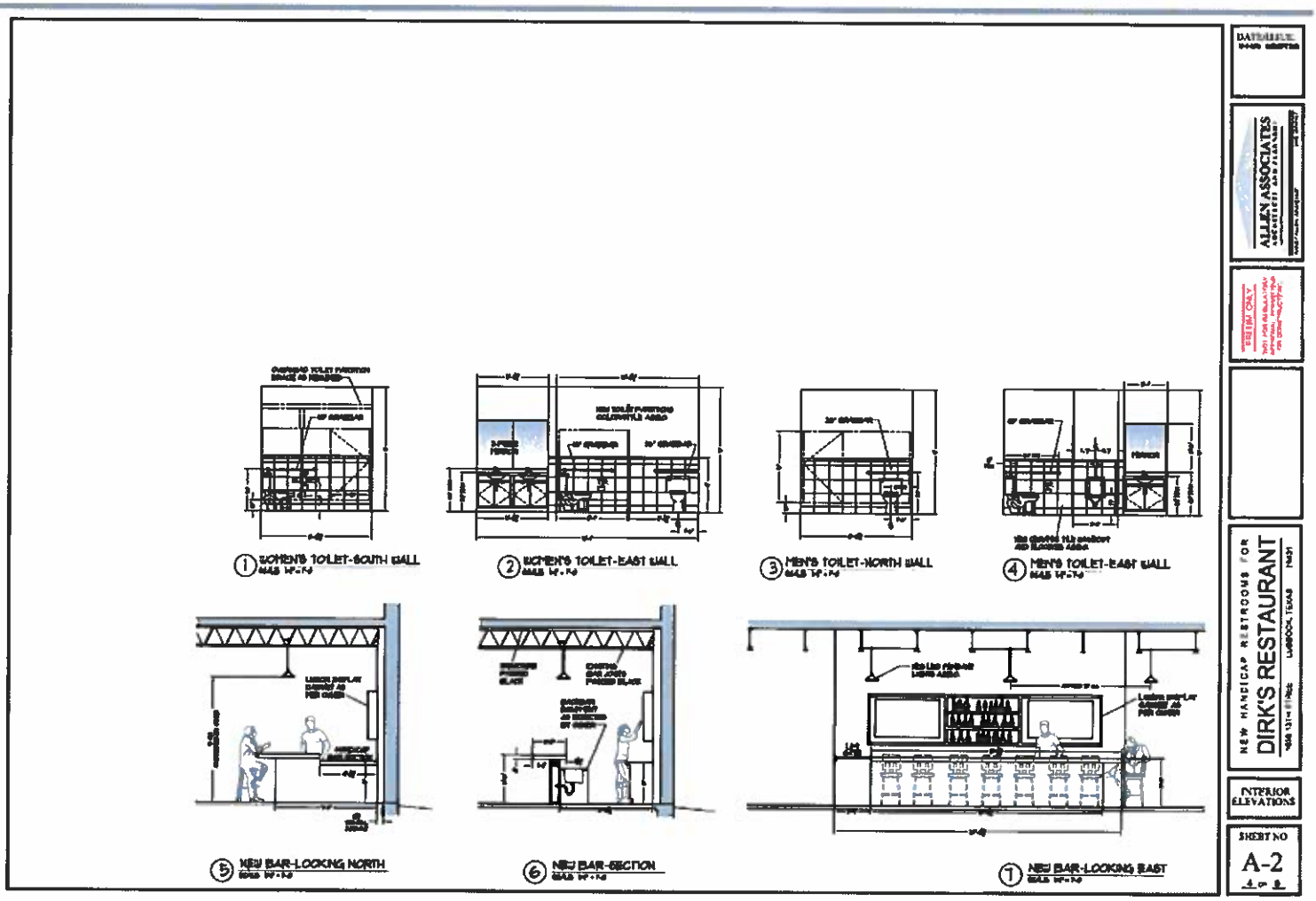
DIRK'S RESTAURANT

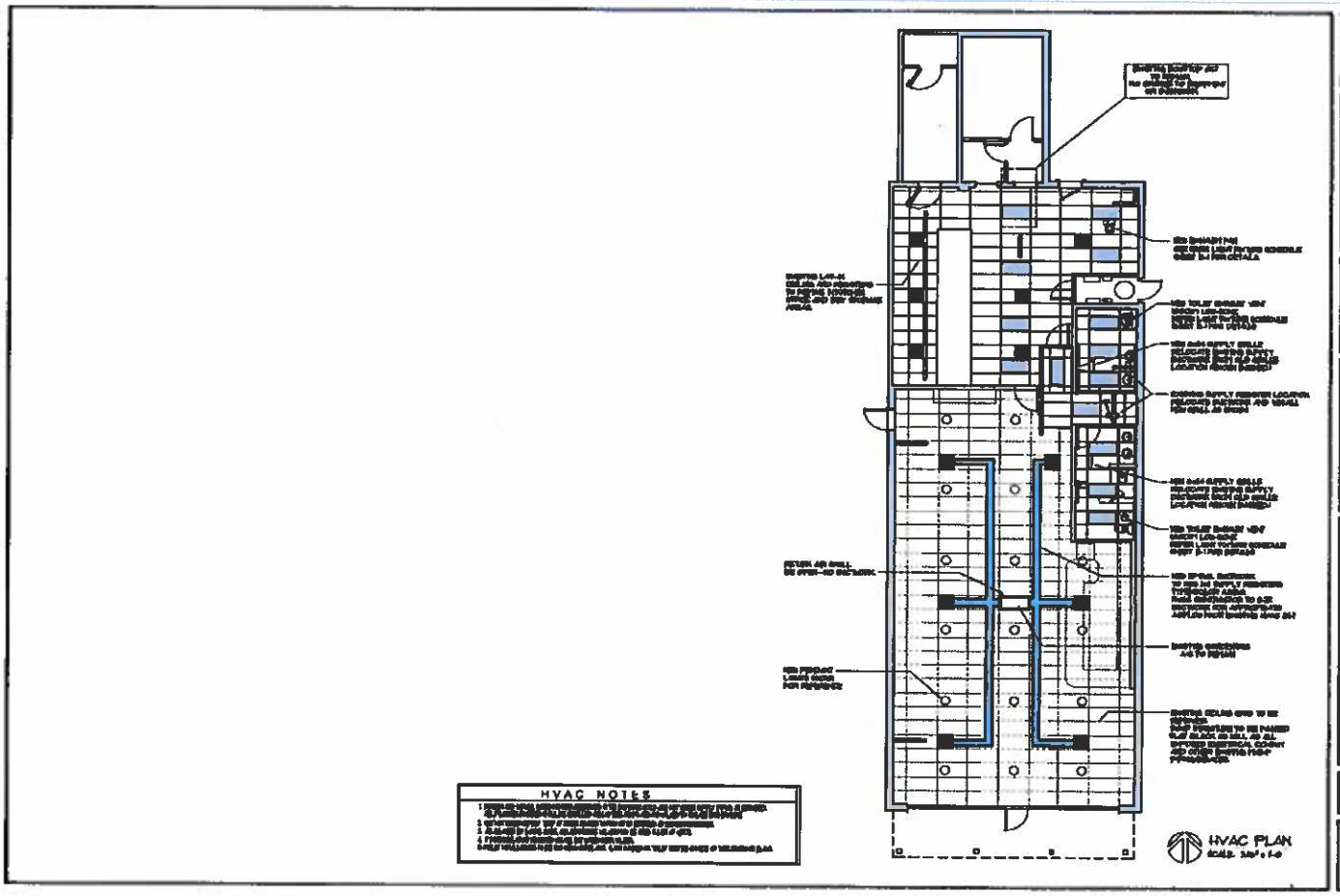
DEMO PLAN

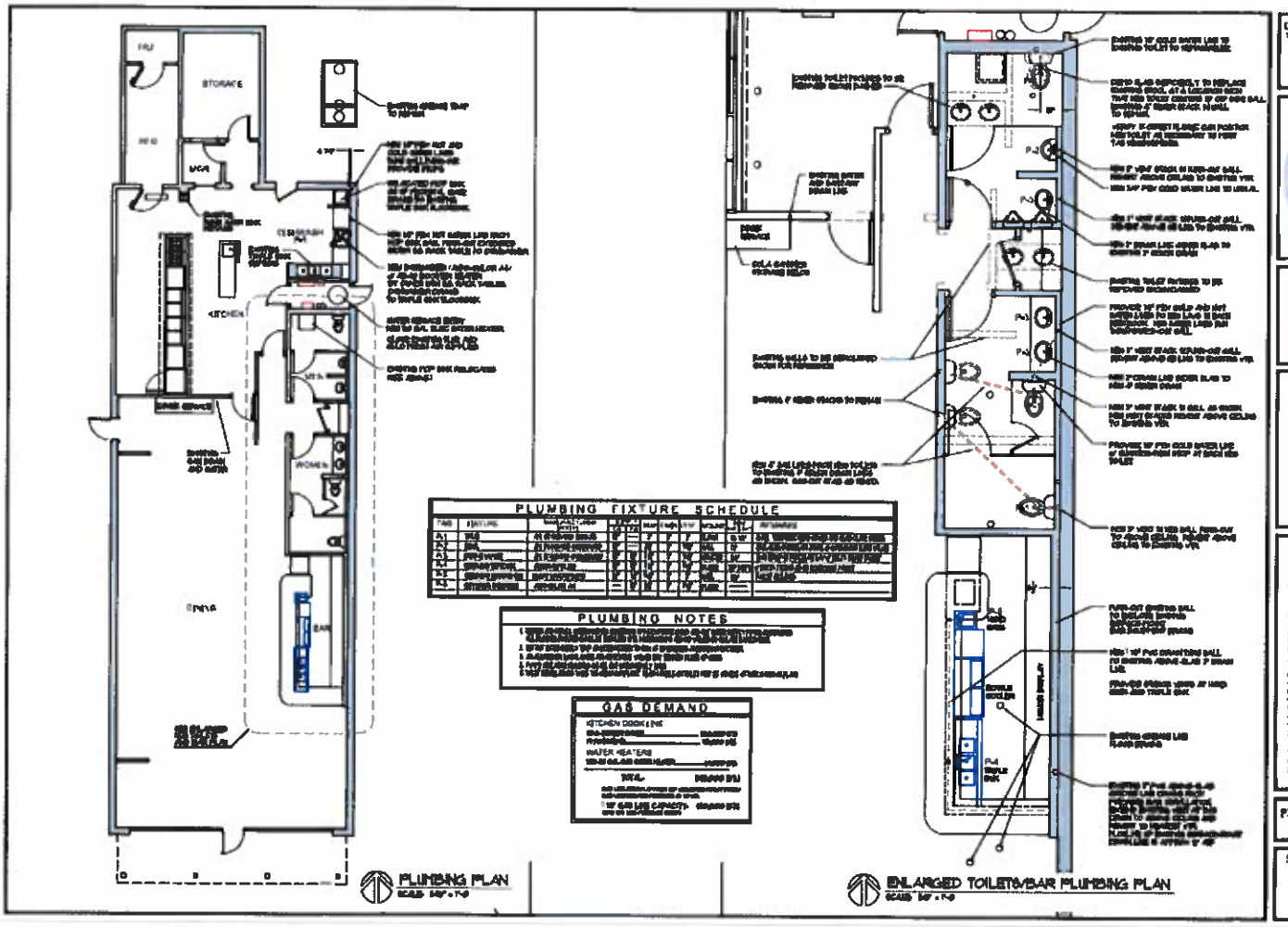
SHEET NO.

D-1


KITCHEN NOTES
OCCUPANCY COUNT
DOOR SCHEDULE
FLOOR PLAN
NEW TOILETS/BAR PLAN
NEW HANDICAP RESTROOMS FOR
DIRK'S RESTAURANT
FLOOR PLAN
SHEET NO
A-1


1 WOMEN'S TOILET-SOUTH WALL
2 WOMEN'S TOILET-EAST WALL
3 MEN'S TOILET-NORTH WALL
4 MEN'S TOILET-EAST WALL
5 NEW BAR-LOOKING NORTH
6 NEW BAR-SECTION
1 NEW BAR-LOOKING EAST
NEW HANDICAP RESTROOMS FOR
DIRK'S RESTAURANT
INTERIOR ELEVATIONS
SHEET NO
A-2


HVAC NOTES
HVAC PLAN
DATE/ISSUE
ALLEN ASSOCIATES
DAVIS ENGINEERING
CLIFFORD DAVIS, P.E.
NEW HANDICAP RESTROOMS FOR
DIRK'S RESTAURANT
HVAC PLAN
SHEET NO
M-1


STORAGE
KITCHEN
WOMEN
BAR
PLUMBING FIXTURE SCHEDULE
PLUMBING NOTES
GAS DEMAND
PLUMBING PLAN
ENLARGED TOILETS/BAR PLUMBING PLAN
DATE/ISSUE
ALLEN ASSOCIATES
DAVIS ENGINEERING
CLIFFORD DAVIS, P.E.
NEW HANDICAP RESTROOMS FOR
DIRK'S RESTAURANT
PLUMBING PLAN
SHEET NO
P-1

LIGHTING FIXTURE SCHEDULE

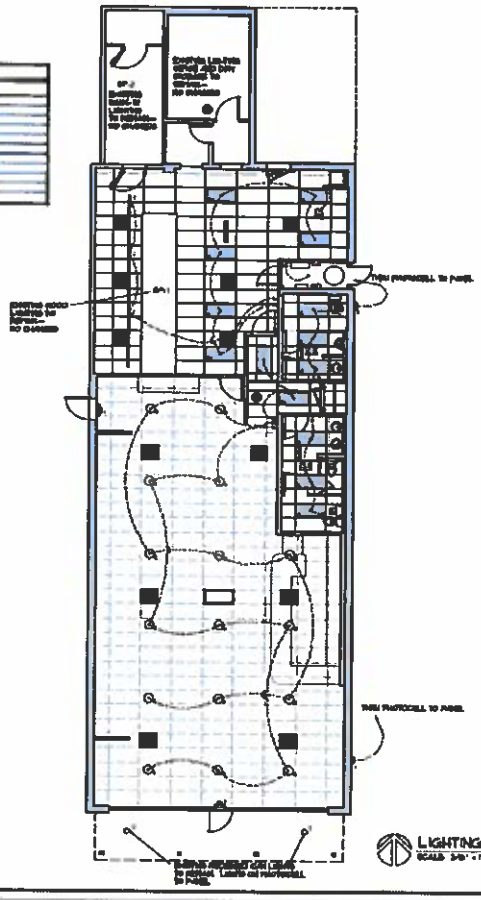
MARK	TYPE	MOUNTING	DESCRIPTION	REMARKS

LIGHTING AND POWER PLAN SYMBOLS

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION

LIGHTING NOTES

1.
2.
3.
4.
5.



DATE/ISSUE

ALLEN ASSOCIATES

PRELIMINARY

DAVIS ENGINEERING
CLIFFORD DAVIS, P.E.

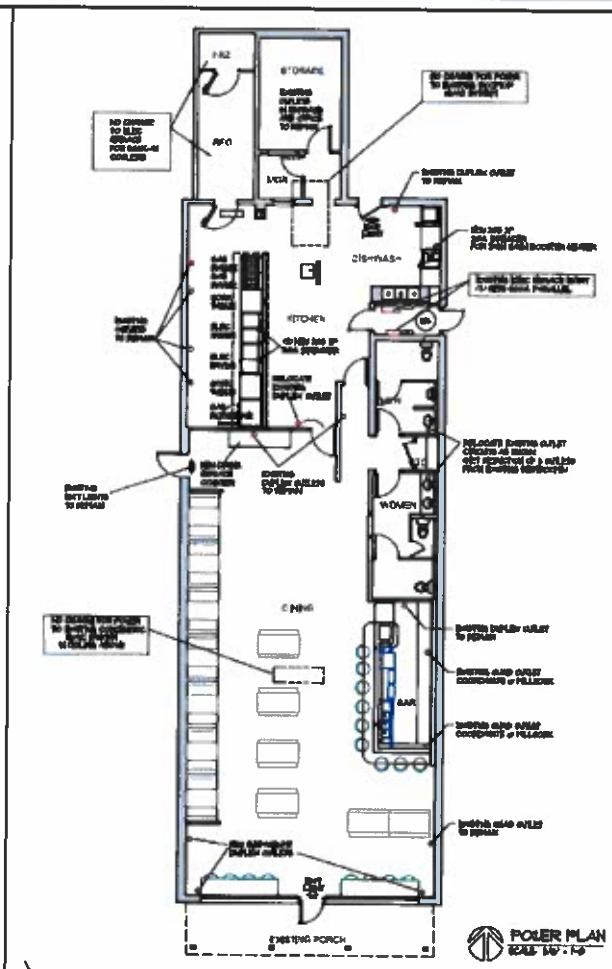
NEW HANDICAP RESTROOMS FOR
DIRK'S RESTAURANT
LUBBOCK, TEXAS

LIGHTING PLAN

SHEET NO
E-1

LOAD ANALYSIS

CATEGORY	CALCULATIONS	DEMAND (VA)



DATE/ISSUE

ALLEN ASSOCIATES

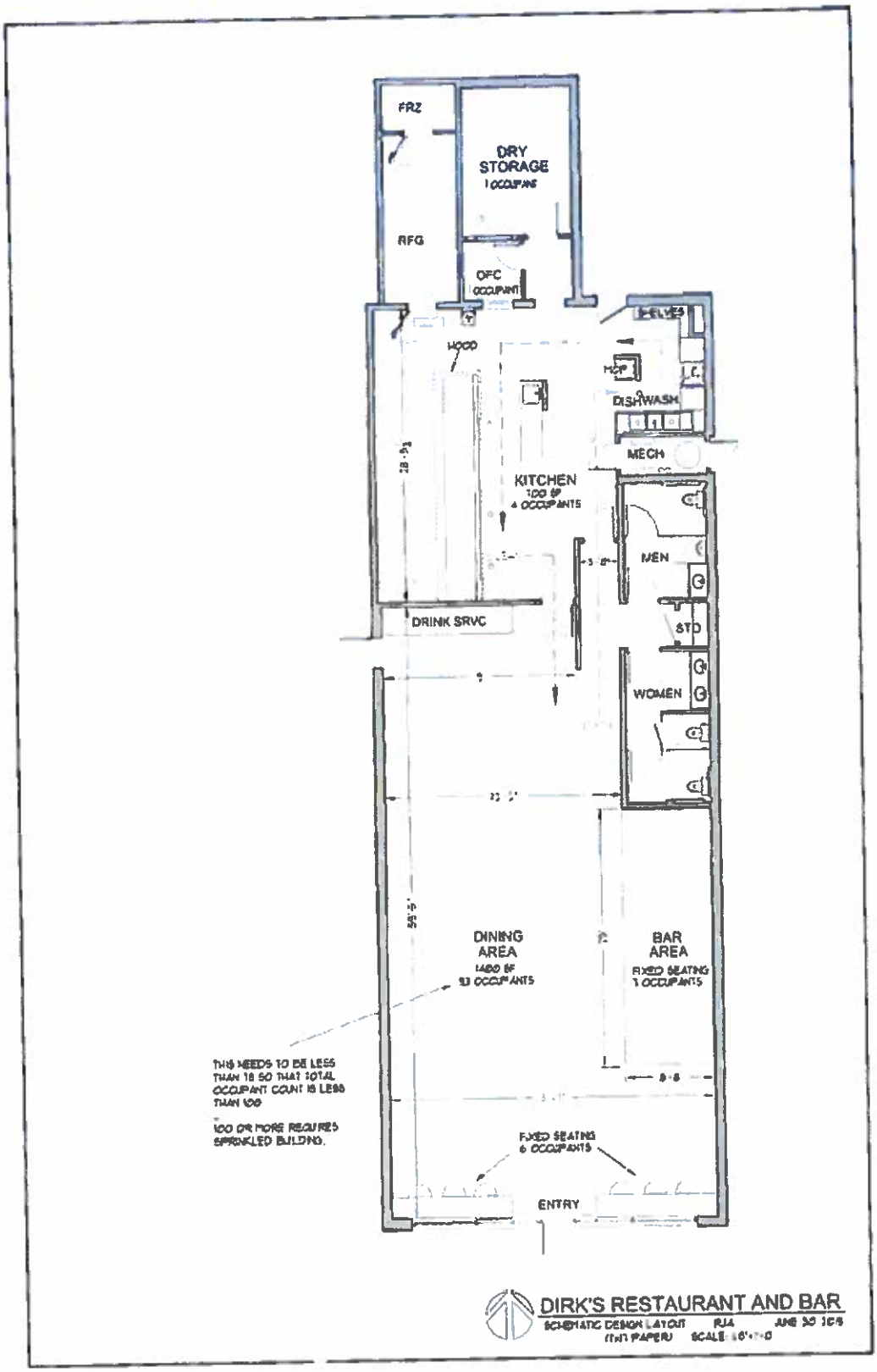
PRELIMINARY

DAVIS ENGINEERING
CLIFFORD DAVIS, P.E.

NEW HANDICAP RESTROOMS FOR
DIRK'S RESTAURANT
LUBBOCK, TEXAS

POWER PLAN

SHEET NO.
E-2



DIRK'S RESTAURANT AND BAR

SCHEMATIC DESIGN LAYOUT RJA JUNE 30 '08

(TNT PAPER) SCALE: 1/8"=1'-0

CITY OF LUBBOCK
ALTERATIONS COMMERCIAL BUILDING

Date Entered	Date Expires	Permit Type/Number	Project Number
04-Dec-2019	24-Nov-2020	COMM-085183-2019	

Parcel

PIN: 28302
Address: 1636 13TH ST
Zip: 79401
Units:
Subdivision: L P K
Legal Detail: L P K BLK 1 W64'OF L 1

Zone	Type of Construction	Occupancy
	V-B	A-2

Proposed Development

437 - COMMERCIAL ADDITIONS /ALTERATIONS

MIN. FINISHED FLOOR ELEV. Not Determined PER TABLE 403.1. 7.3, 2009 IRC AMENDMENTS.

FLOOD PLAIN?

L P K BLK 1 W64'OF L 1 3,677.00 SQ.FT. U

DESCRIPTION:
COMMENTS:

COMMENTS:
DESCRIPTION:

CORRECTIVEACTION:
COMMENTS:

RECOMMENDATION:

TO REQUEST INSPECTIONS CALL (806)775-3159 OR (806)775-3174 FOR BUILDING INSPECTION AND (806)775-2589 FOR WATER UTILITIES.

ALTC Dirk's Restaurant - 3677sf
Remodel bathrooms and addition of a bar.
Electrical and plumbing only.

Valuation	Square Footage	C of O Required
$110,000.00	3,677.00	YES

Date Entered	Date Expires	Permit Type/Number	Project Number
04-Dec-2019	24-Nov-2020	COMM-085183-2019	

Professional

State License: ACTIVE
Professional License:

Required Inspections

Framing
Slab Building
Slab Building
Framing
Zoning Final
Building Final
Fire Final
Building Final
Building Final

Notice/Signature

I hereby certify that the above statements are true facts concerning the construction of the building or other work for which this application is made. I also understand that the issuance of this permit does not relieve the permit holder from the responsibility of complying with all applicable City of Lubbock regulations, codes and ordinances and that failure to comply may subject the permit holder to criminal and/or civil liability.

Issuance of this city permit does not insure compliance with state or federal regulations, rules or laws. I understand that it is the responsibility of the permit holder or his agents to meet applicable state and federal requirements. These requirements may include, but are not limited to, those imposed by the Americans with Disabilities Act, the U. S. Environmental Protection Agency, the Texas Architectural Barriers Act, the Texas Department of Licensing and Regulation, the Texas Department of Health and the Texas Commission of Environmental Quality. This list is not all-inclusive and other federal or state requirements may be applicable.

Customer Signature:_____ **Permit Issued By:** EnerGovService

RE 20-44

RESOLUTION APPROVING WEST FAMILY HOSPITALITY GROUP, LLC AT 1636 13th STREET DOWNTOWN PERMITTABLE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, July 29, 2020, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to the West Family Hospitality Group, owner of The West Table in Downtown Lubbock with over 23 years of combined restaurant experience, is renovating the property at 1636 13th Street, also located within the Downtown TIF. The scope of permittable work will include a new roof, electrical, hood and plumbing totaling $248,056 in expenses. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant for the West Family Hospitality Group, LLC, a Downtown Permittable Grant for $24,806 for the project at 1636 13th Street, which is located within the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance to renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Dr. John Opperman and Seconded by Director, Ms. Regina Johnston,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with the West Family Hospitality Group, LLC, for the improvements to the building at 1636 13th Street, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, CFO/COO

Regular City Council Meeting **7. 14.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Business Development: Consider a resolution authorizing the City Council to approve a Downtown Grant Program (Permittable) expenditure of Market Lubbock, Inc., to be provided to 806 Development LC, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Development Corporation.

Item Summary

806 Development, LC is renovating the Levine's building at 1013 Broadway, which is located within the Downtown Tax Increment Financing (TIF) District Boundary, as designated by the City of Lubbock. The scope of the project includes replacing the roof, asbestos abatement, and truss work.

The cost of the project is estimated to be $240,551, and the requested grant amount is $24,055. The Market Lubbock Inc. Board of Directors approved this amount in their August 26, 2020 Board Meeting, and recommends approval by the City Council.

Fiscal Impact

The total cost of the project is estimated to be $240,551, with $24,055 to be paid upon completion, with the requested grant.

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Market Lubbock Inc. Board of Directors

Attachments

Resolution
Market Lubbock Supporting Documentation
Market Lubbock Resolution

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of the Market Lubbock Economic Development Corporation (the "Corporation"), the City Council of the City of Lubbock (the "City Council"), as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of the Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by the Corporation, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the Downtown Permittable Grant program or expenditure of the Corporation, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to 806 Development, LC, is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brianna Gerardi, Business Development Director

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. Market Lubbock Downtown Permittable Grant Program – 806 Dev.
08.27.20

MARKET LUBBOCK, INC. – DOWNTOWN GRANT PROGRAM



1013 Broadway

(806 Development, LC)

TOTAL PERMITTABLE SCOPE OF WORK = $240,551

PERMITTABLE GRANT = $24,055

MARKET LUBBOCK

Downtown Grant Program
Presented to MLI Board
August 26, 2020

Project 1013 Broadway (Permittable)

Nicholas Dragga, with 806 Development, LC, is renovating the old Levine's building at 1013 Broadway, located in the Downtown TIF.

The scope of permittable work will include replacing the roof and asbestos abatement and truss work totaling $240,551 in permittable expenses.

The MLI Board is being asked to consider a Downtown Permittable Grant for 806 Development, LC totaling $24,055 at 1013 Broadway.

MARKET LUBBOCK

Downtown Grant - Application

The information requested on this form will be used by Market Lubbock, Inc. for analysis of your project.

MLI CONTACT INFORMATION

Jorge Quirino - Special Projects
Market Lubbock, Inc.
1500 Broadway, Sixth Floor, Lubbock, TX 79401

Phone: 806.749.4500
Email: jorge@marketlubbock.org

Date Initial Application Submitted (Due prior to start of construction or permits assigned)	08/03/20
Projected Project Start Date	09/01/20
Project Property Address	1013 Broadway
Property LCAD R#	110371

GENERAL INFORMATION ABOUT THE COMPANY

Company Name	806 Development LC
Street Address	4613 117th Street
City, State, Zip	Lubbock, TX 79424

GENERAL INFORMATION ABOUT THE COMPANY CONTACT

Name	Nicholas Dragga
Title	Owner
Phone Number	806-786-6604
Email	ndragga@gmail.com

INFORMATION ABOUT THE PROJECT

Property Ownership: Own ☑ Lease ☐ Owner Approved ☐

Grant Type (May choose both if applicable): Permittable ☑ Façade ☐

Detailed Project Summary (including projected start date) and Description of Work:

Complete Roof Replacement: Tear off existing roof, Install Carlisle .060 TPO; Roof Truss Repair (August 1); Asbestos Abatement (August 15)

Summary of Expenses (detailed bids attached)	Projected	MLI Approved Reimbursement
Roof Replacement	$118,604	$11,860
Asbestos Abatement and Truss Work	$121,947	$12,195
		$0
		$0
		$0
TOTAL	**$240,551**	**$24,055**

Final bids will be used to calculate the project cost and grant amount.

COMPANY BACKGROUND

List any person or entity that has at least 5% ownership in the Applicant Company:

Name	Percent	Name	Percent
Nicholas Dragga	100%		

Is the firm registered with the Secretary of State's Office to do business in Texas? Yes
Are you in good standing with the State of Texas? Yes

If you answered "No" to either of the above two questions, please explain

Is the firm and/or principals delinquent on any federal, state or local tax obligations? No
Has the company or principals of the company had prior bankruptcies or lawsuits? No

If you answered "Yes" to either of the above two questions, please explain

APPLICANT'S RESPONSIBILITIES (PROPERTY OWNER OR LEASEE)

City of Lubbock requirements:

Director of Business Development (Brianna Gerardi) 806-775-3082

Contact the City of Lubbock to determine the following:

- ☑ Does the scope of work meet downtown standards and guidelines?
- ☑ Are permits required for any aspect of the scope of work?
- ☑ Are public improvements required?
- ☑ Is there a current Certificate of Occupancy on file for this property?

Market Lubbock, Inc. (MLI) requirements:

Manager of Downtown & Special Projects (Jorge Quirino) 806-749-4500

Application Packet:

- ☑ Initial application (page one of this document) must be received by MLI prior to the start of construction and/or before permits are assigned

  All remaining documents must be received and an application packet presented to the MLI Board no more than three months after the initial application is received by MLI.

  Date Final Documents Received:_____

  - ☑ Copies of City permits or City approval
  - ☑ Copy of Current Certificate of Occupancy
  - ☑ Detailed Construction Bids or Schedule of Values
  - ☑ Before Picture (prior to construction beginning)
  - ☑ Architectural Plans (if applicable)
  - ☑ Architectural Renderings (if applicable)

After completion of construction:

- ☐ Certificate of Occupancy or Similar City Document Approving Completion
  (Applicant responsible for final scope of work matching approved scope)

  Proof of Payment:

  - ☐ PAID Invoices
  - ☐ Processed Checks, Bank or Credit Card Statements matching PAID invoices

Overview

- An Applicant must be a valid Owner or Tenant (Lessee) of the property needing improvements
- Properties must fall within the Lubbock Downtown TIF boundaries (Central Business District TIF)
- Single-Family residences are excluded.
- An Applicant is eligible to receive a permittable grant and/or façade grant per property (LCAD R# or Development Lot), per enterprise, per fiscal year. (Expenses used in one application cannot be used in another application.
- Applicant is not eligible for grant program funding if delinquent in property taxes according to Lubbock Central Appraisal District (LCAD) records
- MLI disbursements are characterized as "reimbursable grants".
- Expenses eligible for reimbursement must relate to reasonable costs or expenses.
- Receipt of an application is not a guarantee of grant approval.

Grant Types

- **Permittable Projects**
  - Improvements require a City of Lubbock permit
  - Improvements may be made to the exterior and/or interior of the property
  - Improvements must total a minimum of $10,000
  - The permittable grant reimburses 10% of approved expenses up to a $100,000 grant
  - Permittable scope of work that may be considered:
    - HVAC
    - Plumbing
    - Electrical
    - Structural
    - Any other work requring a City of Lubbock permit

- **Façade Projects**
  - Improvements may or may not require a City of Lubbock permit
  - Improvements must be made to the exterior of the property facing the most prominent street
  - Improvements must total a minimum of $1,000
  - The façade grant reimburses 50% of approved expenses up to a $25,000 grant
  - Façade scope of work that may be considered:
    - Painting
    - New windows and doors
    - Signage
    - Landscaping
    - Parking lots
    - Awnings
    - Any other work that improves the appearnce of the façade

Signature (not required for electronic submittals): Nicholas Dragga

Date: 3-Aug-20







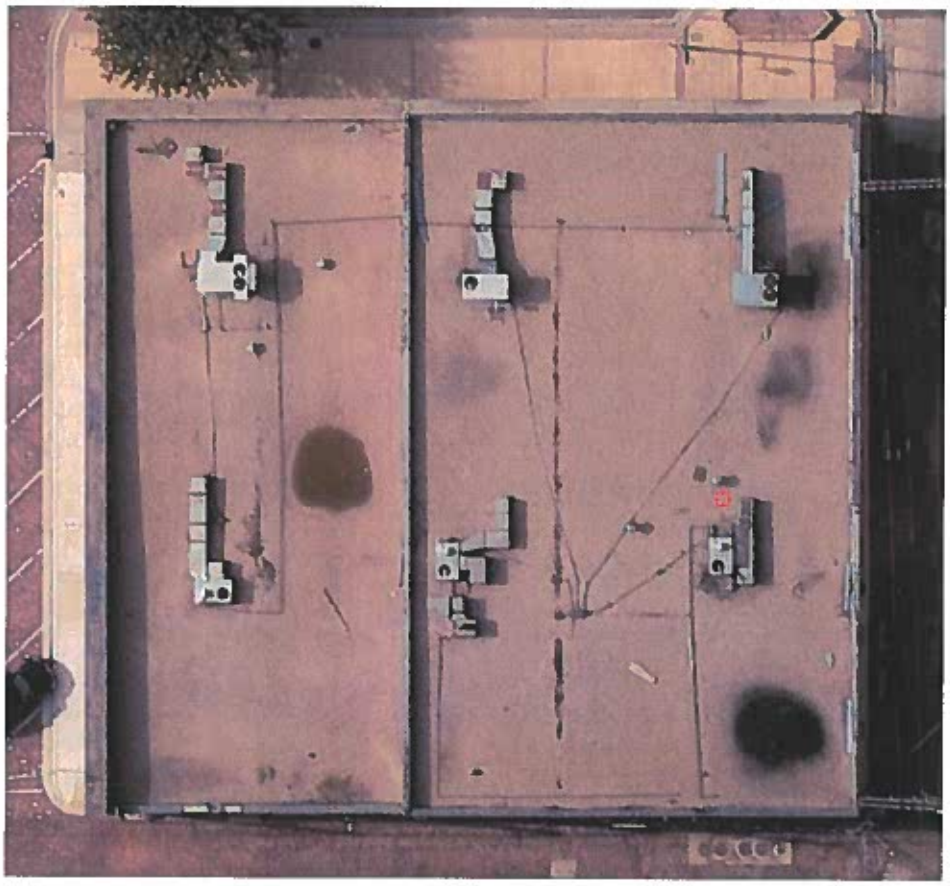


ABF
ROOFING & FOAM
Est. 2007
702 Woodrow Rd.
P.O. Box 64684
Lubbock, TX 79464
Phone: (806) 863-3626 Fax: (806) 863-3149

Date: April, 23 2020

TO: Jef Conn, Coldwell Banker Commercial

RE: 1013 Broadway Building
Lubbock, TX



WE HEREBY PROPOSE to furnish labor and materials complete in accordance with the specifications below.

- Broom gravel and remove from entire roof
- Remove existing built up roof down to existing 1x6 wood deck
- Loose lay crickets between scuppers
- Mechanically fasten R-20 Polyiso insulation board to wood deck
- Install Carlisle .060 TPO per manufacturer specifications
- Install Carlisle .060mil TPO on parapet walls
- Install new wood nailer at top of parapet walls as required
- Install 22 gauge cleat and 24 gauge prefinished metal eave edging at north and west lower roofs
- Install 22 gauge cleat and 24 gauge metal coping at all upper roof parapet walls and south wall of lower roof
- Install new 24 gauge prefinished conductor heads and downspouts at all scuppers
- 15 year Carlisle NDL warranty
- ABF 2 year labor warranty

Proposal Bid (Material Sales Tax Included).....$ 118,603.94

Alternate (Mechanical Equipment remove by others).....$ 116,424.88
Mechanical contractor to disconnect RTU's, ABF to haul off and install new decking In existing holes.

Replace 1x6 wood decking.....$7.50/LF

Payments to be made as following:

1. Upon Completion

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the same estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Exclusions. The following items are not included in this proposal: bonds, repairs to the roof deck, all wood curbs, painting, structural, electrical, plumbing, brass plumbing components, as well as any structural components and or roof top mounted equipment including cage and non-cage ladders. Company shall not be responsible for any damage incurred due to penetrating the roof deck with fasteners, or damage to anything secured to the roof deck, joist or any other structural member which becomes loose, unsecured, or falls as a result of the roofing operations.

ABF Commercial Roofing: _____ Date:_____

EXHIBIT A - GMP Summary

TEINERT CONSTRUCTION

Levine's Renovation

Lubbock, Texas

Date: 8/14/2020
Bid Date: 7/28/2020

GMP Recap

Bldg. Area: 6,000 sf
Schedule: 5.0 mo

Phase	Description	w/ part	Labor	Material	Sub	Total	Sub/Supplier	$/sqft
								-
GENERAL CONDITIONS & COST OF WORK								-
	General Conditions				10,159	10,159	Teinert	1.69
	Building Permit & Plan Review				1,200	1,200	City of Lubbock	-
	Engineering Fees				3,000	3,000		
Building Package								-
	Abatement & Demo				59,093	59,093	CSA	9.85
	Trusses		3,155		3,155	3,155	Noltex	0.53
	Truss Demo & Install				25,000	25,000	Rojo Contractors	4.17
	Shoring & Bracing				2,500	2,500	Teinert	0.42
	SUBTOTAL		**3,155**	**0**	**104,107**	**104,107**		17.35
	SUBTOTAL					104,107		-
	General Liability Insurance		0.660%			687		-
						0		-
	SUBTOTAL					104,794		17.47
	Overhead & Profit		7.50%			7,860		
	Gross Receipts Tax		8.25%			9,294		
	TOTAL BASE BID GMP					121,947		20.32

RE 20-52

RESOLUTION APPROVING 806 DEVELOPMENT, LC AT 1013 BROADWAY DOWNTOWN PERMITTABLE GRANT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION, INC., a Texas nonprofit corporation (MLI), on Wednesday, August 26, 2020, held in conformity with the bylaws, after due notice as therein provided, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract with 806 Development, LC, which is renovating the old Levine's building at 1013 Broadway, located in the Downtown TIF. The scope of permittable work will include replacing the roof and asbestos abatement and truss work totaling $240,551 in permittable expenses. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant for 806 Development, LC, a Downtown Permittable Grant for $24,055 for the project at 1013 Broadway, which is located within the Downtown TIF, once proof of payment has been submitted.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentive for providing assistance to renovations to their property, meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. Calvin Davis and Seconded by Director, Dr. Matt Bumstead,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with 806 Development, LC, for the improvements to the building at 1013 Broadway, Lubbock, Texas. This Economic Development Grant and Contract will be on the normal terms and conditions of such Downtown Grant Program and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and execute all documents related to the Economic Grant and Contract.

John Osborne, President & CEO

Jana Johnston, CFO/COO

Regular City Council Meeting **7. 15.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Health Benefits: Consider a resolution authorizing the City Manager to purchase individual stop loss (ISL) insurance coverage from Blue Cross Blue Shield of Texas (BCBSTX), for the City's health benefits program, in an amount not to exceed $13.93 per member, per month (pmpm).

Item Summary

The purpose of ISL coverage is to protect the City's health plan fund from excessive claim activity in a calendar year. The City's current stop loss contract is with BCBSTX, with a $700,000 specific individual deductible. BCBSTX reimburses the City for individual claims in excess of $700,000. Reimbursement is based on the claims incurred in a 12-month period, and paid within a 15-month period. Monthly premiums are $12.90 pmpm, which is approximately $390,870 annually. The current contract expires on December 31, 2020.

ISL coverage is experience rated. In 2019, 91 claimants incurred claims great than $50,000, with a total payment of $10,163,905. The top claimant was only $42,531 under the $700,000 individual deductible. As of August 2020, 41 claimants have claims greater than $50,000, with a total payment of $4,860,966. The top claimant is at 64% of the limit.

BCBSTX proposed a 14.5% increase for 2021, due to the high claimant costs. The City's benefit consultant, Travis Sartain of Marsh & McLennan Agency, negotiated a decrease in the proposed amount, from 14.5% to 8%, based on empirical data provided by the City's actuaries at Milliman. The ISL rates per member, per month, will increase from $12.90 to $13.92, an approximate increase of $31,209 over 2020.

Staff recommends renewing the BCBSTX contract for a one-year period.

Fiscal Impact

The anticipated cost of stop loss coverage for calendar year 2021 is $422,079. This amount is budgeted in the Health Benefits Budget.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - Stop Loss Coverage

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase and renew for and on behalf of the City of Lubbock and its health benefits program, specific stop loss insurance coverage from BlueCross BlueShield of Texas, consistent with the terms and conditions attached hereto, and all related documents.

Passed by the City Council this ____ day of September, 2020.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, Deputy City Manager

APPROVED AS TO FORM:

Mitchell Satterwhite, Assistant City Attorney

ccdocs/RES.Stop Loss Renewal
August 25, 2020

BlueCross BlueShield of Texas

[redacted]

APPLICATION FOR STOP LOSS COVERAGE

Employer Group Name: City of Lubbock
Employer Group Address: 1625 13th Street
City: Lubbock **State of Situs:** TX **Zip Code:** 79401
Account Number: 010097
Employer Group Number(s): 219476
Current Effective Date of Policy 01/01/2021
Current Policy Period: These specifications are for the Policy Period commencing on 01/01/2021 and ending on 12/31/2021

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Application is superseded in whole or in part by a later executed Application.

A. Aggregate Stop Loss Coverage: ☐ Yes ☒ No
If yes, complete items 1 through 9 below.

1. ☐ New Coverage ☐ Renewal of Existing Coverage
2. Stop Loss Coverage during the current Policy Period:

☐ New Coverage (Select one from below):

☐ Incurred and paid during the Policy Period: Claims incurred and paid from _____ to _____

☐ Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

☐ Run-in coverage: Claims incurred from _____ to _____
and Claims paid from _____ to _____

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

☐ Renewal of Existing Coverage:

☐ Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

☐ Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

3. Aggregate Stop Loss Coverage shall apply to:

☐ Medical Claims

☐ Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager

☐ Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: _____

☐ Dental Claims

☐ Other (please specify): _____

4. Average Claim Value: _____ (per Employee per Month)

Attachment Factor: _____% of the Average Claim Value

5. Aggregate Claim Liability and Run-Off Claim Liability Factors

a. Employer's Claim Liability for each Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Individual and Family Coverage Units for each Month by the following factors:

$_____ for each Coverage Unit

$_____ for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

_____

b. Employer's Run-Off Claim Liability shall be calculated by multiplying the sum average of the total of all Coverage Units during each of the three calendar Months immediately preceding termination by the factors shown below. Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS.

$_____ for each Coverage Unit

$_____ for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

_____

6. CAP Arrangement ☐ Yes ☐ No

7. Aggregate Stop Loss Claims

a. The amount of Paid Claims during the current Policy Period, less:

i. Individual (Specific) Stop Loss Claims

ii. Any claims in excess of the Individual (Specific) Stop Loss Claims per Covered Person per Lifetime Maximum

iii. Any claims in excess of the Individual (Specific) Stop Loss Claims maximum Point of Attachment

that exceeds the Aggregate Point of Attachment. The Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in item A.5.a. above for the current Policy Period.

b. In the event of termination at the end of a Policy Period, the Final Settlement Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in item A.5.b. above. However, for the current Policy Period the minimum Aggregate Point of Attachment shall be $_____.

8. Stop Loss Premium (Select one):

☐ Annual Premium (Due on the first day of the current Policy Period): $_____.

☐ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

$_____ for each Coverage Unit

$_____ for each Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

_____

9. The premium is based upon a current membership of _____ Individual Coverage Units and _____ Family Coverage Units.

B. Individual (Specific) Stop Loss Coverage: ☒ Yes ☐ No
If yes, complete items 1 through 6 below.

1. ☐ New Coverage ☒ Renewal of Existing Coverage

2. Stop Loss Coverage Period:
☐ New Coverage (Select one from below):

☐ Incurred and paid during the Policy Period: Claims incurred and paid from _____ to _____

☐ Incurred with Run-Out: Claims incurred from _____ to _____
and Claims paid from _____ to _____

☐ Run-in coverage: Claims incurred from _____ to _____
and Claims paid from _____ to _____

If coverage is for claims incurred prior to the effective date of the Policy and paid by Policyholder's prior claim administrator, then such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) and paid by the Policyholder's prior claim administrator by the end of the current Policy Period.

☒ Renewal of Existing Coverage:

☐ Claim Administrator's Claims: Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.

☒ Incurred with Run-Out: Claims incurred from 01/01/2021 to 12/31/2021
and Claims paid from 01/01/2021 to 03/31/2021

3. Individual (Specific) Stop Loss Coverage shall apply to:

☒ Medical Claims

☒ Outpatient Prescription Drug Claims with Company's Pharmacy Benefit Manager

☐ Outpatient Prescription Drug Claims with Policyholder's Pharmacy Benefit Manager: _____

☐ Dental Claims

☐ Vision Claims

☐ Other (please specify): _____

4. Individual (Specific) Stop Loss Claims

   a. For NA who is identified by the health identification (ID) number NA, the amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of $NA. Such amount shall apply for the current Policy Period.

   b. For each other Covered Person:
   The amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of $700,000 per Covered Person but not to exceed a maximum Point of Attachment of $ UNLIMITED per Policy Period. Paid Claims in excess of the maximum point of attachment shall not be eligible to satisfy the Aggregate Point of Attachment. Such amount shall apply for the current Policy Period.

   c. Covered Person per Lifetime Maximum:

   The Individual (Specific) Stop Loss Claims shall not exceed UNLIMITED per Covered Person per Lifetime. Paid Claims in excess of the Covered Person per Lifetime Maximum shall not be eligible to satisfy the Aggregate Point of Attachment.

   Point of Attachment ☒ Includes Claim Administrator's Provider Access Fee
   ☐ Excludes Claim Administrator's Provider Access Fee

5. Stop Loss Premium (select one):

   ☐ Annual Premium (Due on the first day of the current Policy Period): $_____.

   ☒ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Individual and Family Coverage Units for a particular Month by:

   $ for each Coverage Unit

   $ for each Family Coverage Unit

   Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

   $13.93 Composite

6. The premium is based upon a current membership of 1,233 Individual Coverage Units and 1,292 Family Coverage Units.

Additional Provisions:

Stop Loss Policy - Claims incurred 01/01/201 through 12/31/2021 and paid 01/01/2021 through 03/31/2021. Premium is based on 2,525

The undersigned person represents that he/she is authorized and responsible for purchasing stop loss coverage on behalf of the Employer. It is understood that the actual terms and conditions of coverage are those contained in Application the Stop Loss Coverage Policy into which this Application shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer. Upon acceptance of this Application and issuance of the Stop Loss Coverage Policy, the Employer shall be referred to as the "Policyholder."

Tave Lawhorn Sales Representative	Signature of Authorized Purchaser
James Juroch Name of Underwriter	Title of Authorized Purchaser
Signature of Underwriter	Date

INTERNAL USE ONLY	Date Application approved by Underwriting:

Regular City Council Meeting **7. 16.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Health Benefits: Consider a resolution authorizing the City Manager to execute changes to the Master Welfare Benefit Plan and Benefit Plan Document, regarding the waiting period for benefit eligibility, available condition-coaching services for diabetes management, and certain bariatric-related benefits.

Item Summary

The City of Lubbock Master Welfare Benefit Plan is a self-funded welfare benefit plan governed by a Plan Document. A Plan Document is a formal, written, legal statement listing the provisions of an employee benefit plan.

The Plan Document provides information to members and their dependents enrolled in the City's health plan provisions and the level of coverage such as eligibility requirements, effective date of coverage, termination date of coverage, the schedule of benefits, and plan exclusions. The Plan Document also explains employees' rights under the plan, and the rights and responsibilities of the City.

Suggested changes to the Health Plan, effective January 1, 2021, include:

1. Changing the waiting period for benefits eligibility from the beginning of the pay period after working on full pay period, to the first of the month following 30 consecutive days of employment
2. Adding Livongo expanded condition-coaching services for diabetes management
3. Adding a bariatric benefit to the level of benefits

1. The purpose of changing the waiting period for benefits eligibility is to eliminate manual processing of corrections for the annual 1095-C reporting. The payroll system reports eligibility based on pay period dates instead of an actual effective date. The benefits staff manually changes dates in the Human Resources Information System (HRIS) for each coverage change or new hire, if the effective date and the payroll date are not in the same month, to assure accuracy of the 1095-C data reported to the Internal Revenue Service (IRS). Changing the effective date for eligibility will reduce unnecessary workforce hours and reduce the number of errors and corrections on the mandatory annual 1095-C reporting.

The Benefits Staff contacted other cities to determine if the change in eligibility would align with other cities.

City	Elegibillity
Garland	1st day of the month following date of hire
Irving	Immediate coverage
Amarillo	Completion of 60 days of employment
Grand Prairie	1st day of the month following date of hire
Arlington	1st day of hire
Killeen	1st day of the month following 30 days of employment
Abilene	1st day of the month following 30 days of employment
Midland	1st day of the month following 30 days of employment
Odessa	90 days after hire date
Plano	1st day of the monthly following completion of 30 days
Corpus Christi	90 days after hire date

2. Diabetes is a significant area of cost for the City's group health plan. In 2019, the City's plan cost per claimant was 58% higher than the BlueCross BlueShield of Texas (BCBSTX) benchmark for a plan our size. Livongo is a digital health company partnered with BCBSTX, to help reduce health plan costs through diabetes management. Livongo provides real-time personalized messaging on the Livongo connected blood glucose meter. An enrolled participant on the health plan enrolls in the program and is provided access to a certified diabetes educator that is available 24/7/365. The participant receives instant interventions when blood glucose readings are out of range. Test strips and lancets are delivered directly to the member to promote compliance.

Savings are reliant upon participation. In group plans that have utilized Livongo, BCBSTX reports a 3-year return on investment, but some plans have a positive return by the end of the first or second year. The cost for the program is $65 per month per participant, and $59 for a one-time welcome kit that includes a glucometer, test strips, lancets, carrying case and charger. Payments for participation and the kit are submitted as claims, and are part of the City's medical expense.

3. Participants of the group health plan have requested that some level of bariatric benefits for obesity be added to the medical plan. The BCBSTX actuaries estimate the cost will be 0.70% increase in claims, approximately $188,000. The requirements for this level of benefits would be very specific:

- BMI of 40 or more
- BMI of 35 or more with at least 1 comorbidity
- Mandatory adherence to pre-surgery guidelines and requirements established by the provider
- Screening at least 30 days prior and 6 months post-surgery to monitor lipid profile, cholesterol, glucose, triglycerides, and hemoglobin

This level of benefits would also include body contouring surgery. A lower out-of-pocket expense for using a Blue Distinction Center for Bariatrics can be added. The benefit would be available only one time in the lifetime of the participant.

The health plan changes would require the Master Welfare Benefit Plan Document and Summary Plan Description to be restated and amended, effective January 1, 2021.

Fiscal Impact

The changes to the Health Plan will cost an estimated $188,000. Livongo projects an annual cost savings of $159,558, based on the City's eligible population and a 35% participation rate.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - Plan Document Changes

Exhibit A - Benefit Plan Changes-b

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized to execute changes to the Master Welfare Benefit Plan and Benefit Plan Document regarding the waiting period for benefit eligibility, available condition-coaching services for diabetes management, and certain bariatric-related benefits, as set forth in Exhibit "A" attached hereto, and to execute all documents in connection with said changes.

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

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/RES. Waiting period for benefit eligibility
September 10, 2020

Exhibit A

City of Lubbock
Master Welfare Benefit Plan and Benefit Plan Document

Modifications to the City of Lubbock employee Master Welfare Benefit Plan (the "Plan Document") are authorized as set forth below, to be effective January 1, 2021.

- The waiting period for benefits eligibility shall be from the beginning of the pay period after working on full pay period to the first of the month following 30 consecutive days of employment.
- Livongo, an expanded condition-coaching service for diabetes management, is added as an available benefit.
- A bariatric benefit with the following parameters is added as an available benefit:
    - BMI 40 or more
    - BMI 35 or more with at least 1 comorbidity
    - Mandatory adherence to pre-surgery guidelines and requirements established by provider
    - Screening at least 30 days prior and 6 months post-surgery to monitor Lipid profile, cholesterol, glucose, triglycerides, and hemoglobin
    - Includes body contouring surgery
    - A lower out-of-pocket expense for using a Blue Distinction Center for Bariatrics can be added
    - Benefit is only once in the lifetime of the participant

Regular City Council Meeting **7. 17.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Amendment 1 to the Community Development HOME Investment Partnership Program (HOME) Funding Agreement, Contract 14788 and all related documents, between the City of Lubbock and the Community Housing Resource Board (CHRB), for acquisition and rehabilitation of existing houses to provide affordable rental housing.

Item Summary

HOME Grants are funded through the U.S. Department of Housing and Urban Development (HUD).

- Grantee: Community Housing Resource Board (CHRB) recognized as a Community Housing Development Organization (CHDO)
- Program: Affordable Rental Housing Program, CHDO Project
- Funding Source: HOME Investment Partnership Program through HUD, CHDO set aside
- Use of Funds: Acquisition and rehabilitation of existing houses, to provide affordable rental housing
- Amendment Amount: $175,000
- Term: October 1, 2018 through September 30, 2021
- Amendment Purpose: Additional funding and extension of time

Fiscal Impact

The maximum amount to be allocated from the HOME Investment Partnership Program is $175,000.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution
Amendment CHRB

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, the First Amendment to the Community Housing Resource Board Agreement (Contract #14788) for the funding of an affordable rental housing program, by and between the City of Lubbock and the Community Housing Resource Board and related documents. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____, 2020.

_____

DANIEL M. POPE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____

Amy L. Sims, Deputy City Attorney

FIRST AMENDMENT TO COMMUNITY HOUSING RESOURCE BOARD AGREEMENT

This First Amendment (the "Amendment") to the City of Lubbock HOME Investment Partnership Program Funding Agreement (the "Agreement") Contract No. **14788** is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City"), and the Community Housing Resource Board (CHRB), (the "Grantee"), (collectively, the "Parties"), acting by and through the Parties' representative officers and officials, and is entered into by the Parties on _____(the "Effective Date").

RECITALS

WHEREAS, the City and the Subrecipient executed the Agreement on June 25, 2019; and

WHEREAS, the City and the Subrecipient desire to amend the Agreement to the Budget of the Agreement; and

NOW THEREFORE, the City and the Grantee hereby amend the Agreement as follows:

AMENDMENT

Article 1. The language in Article I. Section A., on page 2 of the Agreement, entitled "Activities," shall be replaced with the following language:

"**A. Activities**

The Grantee will be responsible for administering a **HOME funded Affordable Rental Housing Program and CHDO Operating Funds** in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the HOME Investment Partnership Program. Specifically, the Grantee shall with the sum of allocated HOME Program funding (see III. Budget) One Hundred Fifty Thousand dollars **($150,000)** to pay for the acquisition and rehabilitation of existing houses for affordable rental housing for low to moderate income households and Twenty-Five Thousand dollars (**$25,000**) to provide administrative funds to operate CHDO programs."

Article 2. The language in Article I. Section F., on page 5 of the Agreement, entitled "Levels of Accomplishment," shall be replaced with the following language:

F. Levels of Accomplishment
In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program Services:

Program	Timeline	Accomplishments
Affordable Housing	10/1/2018-9/30/2021	Acquisition and Rehabilitation of existing houses to provide affordable rentals to low to moderate income households.
CHDO Operating	10/1/2018-9/30/2021	Funding to operate CHDO Project

Article 3. The language in Article II., on page 6 of the Agreement, entitled "Time of Performance," shall be replaced with the following language:

"**II. Time of Performance**
Services of the Grantee shall start on the 1st day of October 2018, and end on the 30th day of September 2021. The term of this Agreement and the provisions herein shall be extended to cover the period of affordability required as specified under 24 CFR 92.254 and any additional time period during which the Grantee remains in control of HOME Program funds or other assets, including program income."

Article 4. The language in Article III., on page 6 of the Agreement, entitled "Budget," shall be replaced with the following language:

"**III. BUDGET**:

Line Item:	Funding Year(s):	Amount:
Acquisition and Rehabilitation	2018-2020	$150,000
CHDO Operations	2018-2020	$25,000
	Total:	$175,000

Article 5. The language in Article IV, second (2nd) paragraph on page 6 of the Agreement, entitled "Payment," shall be replaced with the following language:

"**IV. Payment**

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed One Hundred Seventy-Five Thousand dollars **$175,000** for the **Affordable Rental Housing Program**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

This Amendment shall become effective upon execution by the Parties. The remainder of the Agreement shall remain in full force and affect except as changed herein.

[Signatures on following page]

SIGNATURES

FOR: CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

FOR: COMMUNITY HOUSING RESOURCE BOARD

Maggie Trejo, Executive Director

Sammy R. Harper, President

FED. I.D. # 75-2052605

Regular City Council Meeting **7. 18.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Amendment 1 to the Community Development HOME Investment Partnership Program (HOME) Funding Agreement, Contract 14787 and all related documents, between the City of Lubbock and the City of Lubbock Housing Initiative (CLHI), for acquisition and rehabilitation of existing public housing to be converted to Section 8 affordable rentals.

Item Summary

HOME Grants are funded through the U.S. Department of Housing and Urban Development (HUD).

- Grantee: CLHI, a non-profit of the Lubbock Housing Authority
- Program: Affordable Rental Housing Program
- Funding Source: HOME Investment Partnership Program through HUD
- Use of Funds: Acquisition and rehabilitation of existing public housing to be converted to Section 8 affordable rentals.
- Allocated Amount: $1,000,000
- Term: October 1, 2018 – September 30, 2021
- Amendment Purpose: Additional funding and extension of time

Fiscal Impact

The maximum amount to be allocated from the HOME Investment Partnership Program Grant is $1,000,000.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution CLHI

Amendment CLHI

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, the First Amendment to City of Lubbock Housing Initiatives Agreement (Contract #14787) for the funding of an affordable rental housing program, by and between the City of Lubbock and the City of Lubbock Housing Initiatives and related documents. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____, 2020.

_____

DANIEL M. POPE, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

_____

Amy L. Sims, Deputy City Attorney

FIRST AMENDMENT TO CITY OF LUBBOCK HOUSING INITIATIVES AGREEMENT

This First Amendment (the "Amendment") to the City of Lubbock HOME Investment Partnership Program Funding Agreement (the "Agreement") Contract No. **14787** is made by and between the City of Lubbock, a State of Texas home rule municipal corporation (the "City"), and the City of Lubbock Housing Initiatives (CLHI), (the "Grantee"), (collectively, the "Parties"), acting by and through the Parties' representative officers and officials, and is entered into by the Parties on _____(the "Effective Date").

RECITALS

WHEREAS, the City and the Subrecipient executed the Agreement on June 25, 2019; and

WHEREAS, the City and the Subrecipient desire to amend the Agreement to the Budget of the Agreement; and

NOW THEREFORE, the City and the Grantee hereby amend the Agreement as follows:

AMENDMENT

Article 1. The language in Article I. Section A., on page 2 of the Agreement, entitled "Activities," shall be replaced with the following language:

"**A. Activities**"

"The Grantee will be responsible for administering a HOME funded Affordable Rental Housing Program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the HOME Investment Partnership Program. Specifically, the Grantee shall with the sum of allocated HOME Program funding (see III. Budget) One Million dollars ($1,000,000) pay for the acquisition of existing houses to be rehabilitated and operated as affordable rental housing for low to moderate income households."

Article 2. The language in Article I. Section F., on page 4 of the Agreement, entitled "Levels of Accomplishment," shall be replaced with the following language:

"**F. Levels of Accomplishment**"

"In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following levels of program Services:

Program	Timeline	Accomplishments
Affordable Housing	10/1/2018 - 9/30/2021	Acquisition and Rehabilitation of existing LHA houses to provide affordable rentals to low to moderate income households."

Article 3. The language in Article II. on page 5 of the Agreement, entitled "Time of Performance," shall be replaced with the following language:

"Services of the Grantee shall start on the 1st day of August 2019, and end on the 30th day of September 2021. The term of this Agreement and the provisions herein shall be extended to cover the period of affordability required as specified under 24 CFR 92.254 and any additional time period during which the Grantee remains in control of HOME Program funds or other assets, including program income."

Article 4. The language in Article III on page 5 of the Agreement, entitled "Budget" shall be replaced with the following language:

"**III. <u>Budget</u>**:

Line Item:	Funding Year(s):	Amount:
Rehabilitation	2018-2021	$1,000,000
	Total:	$1,000,000

Article 5. The language in Article IV, second (2nd) paragraph on page 6 of the Agreement, entitled "Payment," shall be replaced with the following language:

"**IV. <u>Payment</u>**

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed One Million dollars **$1,000,000** for the **Affordable Rental Housing Program**. Drawdowns for the payment of eligible expenses shall be made against the line item
budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance."

This Amendment shall become effective upon execution by the Parties. The remainder of the Agreement shall remain in full force and affect except as changed herein.

[Signatures on following page]

SIGNATURES

FOR: THE CITY OF LUBBOCK

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Karen Murfee, Community Development Director

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

FOR: THE CITY OF LUBBOCK HOUSING INITIATIVES

MICHAEL CHAPMAN, SECRETARY

FED. I.D. #75-2507379

Regular City Council Meeting **7. 19.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Public Transit Services: Consider a resolution authorizing the Mayor to execute a Consultant Contract for Transit Services between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO), to provide transit services related to LMPO's Unified Planning Work Program for FY 2020-21.

Item Summary

This $53,700 contract is for consultant services to be provided by Citibus to LMPO. Citibus will produce new reports based on the collection of new data or update existing reports to satisfy "maintenance of eligibility" standards, as required by federal agencies. Named reports include but are not limited to:

- Technical Study Report
- National Transit Database reporting and related data collection and analysis
- Grant application preparation
- Federal Financial Status reports
- Federal Milestone Status reports
- Disadvantaged Business Enterprise (DBE) program preparation and reports
- Safety and Security Plan update

The contract, if approved, would be effective from October 1, 2020, through September 30, 2021.

Fiscal Impact

The contract amount of $53,700 has been included in the FY 2021 Citibus budget. Acceptance of this contract will result in no additional cost to the City.

Staff/Board Recommending

Bill Howerton, Deputy City Manager

Attachments

Resolution - MPO/Citibus Consultant Contract

MPO/Citibus 2021 Consultant 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, a Consultant Contract for Transit Services between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO) to provide transit services related to the LMPO's Unified Planning Work Program for fiscal year 2020-2021. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ 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

RES MPO-Consultant Contract for Transit Services-FY-2020-2021
8.27.20

LUBBOCK METROPOLITAN PLANNING ORGANIZATION
CONSULTANT CONTRACT FOR TRANSIT SERVICES

This Consultant Contract for Transit Services (the "Contract") is made, entered, and executed by and between the Lubbock Metropolitan Planning Organization, the designated Metropolitan Planning Organization of the Lubbock urbanized area (the "MPO"), and the City of Lubbock, a Texas municipal corporation (the "Consultant"), (each a "Party," and collectively, the "Parties"), acting by and through their duly authorized officers or representatives.

W I T N E S S E T H

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the Lubbock urbanized area and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

WHEREAS, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the State Department of Highways and Public Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to perform the services described in Subtasks 3.2, 3.3, and 3.4 of the 2020 – 2021 Unified Planning Work Program, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal; and

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements of the Parties hereto, the MPO and the Consultant do mutually agree as follows:

A G R E E M E N T

Article 1. Term

This Contract becomes effective when fully executed by the Parties, or on October 1, 2020, whichever occurs later, and shall terminate upon the MPO's final approval of the work completed by the Consultant, or on September 30, 2021, whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided (the "Term").

Article 2. Responsibilities of the Parties

The Consultant shall undertake and complete the tasks described in Exhibit A, Scope of Services, and in accordance with all terms and conditions of this Contract (the "Services"). The MPO shall provide assistance as appropriate and as specified in said Exhibit A, including approval of all work.

Article 3. Compensation

The maximum amount payable under this Contract shall not exceed the amount of Fifty-Three Thousand Seven Hundred Dollars ($53,700.00). The MPO may make partial proportionate

payments of the fixed fee based on the amount of work completed by the Consultant. All payments made hereunder will be made on the basis of reimbursement of actual costs incurred, not to exceed the limits authorized in this Article. To be eligible for reimbursement, a cost must be incurred within the Term and be authorized or not prohibited in Exhibit A. All costs must be supported by source documents which comply with generally accepted accounting practices. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

Article 3.1 Consideration

The consideration to be paid for the Services shall be on a per-task-completed basis. This amount shall be invoiced to the MPO monthly as work is performed, or as otherwise agreed to in writing by the Parties.

Article 3.2 Basis for Compensation

It is understood by the MPO that in some cases the tasks listed in Exhibit A are a continuing process and that the completion of each task is ongoing. The Consultant may charge the MPO on a recurring basis throughout the year provided that the MPO is furnished by the fifteenth (15th) day of each month a detailed description of the task completed including at a minimum:

(1) The number of man-hours used to perform the task;

(2) Cost per man-hours;

(3) Any other cost associated with producing the task;

(4) An explanation of how the work produced relates to Consultant's scope of work within the MPO Metropolitan Area Boundary;

(5) Completed timesheets of the individuals working on each task that are used to seek reimbursement; and

(6) Total amount of reimbursement sought for the tasks.

Article 3.3 Funding

The Parties agree that funds from which payments under this Contract shall be made originate from federal and state grant funds, and are subject to and contingent upon continued funding. In the event said funding is discontinued, the MPO shall provide the Consultant with seven (7) days notice thereof, and the Consultant shall immediately discontinue all activities in progress pursuant to this Contract.

Article 4. Contract Amendments

Significant changes in the terms and conditions of this Contract can be made only by written amendment executed by the Parties prior to the changes being made.

Article 5. Additional Work

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of Services and constitutes additional work, the Consultant shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work *or* the MPO shall advise the Consultant not to perform the work. If the

compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the Term.

Article 6. Changes in Work

When the approved project description requires a completed work product, the MPO will review the work as specified in the approved project description. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Consultant will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article 5. If the MPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.

Article 7. Inspection of Work

The MPO, the State of Texas, and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed. If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

Article 8. Disputes

The Parties shall act in good faith to resolve any and all disputes that may arise in connection with this agreement. The Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work.

Article 9. Noncollusion

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. The Consultant shall also certify that it has not lobbied any federal officer or employee for awarding this contract pursuant to the certification as Appendix B.

Article 10. Reporting

The Consultant shall submit quarterly performance reports that provide as a minimum:

(1) A comparison of actual accomplishments to the goals established for the period;

(2) Reasons why established goals were not met, if appropriate; and

(3) Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Consultant shall submit a final report within ninety (90) days after completion of the Contract. The Consultant shall promptly advise the MPO in writing of events which have a significant impact upon the contract, including:

(1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation; and

(2) Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

Article 11. Records

The Consultant agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the Term and for three (3) years from the date of final payment under the Contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of the MPO, the State of Texas, the U.S. Department of Transportation and the Office of the Inspector General, for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 12. Subcontracts

Any subcontract for professional services rendered by individuals or organizations not a part of the Consultant's organization shall not be executed without prior authorization and approval of the subcontract by the MPO. Subcontracts in excess of twenty-five thousand dollars ($25,000) shall contain all required provisions of this Contract.

Article 13. Termination

Either Party to this Agreement may terminate this Contract in part or in whole at any time before the date of completion whenever it is determined that the other Party has failed to comply with the conditions of the Contract. The terminating Party shall give written notice to the other Party at least seven (7) days prior to the effective date of termination and specify the effective date of termination and the reason for termination. If the Parties agree that the continuation of the Contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the Parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. Upon termination of this Contract, whether for cause or at the convenience of the Parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Consultant shall, at the option of the MPO, be delivered to the MPO with no restriction on future use. The MPO shall compensate the Consultant for those eligible expenses incurred during the Term which are directly attributable to the completed portion of the Services, provided that the completed portion of the Services has been in a manner satisfactory and acceptable to the MPO. The Consultant shall not incur new obligations for the terminated portion after the effective date of termination.

Article 14. Remedies

Violation or breach of this Contract by either Party shall be grounds for termination of the Contract. This Contract shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 15. Compliance With Laws
The Consultant shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the MPO with satisfactory proof of its compliance therewith.

Article 16. Successors and Assigns
The MPO and the Consultant each binds itself, its successors, executors, assigns, and administrators to the other Party to this Contract and to the successors, executors, assigns, and administrators of such other Party in respect to all covenants of this Contract. The Parties shall not assign, sublet, or transfer any interest in this Contract without the written consent of both Parties.

Article 17. Ownership of Documents
Upon completion or termination of this Contract, all documents prepared by the Consultant or furnished to the Consultant by the MPO shall be delivered to and become the property of the MPO. All sketches, photographs, calculations, and other data prepared under this Contract shall be made available, upon request, to the MPO without restriction or limitation of further use.

Article 18. Signatory Warranty
The undersigned signatory for the Consultant hereby represents and warrants that signatory is an officer of the organization for which the signatory has executed this Contract and that the signatory has full and complete authority to enter into this Contract.

Article 19. Consultant Resources
The Consultant warrants that it presently has adequate qualified personnel in its employment for performance of the Services. Unless otherwise specified, the Consultant shall furnish all equipment, materials, and supplies required to perform the Services. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

Article 20. Equal Employment Opportunity
The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

Article 21. Nondiscrimination
During the performance of this contract, the Consultant, its assigns and successors in interest, agree as follows:

(1) *Compliance with Regulations:* The Consultant shall comply with the following regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

A. Title VI of the Civil Rights Act of 1964, as amended (42 U.S. C. 2000d-1) and 49 CFR part 21;

B. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

C. Section 110(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

D. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

E. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

F. the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

G. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

H. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

(2) *Nondiscrimination:* The Consultant, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

(4) *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Highways and Public Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Highways and Public Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) *Sanctions for Noncompliance:* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the State Department of Highways and Public Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:

A. withholding of payments to the Consultant under the Contract until the Consultant complies, or

B. cancellation, termination, or suspension of the Contract in whole or in part.

(6) *Incorporation of Provisions:* The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Article 22. Minority Business Enterprises

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this Contract as follows:

(1) The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts; and

(2) The Consultant and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of Contract and, after the notification of the MPO, may result in termination of the Contract by the MPO or other such remedy as the MPO deems appropriate.

Article 23. Delinquent Tax Certification

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the State.

Article 24. Debarment/Suspension
The MPO is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. The MPO shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulations, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds by executing the Debarment Certification at Appendix A.

Article 25. Clean Air Act: Air Pollution Prevention & Control
All State and local transportation officials will take in a 3-C planning process in nonattainment areas to determine which planning elements will be developed, adopted, and implemented to maintain or improve the air quality for said area. In non-attainment areas that include more than one state, the affected states may jointly undertake and implement air quality planning procedures. Activities not conforming to approved plans will be given to those projects or programs that achieve and maintain national primary ambient air quality standards. (49 USC, Ch. 85, Sec's 7408, 7410, 7504, 7505a, 7511, 7506(c) and (d) and 7604; 49 USC, Ch. 53, 23 USC, Sec. 134). The consultant will maintain all applicable national primary ambient air quality standards during the discharge of all work tasks as set out in this contract.

Article 26. Buy America/Cargo Preference
To the extent the requirements might apply, the Consultant agrees that it will comply with applicable Buy America requirements set forth in Section 401 of the Surface Transportation Assistance Act of 1978 (P.L. 95-599) and the Federal Transit Administration's Buy America regulations in 49 CFR 660 in this Contract. The Consultant also agrees to comply with the Cargo Preference Requirements Act set forth in 46 U.S.C. 1241 and Maritime Administration regulations set forth in 46 CFR 381 in this Contract.

Article 27. Independent Contractor
It is understood and agreed that the Consultant is to perform the Services in a sound and professional manner and exercising the degree of care, skill, and diligence in the performance of the Services as is exercised by a professional under similar circumstances and the Consultant hereby warrants to the MPO that the Services shall be so performed. Further, the Consultant is and shall be considered at all times an independent contractor under this Contract. During the performance of the Services, the Consultant and the Consultant's employees will not be considered, for any purpose, employees or agents of the MPO within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury, or taxes of any kind.

Article 28. Credit and Disclaimer Statement
Pursuant to requirements of 23 USC Section 104(f), the Consultant shall include the following Credit and Disclaimer statement verbatim in all reports produced for this Contract:

> ***"The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."***

Article 29. Miscellaneous

Any notice required by this Contract shall be deemed to be properly served, if:

(1) provided in person or by telephonic facsimile; or

(2) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described.

Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

Notice shall be given to:

For MPO: H. David Jones, Transportation Planning Director Lubbock Metropolitan Planning Organization 916 Main Street, Suite 445 Lubbock, Texas 79401 Facsimile: (806) 775-1675 **w/ copy to:** Matthew L. Wade Underwood Law Firm P.O. Box 16197 Lubbock, Texas 79490 Facsimile: (806) 793-1723	***For Consultant:*** City Secretary City of Lubbock P.O. Box 2000 Lubbock, Texas 79457 Facsimile: (806) 775-3983 **w/ copy to:** Chris Mandrell Citibus 801 Texas Ave. POB 2000 Lubbock, TX 79457 Facsimile: (806) 712-2012

Article 30. VENUE

THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS CONTRACT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS CONTRACT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

Article 31. Entire Agreement

This Contract represents the entire and sole agreement between the MPO and the Consultant with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations, or other agreements, whether written or oral. This Contract may not be modified or amended except in writing and duly executed by the Parties.

Article 32. No Joint Venture

Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership, or principal-agent relationship between the Consultant and the MPO.

Article 33. Savings Provision
If any provision of this Contract is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent of the Parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Contract, and this Contract shall continue in force and effect as if such provision had not been included in this Contract.

Article 34. No Third Party Beneficiaries
Nothing in this Contract shall be construed to provide any rights or benefits whatsoever to any party other than the MPO and the Consultant.

Article 35. Authority
The Consultant represents and warrants to the MPO that it has taken all actions necessary to authorize the signatory executing this Contract to bind, in all respects, the Consultant to all terms and provisions of this Contract and that such person possesses authority to execute this Contract and bind the Consultant hereto.

Article 36. Non-Arbitration
The Consultant 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 Consultant 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. If any conflict exists between this provision and another provision in or related to this Contract, the former shall control.

Article 37. International Warranties
The Parties warrant that each complies with Chapter 2270, Subtitle F, Title 10 of the Texas Government Code by verifying that: (1) Neither Party boycotts Israel; and, that (2) Neither Party will boycott Israel during the term of the Agreement. Additionally, the Parties recognize that Texas Senate Bill 252 prohibits the City of Lubbock from entering into a contract with a vendor that is identified by the Texas Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan, or a foreign terrorist organization.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereby execute this Contract by their duly authorized representatives on this _____ day of _____, 2020.

FOR MPO:	**FOR CONSULTANT:**
_____	_____
Jeff Griffith, Chair	Daniel M. Pope

Transportation Policy Committee
ATTEST:

Tammy Walker, MPO Secretary

AS TO CONTENT:

H. David Jones,
Transportation Planning Director

Mayor, City of Lubbock
ATTEST:

Becky Garza, City Secretary

AS TO CONTENT:

Bill Howerton,
Deputy City Manager

AS TO FORM:

Ryan Brooke,
Assistant City Attorney

EXHIBIT A: Scope of Services

Transit Services

The following items shall be included in the scope of services to be rendered by the Consultant pursuant to this Contract (the "Project"). It is understood and agreed that unless this Contract is extended by Parties, mutually and in writing, no activity or compensation therefore shall be made after September 30, 2021, and that the Project shall be completed in full before said date except as otherwise provided for in this Scope of Services.

The stated purpose of the Project is to produce new reports based on the collection of new data or update existing reports to satisfy "maintenance of eligibility" standards as required by federal agencies. Named reports include but are not limited to the following:

1. Technical Study Report (annually);
2. National Transit Database reporting and related data collection and analysis (monthly/annually);
3. Grant application preparation (as required);
4. Federal Financial Status reports (monthly);
5. Federal Milestone Status Reports (quarterly);
6. DBE program preparation and reports (annually); and
7. Safety and Security Plan update (annually).

Contingent upon funding and staff availability, this year's projects could also include the following requisite documents to support Citibus planning and compliance efforts:

> Passenger Marketing Survey – survey would seek passenger feedback on topics such as trip purpose, travel times, methods of payment, the cost of fares/passes, and utilization of Citibus services, as well as age, race, income, home language, and educational level. This information would be used for route planning and consideration of service changes, as requested by Title VI program. The Project would be completed with available staff resources.

At the conclusion of this Scope of Services, the Consultant will be able to continue to provide the technology to support long and short range planning activities including data collection and analysis, federal reporting, and demographic analysis.

All subtasks set out in this Scope of Services shall be complete on or before September 30, 2021 unless extended by the Technical Advisory Committee and approved in the following year's Unified Planning Work Program. This task and all associated sub-tasks are annual ongoing elements.

Construction and/or performance progress shall be reported monthly to the Technical Advisory Committee by the Project Manager.

The Consultant will be responsible for any and all research, investigation, and data recovery necessary to perform the described services.

The Consultant will be responsible for any and all data interpretation, compilation and entry necessary to complete this project.

The Consultant will be responsible for any survey necessary to perform the data collection, all coordination among the stakeholders, and any mobilization necessary to implement the services to be provided.

Collected data will be used by the Lubbock Metropolitan Planning Organization (LMPO) to update the Travel Demand Model, Metropolitan Transportation Plan, and the Transportation Improvement Program as required by law and policies of the various stakeholders.

APPROVED:

H. David Jones, Transportation Planning Director	Bill Howerton, Deputy City Manager

APPENDIX A: DEBARMENT CERTIFICATION
(Negotiated Contracts)

(1) City of Lubbock, as the **CONSULTANT,** 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 from covered transactions 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* 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* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default.

(2) Where the **CONSULTANT** is unable to certify to any of the statements in this certification, such **CONSULTANT** shall attach an explanation to this certification.

*Federal, State, or local

_____

Daniel M. Pope, Mayor

_____

Date

APPENDIX B: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her 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 any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(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 Consultants shall certify and disclosure accordingly.

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

_____

Daniel M. Pope, Mayor

_____

Date

Regular City Council Meeting **7. 20.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute a Senior Center Operations Contract and all related documents, with the South Plains Association of Governments (SPAG), for funds passed through the Texas Health and Human Services (HHS), to pay for operation of senior citizen program sites.

Item Summary

The City has contracted with SPAG for the AAA Direct Purchase of Services Program Grant for the past 40 years, to provide services for senior citizens through the City's five senior program sites. The City's senior program targets any citizen 60 years of age or older, to provide a hot meal, transportation, and recreational and social activities.

The City is currently under agreement with SPAG, which provides reimbursement for meals and transportation service units. This contract will provide additional operating funds due to hardships brought on by COVID-19.

Fiscal Impact

This contract will provide $4,215 per month, not to exceed a maximum of $50,580, for a 12-month period, or the expiration date of the COVID-19 Disaster Declaration by the Governor of Texas, whichever occurs first.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

20-21 SPAG Resolution Sr Ctr Operations Contract 9-22-20

20-21 SPAG Sr Ctr Operations Contract 9-22-20

SPAG Agreement

Meal Delivery Amendment

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, Senior Center Operations Contract for funds to pay for the operation of senior citizen sites, by and between the City of Lubbock and the South Plains Association of Governments, 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:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

ccdocs/RES.Senior Center Operations Contract-SPAG
9.1.20

SENIOR CENTER OPERATIONS CONTRACT

I. AUTHORITY TO CONTRACT

The authority on which this contract is based derives from the Older Americans Act (OAA), as amended, and its regulations; HHS regulations on Administration of Grants; Title 45 Code of Federal Regulations (CFR), Part 75; Title 45 CFR, Part 92; Title 45 CFR, Part 91; the Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning; and all applicable Texas Health and Human Services (HHS) and Area Agencies on Aging (AAA) Rules as published in the Texas Administrative Code (TAC) under Chapters 81, 83, and 85 (Title 40 Part 1, Texas Administrative Code); and, all state and local laws as pertains to this contract and its attachments.

II. CONTRACTING PARTIES

This contract is between the **South Plains Association of Governments**, hereinafter referred to as AGENCY, and **City of Lubbock**, hereinafter referred to as Vendor. Whereas the State of Texas, acting through the Texas Health and Human Services (HHS), has designated the South Plains Association of Governments to act as the Area Agency on Aging (AAA), and whereas the AAA is the designated authority under the OAA to administer OAA funds, the AGENCY and the VENDOR hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations set forth herein and to performance and accomplishment of the tasks hereinafter described.

III. CONTRACT PERIOD

This agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of the contract will begin on April 1, 2020, and end on March 31, 2021 or the date that the COVID Disaster declared by the Governor of Texas is allowed to expire, whichever occurs first. The amount of the contract is **$4,215.00** federal dollars per month and not to exceed a maximum of **$50,580.00** for the contract period.

IV. CONTRACT EXTENSIONS

The parties to this contract may, by mutual agreement, extend this contract for a specified period. Any extension shall be in writing, with specific reference to this contract, and shall be subject to all of the terms and conditions of this contract and made a part thereof for all purposes.

V. AMENDMENTS TO THE CONTRACT

This agreement may be amended in writing upon mutual agreement by both parties or when dictated by implementation of laws and rules becoming effective within the contract period as pertains to the scope of this contract and its attachments. Amendment to this contract is also made upon submission to and approval by the AGENCY of an amended budget.

VI. CONTRACT PURPOSE

The purpose of this contract is to provide funds to pay for the operation of the senior citizen site. These funds are to be utilized for the expense of utilities, rent, salary, and indirect cost.

VII. DEFINITION OF SENIOR CENTER OPERATIONS

The operation of community facilities where older individuals meet together to pursue mutual interests, receive services and/or take part in activities which will enhance their quality of life, support their independence, and encourage their continued to involvement in and with the community.

VIII. CONTRACT GOAL

The goal of this contract is to provide funding for the daily cost of the operations at the Senior Citizen site to ensure that participants will have a community facility to assemble.

IX. FUNDING OBLIGATIONS

The VENDOR acknowledges the AGENCY'S obligation hereunder for payment, in consideration of full and satisfactory performance of activities described in this contract, is limited to monies received from the Texas Health and Human Services (HHS), the State of Texas, and any other originating funding source.

The AGENCY shall not be liable to the VENDOR for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to, terms governing the VENDOR'S promised performance and unit rates and/or reimbursement capitations specified.

The AGENCY shall not be liable to the VENDOR for any expenditures which are not allowable costs as defined in the CFR, Title 45, Parts 75 and 92, as amended, or which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by the AGENCY.

The AGENCY shall not be liable to the VENDOR for expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of the AGENCY rules, UGMS, or this contract.

XIV. ACCEPTANCE OF CONTRACT

I, the undersigned, certify that I have read and understand the terms of this contract and that this agency will abide by them. I further certify that I am authorized to sign for the VENDOR agency.

	South Plains Association of Governments
Legal Name of Contracted Provider	Name of Area Agency on Aging
Signature	Signature
	Tim C. Pierce
Printed/Typed Name of Signer	Printed/Typed Name of Signer
	April 1, 2020
Date	Date

The South Plains Association of Governments Area Agency on Aging
Direct Purchase of Service
Fiscal Year 2020 Subrecipient Application/Renewal Update

Please type or clearly print application information.

City of Lubbock
Subrecipient Name/Legal Entity

DBA (if applicable)

Physical Address: 2001 19th Street (Lubbock Adult Activity Center) Parks Administration, 1611 40th Street, Lubbock, TX 79401	
Mailing Address (complete even if same as above): PO Box 2000, Lubbock TX 79457	
Tax Identification Number (SSN or Federal ID): 1756000 5906	Fax Number (including area code): 806-775-2686
Type of Provider (check one): ☐ Governmental Agency ☐ Private Non-Profit ☐ Private For Profit ☒ City Government ☐ County Government ☐ Other:	
Authorizing Official: Daniel M. Pope	Title: Mayor
Email Address: dpope@mylubbock.us	Telephone: 806-775-2050
Billing Contact Person and billing address: Johnny McLellan, City of Lubbock, PO Box 2000, Lubbock TX 79457	Title: Recreation Services Manager
Email Address: jmclellan@mylubbock.us	Telephone: 806-775-2678
Number of Years Organization has been in business: 40 Years	Is Organization Bonded? *(Attach certificate of bonding insurance)* ☐ Yes ☒ No
Has anyone involved in the direct provision of client services been convicted of a felony (In-home Services only)? ***Not Applicable*** ■ Yes ■ No	If Yes, Explain: ***Not Applicable***
Does Organization have liability insurance? *(Attach certificate of all insurances)* ☒ Yes ☐ No	**Attach a copy of all applicable State and Federal licenses and /or certifications for your business.**
Conflicts of Interest: Attach information of applicable names and relationship of any employee(s) or officers of your organization that may have a conflict of interest with the South Plains Association of Governments Area Agency on Aging staff person or Advisory Council member.	

Service and Bidding Information:

1; A. Proposed Service:

Congregate Meals

B. Service Area:

CITY OF LUBBOCK

C. Proposed HHS OAAA cost per unit: $ 7.73

Whole cost per unit: $ 8.51

2. A. Proposed Service:

Home Delivered Meals

B. Service Area:

N/A

C. Proposed HHS OAAA cost per unit: $ -

Whole cost per unit: $ -

3. A. Proposed Service:

Transportation

B. Service Area:

CITY OF LUBBOCK

C. Proposed HHS OAAA cost per unit: $ 9.47

Whole cost per unit: $ 10.52

4. A. Proposed Service:

N/A

B. Service Area:

N/A

C. Proposed HHS OAAA cost per unit: $ -

Whole cost per unit: $ -

Signature:

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

Printed Name

Authorized Signature

September 24, 2019

Date

Attest:	Approved as to Content:	Approved as to Form:
Rebecca Garza City Secretary	Bridget Faulkenberry Parks and Recreation Director	Ryan Brooke Assistant City Attorney

City of Lubbock TEXAS

CERTIFICATE OF SELF-INSURANCE

The undersigned officer of the City of Lubbock, Texas, a Texas home rule municipality, hereby certifies that the City of Lubbock has a $500,000.00 self-insured retention for Automobile and General Liability in accordance with the laws of the State of Texas. The City of Lubbock has a policy that covers Property/Bodily Injury over $500,000.00 per occurrence with One Beacon America Insurance Company under policy #791-00-02-30-0009 which expires on 10/01/20. The current net asset balance of the self-insurance fund is $8,842,285. The existing cash asset balance is $13,539,441 as of the date stated below.

By: _____
Lainey Morrison
Risk Manager

Date: September 30, 2019

City of Lubbock TEXAS
PARKS AND RECREATION

DATE October 1, 2019

TO South Plains Association of Government

FROM City of Lubbock – Senior Center Programs

SUBJECT FY 2019-20 Operating Hours and Holidays for SPAG Grant

Name of Sites	Number of Serving Days	Days and Hours of Operation
Lubbock Adult Activity Center	252	M-F 8:00 am - 5:00 pm
Rawlings Community Center	252	M-F 8:30 am - 4:00 pm
Simmons Adult Activity Center	252	M-F 8:30 am - 4:00 pm
Trejo Supercenter	252	M-F 8:30 am - 4:00 pm
Homestead Senior Program	252	M-F 10:30 am - 1:30 pm

Holidays Observed	Dates Observed
Thanksgiving Day	November 28, 2019
Day After Thanksgiving	November 29, 2019
Christmas Eve	December 24, 2019
Christmas Day	December 25, 2019
New Year's Day	January 1, 2020
Martin Luther King, Jr. Day	January 20, 2020
Good Friday	April 10, 2020
Memorial Day	May 25, 2020
4th of July	July 3, 2020
Labor Day	September 7, 2020

SOUTH PLAINS ASSOCIATION OF GOVERNMENTS
AREA AGENCY ON AGING
SUBRECIPIENT AGREEMENT

City of Lubbock, hereinafter referred to as Subrecipient, and **South Plains Association of Governments Area Agency on Aging** (AAA) do hereby agree to provide services effective beginning October 1, 2019, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Health and Human Services Commission (HHSC), the AAA Direct Purchase of Services program and the stated Scope of Services.

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

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

1. SCOPE OF SERVICES

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

   Service:
   CONGREGATE MEALS
   TRANSPORTATION

   Service Definition:
   CONGREGATE MEAL - A hot or other appropriate meal served to an eligible older individual which meets 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals. There are two types of congregate meals:
   - Standard meal - A regular meal from the standard menu that is served to the majority or all of the participants.
   - Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding).

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

- Demand/Response - transportation designed to carry older individuals from specific origin to specific destination upon request. Older individuals request the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.
- Fixed Route - transportation service that operates in a predetermined route that has permanent transit stops, which are clearly marked with route numbers and departure schedules. The fixed-route does not vary and the provider strives to reach each transit stop at the scheduled time. The older individual does not reserve a ride as in a demand-response system; the individual simply goes to the designated location and at the designated time to gain access to the transit system.

Unit Definition:
CONGREGATE MEALS: One Meal
TRANSPORTATION – Demand/Response: One One-way Trip

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

City of Lubbock

All Texas Administrative Code standards are located at the Texas Secretary of State website: http://texreg.sos.state.tx.us/public/readtac$ext.viewtac.

All Older Americans Act and other required rules and regulations are located at: https://www.acl.gov/node/75.

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

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate	$7.73	N/A	N/A
Transportation – D/R	$9.47	N/A	N/A

2. TERMS OF AGREEMENT

A. The Subrecipient agrees to:

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

B. The Subrecipient further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of **30** days advance written notice.

2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
3. Subrecipient is an independent provider, NOT an agent of the AAA. Thus, the Subrecipient indemnifies, saves and holds harmless the South Plains Association of Governments AAA against expense or liability of any kind arising out of service delivery performed by the Subrecipient. Subrecipient must immediately notify the AAA if the Subrecipient becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.
4. Employees of the Subrecipient will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

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

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

3. ASSURANCES

The Subrecipient shall comply with:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et.seq.*)
B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
G. Drug Free Workplace Act of 1988
H. Texas Senate Bill 1 - 1991, as applicable
I. HHSC administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement

J. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect
K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
L. HHSC Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs

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

5. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2019.

Authorized Subrecipient Signature

Daniel M. Pope
Print Name

MAYOR
Title

September 24, 2019
Date

Authorized Signature

South Plains Association of Governments
(Agency)

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

Lubbock, Texas 79452
(City, State, Zip)

September 30, 2019
(Date)

Attest:	Approved as to Content:	Approved as to Form:
Rebecca Garza City Secretary	Bridget Faulkenberry Parks and Recreation Director	Ryan Brooke Assistant City Attorney

ASSURANCES ATTACHMENT

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d), which prohibits any person from being excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance.

B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101), which prohibits a covered entity from discriminating against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §6101-6107), prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

E. Food Stamp Act of 1977 (7 U.S.C. §200), whose purpose is to strengthen the agricultural economy; to help to achieve a fuller and more effective use of food abundances; to provide for improved levels of nutrition among low-income households through a cooperative Federal-State program of food assistance to be operated through normal channels of trade; and for other purposes.

F. Drug Free Workplace Act of 1988, which requires that all organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace.

G. Texas Senate Bill 1 - 1991, as applicable, which refers to proper reporting of contributions as addressed in OAA §315 and TAC, Title 40, §85.201.

FOCAL POINTS FOR
THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS REGION
AREA AGENCY ON AGING
FY 2019-2020

CENTER:	**Bailey County Commissioners Court (A-020)**
DIRECTOR:	**Judy Coffman**
BOOKKEEPER:	**Judy Coffman**
ADDRESS:	300 South First Street Room 110
CITY:	Muleshoe, Texas 79347 **Fax: (806) 272-4656**
PHONE:	**(806) 272-3647 E-mail: jcoffman@co.bailey.tx.us**
DAYS & HRS. OPEN:	Mon.-Thur. 8:30-12:00, 1:00-5:00; Fri. 8:00-1:00
SERVICES:	**TRANS.**
COUNTY:	Bailey

CENTER:	**Bailey County Senior Citizens Assoc., Inc. (A-007)**
DIRECTOR:	**Carolyn Johnson**
ASSISTANT:	**Kaci Lee**
ADDRESS:	319 S. Main St / PO Box 292
CITY:	Muleshoe, Texas 79347
PHONE:	**(806) 272-4969 E-mail: muleshoeseniors@outlook.com**
DAYS & HRS. OPEN:	**Mon. – Fri.** 8:00 – 4:00 **Fax: (806) 272-4460**
SERVICES:	**CONG.**
COUNTY:	Bailey

CENTER:	**Cochran Co. Senior Citizens Assoc., Inc. (A-045)**
DIRECTOR:	**Reynalda Alvarado**
BOOKKEEPER:	**Reynalda Alvarado**
ADDRESS:	120 W. Wilson
CITY:	Morton, Texas 79346
PHONE:	**(806) 266-5121 E-mail: ccscigriffith@gmail.com**
DAYS & HRS. OPEN:	Mon. – Fri. 8-3:00 **Fax #: 266-9027**
SERVICES:	**CONG., TRANS.**
COUNTY:	Cochran

CENTER:	**Crosby Co. Senior Citizens Assoc., Inc. (A-050)**
DIRECTOR:	**Lenette Fowler**
ASSISTANT:	**Patsy Weems**
ADDRESS:	119 North Berkshire
CITY:	Crosbyton, Texas 79322
PHONE:	**(806) 675-2107 E-mail: 119ccsc@gmail.com**
DAYS & HRS. OPEN:	Mon. – Fri. 8-3
SERVICES:	**CONG., H.D.**
COUNTY:	Crosby

CENTER:	**Garza County Trailblazers, Inc. (A-070)**
DIRECTOR:	**JoAnn Rathbun**
BOOKKEEPER:	**LaGayluah McReynolds**
ADDRESS:	205 E. 10th
CITY:	Post, Texas 79356
PHONE:	**(806) 495-2998 E-mail:garzatrailblazers@yahoo.com**
DAYS & HRS. OPEN:	Mon. – Fri. 8-1
SERVICES:	**CONG., H.D.**
COUNTY:	Garza

CENTER:	**Hale Center Senior Citizens Assoc., Inc. (A-075)**
DIRECTOR:	**Karen Boyce**
ASSISTANT:	**Dee Rice**
ADDRESS:	P.O. Box 205 (416 West 2nd St.)
CITY:	Hale Center, Texas 79041
PHONE:	**(806) 839-2428 E-mail: hcsrcenter@sbcglobal.net**
DAYS & HRS. OPEN:	Mon. – Fri. 8-3
SERVICES:	**CONG., H.D., TRANS.**
COUNTY:	Hale

CENTER:	**Hockley County Senior Citizens Assoc., Inc. (A-085)**
DIRECTOR:	**Shelly Baigen**
ASSISTANT:	**Rica Sanchez**
ADDRESS:	1202 Houston
CITY:	Levelland, Texas 79336
PHONE:	**(806) 894-2228 E-mail: hcsca@aol.com**
DAYS & HRS. OPEN:	Mon. – Fri. 8-4:00
SERVICES:	**CONG., H.D., TRANS.**
COUNTY:	Hockley

CENTER: **Lorenzo Senior Citizens Assoc., Inc.** **(A-095)**
DIRECTOR: **Denice Sellers**
ADDRESS: P.O. Box 571 (606 6th St.)
CITY: Lorenzo, Texas 79343
PHONE: **(806) 634-5957** **E-mail:** **lorenzosca@windstream.net**
DAYS & HRS. OPEN: Mon. – Fri. 8-2
SERVICES: **CONG., H.D.**
COUNTY: Crosby

CENTER: **Lubbock - City of Lubbock** **(A-100)**
DIRECTOR: **Johnny McLellan**, Supervisor: **775-2678**
Paula Brown, 767-2710
ADDRESS: P.O. Box 2000 (1010 9th St.)
CITY: Lubbock, Texas 79457
PHONE: **(806) 775-2678**
E-mail: **jmclellan@mail.ci.lubbock.tx.us**
pjbrown@mylubbock.us
DAYS & HRS. OPEN: Mon. – Fri. 8-5 **Fax: 775-2686**
SERVICES: **CONG., TRANS.**
COUNTY: Lubbock
Mae Simmons – 767-2708, Alvin Hargers (2004 Oak Avenue 79404),
Copper Rawlings – 767-2704, Herminia Martinez (213 40th Street 79404), (40th & Ave. B),
Maggie Trejo – 767-2705, Cecilia Gonzalez (3200 Amherst 79415),
Homestead - 687-7898, Paula Brown (5401 56th Street 79414);
Lubbock Senior Center – 767-2710, Paula Brown (2001 19th Street, 79401) FAX 765-0820
Gloria Gutierrez Transportation Director

CENTER: **Lynn County Pioneers** **(A-110)**
DIRECTOR: **Sandra Norwood**
BOOKKEEPER: **Sandra Norwood**
ADDRESS: P.O. Box 223 (1600 S. 3rd St.)
CITY: Tahoka, Texas 79373
PHONE: **(806) 561-5264** **E-mail:** **lynncopioneers@gmail.com**
DAYS & HRS. OPEN: Mon. – Fri. 9-3 **Fax: 561-5571**
SERVICES: **CONG., H.D.**
COUNTY: Lynn

CENTER:	**Senior Citizens Assoc. of S. Dickens County (A-130)**
DIRECTOR:	**Linda Alexander**
BOOKKEEPER:	**Jean Hoover**
ADDRESS:	210 Burlington
CITY:	Spur, Texas 79370
PHONE:	**(806) 271-4472** **E-mail: sscaosdc@caprock-spur.com**
DAYS & HRS. OPEN:	Mon. – Fri. 8-3
SERVICES:	**CONG., H.D.**
COUNTY:	Dickens

CENTER:	**Slaton Senior Citizens Assoc., Inc. (A-135)**
DIRECTOR:	**Nita Williams**
BOOKKEEPER:	**Nita Williams**
ADDRESS:	230 West Lynn
CITY:	Slaton, Texas 79364
PHONE:	**(806) 828-3784** **E-mail: slatonseniors@door.net**
DAYS & HRS. OPEN:	Mon. – Fri. 8-4 Cell # (972) 741-9145
SERVICES:	**CONG., H.D.**
COUNTY:	Lubbock

CENTER:	**Yoakum County Senior Citizens Assoc., Inc. (A-150)**
DIRECTOR:	**Becky Riley**
ASSISTANT:	**Amber Cline**
BOOKKEEPER:	**Shelia Hinson**
ADDRESS:	709 W. Broadway (Mail Only to Box 519)
CITY:	Denver City, Texas 79323
PHONE:	**(806) 592-8000** **E-mail: - ycsc60@windstream.net**
Fax:	**(806) 592-2835**
DAYS & HRS. OPEN:	Mon. – Fri. 9-3
SERVICES:	**CONG., H.D.**
COUNTY:	Yoakum

LEGEND

CONG. – Congregate Meals (on-site)
H.D. - Home Delivered Meals
TRAN. - Transportation Service

DATA USE AGREEMENT
BETWEEN THE
SOUTH PLAINS ASSOCIATION OF GOVERNMENTS
AND
CITY OF LUBBOCK ("SUBRECIPIENT")

This Data Use Agreement ("DUA"), effective as of the Subrecipient agreement ("Effective Date"), is entered into by and between the SOUTH PLAINS ASSOCIATION OF GOVERNMENTS (SPAG) and CITY OF LUBBOCK ("SUBRECIPIENT"), and incorporated into the terms of the following Subrecipient agreement, in Lubbock County, Texas:

83124-20-A100 – Direct Purchase of Nutrition and Transportation Services Agreement

ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with SUBRECIPIENT, and describe SUBRECIPIENT's rights and obligations with respect to the Confidential Information and the limited purposes for which this SUBRECIPIENT may create, receive, maintain, use, disclose or have access to CONFIDENTAIL INFORMATION. **45 CFR 164.504(e)(1)-(3).** This DUA also describes SPAG's remedies in the event of SUBRECIPIENT's noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and subrecipients who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of SPAG, its programs or clients as described in the Subrecipient agreement.

As of the Effective Date of this DUA, if any provision of the Subrecipient agreement, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls. This DUA is intended to apply only to Confidential Information that SUBRECIPIENT handles in performing services provided under the Subrecipient agreement.

ARTICLE 2. DEFINITIONS

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. § 1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552,and Texas Government Code § 2054.1125. In addition, the following terms in this DUA are defined as follows:

"Authorized Purpose" means the specific purpose or purposes described in the Scope of Work of the Subrecipient agreement for SUBRECIPIENT to fulfill its obligations under the Subrecipient agreement, or any other purpose expressly authorized by SPAG in writing in advance.

"**Authorized User**" means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom SUBRECIPIENT warrants and represents has a demonstrable need to create, receive, maintain, sue disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

"**Confidential Information**" means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to SUBRECIPIENT or that SUBRECIPIENT may create, receive, maintain, use, disclose or have access to on behalf of SPAG that consists of or includes any or all of the following:

(1) Client Information;

(2) Protected Health Information (PHI) in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;

(3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;

(4) Federal Tax Information;

(5) Personally Identifiable Information;

(6) Social Security Administration Data, including, without limitation, Medicaid information;

(7) All privileged work product;

(8) All information designated as confidential under the constitution and law dog the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

"**Locally Authorized Representative**" of the Individual, as defined by Texas Law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Texas Occupations Code § 151.002(6); Texas Health & Safety Code § 166.164; Estates Code Ch. 752 and Texas Prob. Code §3.

ARTICLE 3. SUBRECIPIENT'S DUTIES REGARDING CONFIDENTIAL INFORMATION

Section 3.01 ***Obligations of SUBRECIPIENT***

SUBRECIPIENT agrees that:

(A) SUBRECIPIENT will exercise reasonable care and no less than the same degree of care SUBRECIPIENT uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. ***45 CFR 164.502(b)(1); 45 CFR 164.514(d)***

(B) SUBRECIPIENT will not, without SPAG's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or any other entity, other than Authorized User's Workforce or Subcontractors of SUBRECIPIENT who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to SUBRECIPIENT'S management, to carry out the Authorized Purpose or as Required by Law.

SPAG, at its election, may assist SUBRECIPIENT in training and education on specific or unique SPAG processes, systems and/or requirements. SUBRECIPIENT will produce evidence of completed training to SPAG upon request. ***45 C.F.R. 164.308(a)(5)(1); Texas Health Safety Code §181.101***

(C) SUBRECIPIENT will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Subrecipient agreement or applicable law. SUBRECIPIENT will maintain evidence of sanctions and produce it to SPAG upon request. ***45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b);164.530(b)(1)***

(D) SUBRECIPIENT will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either SPAG or SUBRECIPIENT's own legal counsel to determine whether SUBRECIPIENT should object to the disclosure or access and seek appropriate relief. SUBRECIPIENT will maintain an accounting of all such requests for disclosure and responses and provide such accounting to SPAG within 48 hours of SPAG's request. ***45 CFR 164.504(e)(2)(ii)(A)***

(E) SUBRECIPIENT will not attempt to re-identify or further identify Confidential Information
or De-identified Information, or attempt to contact any individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from SPAG or as expressly permitted by this Subrecipient agreement. ***45 CFR 164.502(d)(2)(i) and (ii)*** SUBRECIPIENT will not engage in prohibited marketing or sale of Confidential Information. ***45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002***

(F) SUBRECIPIENT will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use , disclose, have access to or transmit Confidential Information, on behalf of SUBRECIPIENT without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; ***45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)***

(G) SUBRECIPIENT is directly responsible for compliance with and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent authorized use. ***45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.***

(H) If SUBRECIPIENT maintains PHI in a Designated Record Set, SUBRECIPIENT will make PHI available to SPAG in a Designated Record Set or, as directed by SPAG, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. SUBRECIPIENT will make other Confidential Information in SUBRECIPIENT's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. ***45 CFR 164.524 and 164.504(e)(2)(ii)(E)***

(I) SUBRECIPIENT will make PHI as required by HIPAA available for amendment and incorporate any amendments to this information that SPAG directs or agrees to pursuant to the HIPAA. ***45 CFR 164.504(e)(2)(ii)(E) and (F)***

(J) SUBRECIPIENT will document and make available to SPAG the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. ***45 CFR 164.504(e)(2)(ii)(G) and 164.528***

(K) If SUBRECIPIENT receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with HIPAA Privacy Regulations. SUBRECIPIENT will maintain an accounting of all responses to request for access to or amendment of PHI and provide it to SPAG within 48 hours of SPAG's request. ***45 CFR 164.504(e)(2)***

(L) SUBRECIPIENT will provide, and will cause its Subcontractors and agents to provide, to SPAG periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. ***45 CFR 164.308; 164.530(c); 1 TAC 202***

(M) Except as otherwise limited by this DUA, the Subrecipient agreement, or law applicable to the Confidential Information, SUBRECIPIENT may use or disclose PHI for the proper management and administration of SUBRECIPIENT or to carry out SUBRECIPIENT's legal responsibilities if: ***45 CFR 164.504(e)(ii)(1)(A)***

(1) Disclosure is Required by Law, provided that SUBRECIPIENT complies with Section 3.01(D);

(2) SUBRECIPIENT obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify SUBRECIPIENT in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. ***45 CFR 164.504(e)(4)(ii)(B)***

(N) Except as otherwise limited by this DUA, SUBRECIPIENT will, if requested by SPAG, use PHI to provide data aggregation services to SPAG, as that term is defined in the HIPAA. *45* C.F.R. § 164.501 and permitted by HIPAA. ***45 CFR 164.504(e)(2)(i)(B)***

(O) SUBRECIPIENT will, on the termination or expiration of this DUA or the Subrecipient agreement, at its expense, return to SPAG or Destroy, at SPAG's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from SPAG or created or maintained by SUBRECIPIENT or any of SUBRECIPIENT's agents or Subcontractors on SPAG's behalf if that data contains Confidential Information. SUBRECIPIENT will certify in writing to SPAG that all the

Confidential Information that has been created, received, maintained, used by or disclosed to SUBRECIPIENT, has been Destroyed or returned to SPAG, and that SUBRECIPIENT and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, SUBRECIPIENT acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or SPAG record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, SUBRECIPIENT will immediately notify SPAG of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as SUBRECIPIENT maintains such Confidential Information. ***45 CFR 164.504(e)(2)(ii)(J)***

(P) SUBRECIPIENT will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information uses. ***45 CFR 164.306; 164.530(c)***

(Q) If SUBRECIPIENT accesses, transmits, stores, and/or maintains Confidential Information, SUBRECIPIENT will complete and return to SPAG at aaareports@spag.org the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which SUBRECIPIENT must comply to protect SPAG Confidential Information. SUBRECIPIENT, will comply with periodic security controls compliance assessment and monitoring by SPAG as required by state and federal law, based on the type of Confidential Information SUBRECIPIENT creates, receives maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. SUBRECIPIENT's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. SUBRECIPIENT will update its security controls assessment whenever there are significant changes in security controls for SPAG Confidential Information and will provide the updated document to SPAG. SPAG also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. ***45 CFR 164.306***

(R) SUBRECIPIENT will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as SUBRECIPIENT has such Confidential Information in its actual or constructive possession. ***45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530 (c) (privacy safeguards)***

(S) SUBRECIPIENT will designate and identify, subject to SPAG approval, a Person or Persons, as Privacy Official ***45 CFR 164.530 (a)(1)*** and Information Security Official, each of whom is authorized to act on behalf of SUBRECIPIENT and is responsible for the development and implementation of the privacy and security requirements in this DUA. SUBRECIPIENT will provide name and current address, phone number and e-mail address for such designated officials to SPAG upon execution of this DUA and prior to any change. ***45 CFR 164.308(a)(2)***

(T) SUBRECIPIENT represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent

necessary to accomplish the Authorized Purpose pursuant to this DUA and the Subrecipient agreement, and further that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. ***45 CFR 164.502; 164.514(d)***

(U) SUBRECIPIENT and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to SPAG, as directed, upon request.

(V) SUBRECIPIENT will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. ***45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)***

(W) SUBRECIPIENT will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by SUBRECIPIENT on behalf of SPAG for SPAG's review and approval within 30 days of execution of this DUA and upon request by SPAG the following business day or other agreed upon time frame. ***45 CFR 164.308; 164.514(d)***

(X) SUBRECIPIENT will make available to SPAG any information SPAG requires to fulfill SPAG's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. SUBRECIPIENT will provide such information in a time and manner reasonably agreed upon or as designated by HHS, or other federal or state law. ***45 CFR 164.504(e)(2)(i)(1)***

(Y) SUBRECIPIENT will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information *in motion* includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. Confidential Information *at rest* requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to SPAG no later than 48 hours after SPAG's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of Confidential Information is a means of security. With respect to de-identification of PHI "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. ***45 CFR 164.312; 164.530(d)***

(Z) SUBRECIPIENT will comply with the following laws and standards ***if applicable to the type of Confidential Information and Subrecipient's Authorized Purpose:***

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);

- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific SPAG program area that SUBRECIPIENT supports on behalf of SPAG.

ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

Section 4.01. ***Breach or Event Notification to SPAG. 45 CFR 164.400-414***

(A) SUBRECIPIENT will cooperate fully with SPAG in investigating, mitigating to the extent practical and issuing notifications directed by SPAG, for any Event or Breach of Confidential Information to the extent and in the manner determined by SPAG.

(B) SUBRECIPIENT'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to SPAG's satisfaction (the "incident response period"). ***45 CFR 164.404***

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery ***or in a timeframe otherwise approved by SPAG in writing,*** initially report to SPAG Administration via email at: aaareports@spag.org; and ***IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.***

b. Report all information reasonably available to SUBRECIPIENT about the Event or Breach of the privacy or security of Confidential Information. ***45 CFR 164.410***

c. Name, and provide contact information to SPAG for, SUBRECIPIENT's single point of contact who will communicate with SPAG both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by SUBRECIPIENT of an Event or Breach

of Confidential Information, **provide** formal notification to the SPAG, including all reasonably available information about the Event or Breach, and SUBRECIPIENT's investigation, including without limitation and to the extent available: ***For (a) – (m) below: 45 CFR 164.400-414***

a. The date the Event or Breach occurred;

b. The date of SUBRECIPIENT's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of SUBRECIPIENT's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by SUBRECIPIENT at that time;

g. SUBRECIPIENT's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for SPAG approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. SUBRECIPIENT's recommendation for SPAG's approval as to the steps Individuals and/or SUBRECIPIENT on behalf of individuals, should take to protect the Individuals from potential harm, including without limitation SUBRECIPIENT's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps SUBRECIPIENT has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The step SUBRECIPIENT has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for SUBRECIPIENT to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by SPAG, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that SPAG requests following Discovery.

Section 4.02 ***Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530***

(A) SUBRECIPIENT will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond and

report as required to and by SPAG for incident response purposes and for purposes of SPAG's compliance with report and notification requirements, to the satisfaction of SPAG.

(B) SUBRECIPIENT will complete or participate in a risk assessment as directed by SPAG following an Event or Breach, and provide the final assessment, corrective actions and mitigations to SPAG for review and approval.

(C) SUBRECIPIENT will fully cooperate with SPAG to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) SUBRECIPIENT will fully cooperate with SPAG's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by SPAG in a Corrective Action Plan if directed by SPAG under the Subrecipient agreement.

Section 4.03 ***Breach Notification to Individuals and Reporting to Authorities, Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)***

(A) SPAG may direct SUBRECIPIENT to provide Breach notification to Individuals, regulators or third-parties, as specified by SPAG following a Breach.

(B) SUBRECIPIENT must obtain SPAG's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in SUBRECIPIENT's name and on SUBRECIPIENT's letterhead, unless otherwise directed by SPAG, and will contain contact information, including the name and title of SUBRECIPIENT's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) SUBRECIPIENT will provide SPAG with copies of distributed and approved communications.

(D) SUBRECIPIENT will have the burden of demonstrating to the satisfaction of SPAG that any notification required by SPAG was timely made. If there are delays outside of SUBRECIPIENT's control, SUBRECIPIENT will provide written documentation of the reasons for the delay.

(E) If SPAG delegates notice requirements to SUBRECIPIENT, SPAG shall, in the time and manner reasonably requested by SUBRECIPIENT, cooperate and assist with SUBRECIPIENT's information requests in order to make such notifications and reports.

ARTICLE 5. SCOPE OF WORK

Scope of Work means the services and deliverables to be performed or provided by SUBRECIPIENT, or on behalf of SUBRECIPIENT by its Subcontractors or agents for SPAG that are described in detail in the Subrecipient agreement. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

Section 6.01 ***Ownership of Confidential Information***

SUBRECIPIENT acknowledges and agrees that the Confidential Information is and will remain the property of SPAG. SUBRECIPIENT agrees it acquires no title or rights to the Confidential Information.

Section 6.02 ***SPAG Commitment and Obligations***

SPAG will not request SUBRECIPIENT to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by SPAG.

Section 6.03 ***SPAG Right to Inspection***

At any time upon reasonable notice to SUBRECIPIENT, or if SPAG determines that SUBRECIPIENT has violated this DUA, SPAG, directly or through its agent, will have the right to inspect the facilities, systems, books and records of SUBRECIPIENT to monitor compliance with this DUA.

Section 6.04 ***Term; Termination of DUA; Survival***

This DUA will be effective on the date on which SUBRECIPIENT executes the DUA, and will terminate upon termination of the Subrecipient agreement and as set forth herein. If the Subrecipient agreement is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) SPAG may immediately terminate this DUA and Subrecipient agreement upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve SUBRECIPIENT of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by SPAG.

(C) If SPAG determines that SUBRECIPIENT has violated a material term of this DUA; SPAG may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Subrecipient agreement; or

2. Require SUBRECIPIENT to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as SPAG may determine necessary to maintain compliance with this DUA; or

3. Provide SUBRECIPIENT with a reasonable period to cure the violation as determined by SPAG; or

4. Terminate the DUA and Subrecipient agreement immediately, and seek relief in a court of competent jurisdiction in Lubbock County, Texas.

Before exercising any of these options, SPAG will provide written notice to SUBRECIPIENT describing the violation and the action it intends to take.

(D) If neither termination nor cure is feasible, SPAG shall report the violation to HHS.

(E) The duties of SUBRECIPIENT or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to SPAG, as required by this DUA.

Section 6.05 ***Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Lubbock County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

Section 6.06 ***Injunctive Relief***

(A) SUBRECIPIENT acknowledges and agrees that SPAG may suffer irreparable injury if SUBRECIPIENT or its Subcontractor fail to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) SUBRECIPIENT further agrees that monetary damages may be inadequate to compensate SPAG for SUBRECIPIENT's or its Subcontractor's failure to comply. Accordingly, SUBRECIPIENT agrees that SPAG will, in addition to any other remedies available to it by law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

Section 6.07 ***Insurance***

(A) SUBRECIPIENT represents and warrants that it maintains either self-insurance or commercial insurance with policy limits sufficient to cover any liability arising from any acts or omissions by SUBRECIPIENT or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce under this DUA. SUBRECIPIENT warrants that SPAG will be a loss payee and beneficiary for any such claims.

(B) SUBRECIPIENT will provide SPAG with written proof that required insurance coverage is in effect, at the request of SPAG.

Section 6.08 ***Fees and Costs***

Except as otherwise specified in this DUA or the Subrecipient agreement, including but not limited to requirements to insure and/or indemnify SPAG, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

Section 6.09 ***Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Subrecipient agreement and, together with the Subrecipient agreement, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

Section 6.10 ***Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on SPAG and/or SUBRECIPIENT remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits SPAG and SUBRECIPIENT to comply with HIPAA or any other law applicable to Confidential Information.

ARTICLE 7. AUTHORITY TO EXECUTE

The Parties have executed this DUA in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

IN WITNESS HEREOF, SPAG and SUBRECIPIENT have each caused his DUA to be signed and delivered by its daily authorized representative.

SOUTH PLAINS ASSOCIATION OF GOVERNMENTS
AREA AGENCY ON AGING

BY: _____

NAME: Tim C. Pierce

TITLE: Executive Director

DATE: 7/11/19

SUBRECIPIENT

BY: _____

NAME: Daniel M. Pope

TITLE: MAYOR

DATE: September 24, 2019

Attest:	Approved as to Content:	Approved as to Form:
Rebecca Garza City Secretary	Bridget Faulkenberry Parks and Recreation Director	Ryan Brooke Assistant City Attorney

Certification Regarding Debarment

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

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

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

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

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential subrecipient/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Health and Human Services may pursue available remedies, including suspension and/or debarment.

2. The potential subrecipient/grantee shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential subrecipient/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract", "debarred", "suspended", "ineligible", "participant', "person", "principal", "proposal" and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.

4. The potential subrecipient/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of

Agriculture or other federal department or agency, and/or the Texas Health and Human Services, as applicable.

Do you have or do you anticipate having sub-subrecipients/sub-grantees under this proposed contract? ___X___ **YES** _____ **NO**

5. The potential subrecipient/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.

6. A subrecipient/grantee may rely upon a certification of a potential sub-subrecipient/sub-grantee that is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless the subrecipient/grantee knows that the certification is erroneous. A subrecipient/grantee must, at a minimum, obtain certifications from its covered sub-subrecipients/sub-grantees upon each subcontract's/sub-grant's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a subrecipient/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts/grants authorized under paragraph 4 of these terms, if a subrecipient/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, or the Texas Health and Human Services may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT
Page 3

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

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

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

NAME OF POTENTIAL SUBRECIPIENT/GRANTEE:

City of Lubbock

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

1-75-6000590-6

Signature of Authorized Representative

Ryan Brooke
Printed/Typed Name of Authorized Representative

Assistant City Attorney
Title of Authorized Representative

9-6-19
Date

This certification is for FFY 2020 period beginning October 1, 2019 and ending September 30, 2020.

DEFINITIONS

Covered Contract/Grant and Subcontracts/Sub-grants.

(1) Any non-procurement transaction which involves federal funds (regardless of amount and including such arrangements as sub-grants) and is between the Texas Health and Human Services or its agents/grantees and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a grant or sub-grant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction including:
   a. Principal investigators.
   b. Providers of audit services required by the Texas Health and Human Services or federal funding source.
   c. Researchers.

DEBARMENT

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

GRANT

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

INELIGIBLE

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

PARTICIPANT

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

PERSON

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

PRINCIPAL

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

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

PROPOSAL

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

SUSPENSION

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

VOLUNTARY EXCLUSION OR VOLUNTARILY EXCLUDED

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

7/1/19 3:11 PM
Provider Name: City of Lubbock
AAA Name: Area Agency on Aging of South Plains

Congregate Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year — 1. $ 217,615.95

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

HHS OAAA	16,615	Other Funds Eligible Meals	5,463	Other Sources 5	0	
Program Income	3,483	Other Funds - Non-Eligible Meals	0	Other Sources 6	0	2. 25,561

3. Whole Unit Rate (Line 1 divided by Line 2) — 3. $ 8.51

Reimbursement Calculation

		HHS OAAA
4. Projected NSIP per Meal Value		0.73
5. Rate Less NSIP per Meal Value		$ 7.78
6. Mandatory Local Match of 10%	$ 0.78	
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -	
Required Cash Match		$ 0.78
7. Proposed Meal Rate (Line 3 minus Line 6)		$ 7.73

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

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

City of Lubbock
Legal Name of Contracted Provider

Signature

Daniel M. Pope, MAYOR
Printed/Typed Name of Signer

September 24, 2019
Date

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

Tim C. Pierce
Printed/Typed Name of Signer

Signature

7/11/19
Date

Attest:	Approved as to Content:	Approved as to Form:
Rebecca Garza City Secretary	Bridget Faulkenberry Parks and Recreation Director	Ryan Brooke Assistant City Attorney

7/1/19 3:11 PM
Provider Name: City of Lubbock
AAA Name: Area Agency on Aging of South Plains

Congregate Meals
BUDGET WORKSHEET CERTIFICATION

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

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

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

City of Lubbock	Daniel M. Pope, MAYOR
Name of Contracted Provider	Printed/Typed Name of Signer
September 24, 2019	
Date	Signature

Signer Authority: (check one)

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

Attest:

Rebecca Garza
City Secretary

Approved as to Content:

Bridget Faulkenberry
Parks and Recreation Director

Approved as to Form:

Ryan Brooke
Assistant City Attorney

7/1/19 3:11 PM
Provider Name: City of Lubbock
AAA Name: Area Agency on Aging of South Plains

Transportation
BUDGET WORKSHEET CALCULATION OF THE UNIT RATE

1.Total Budgeted Expenses for Contract Year — 1. $ 65,252.34

2.Total Number of Anticipated Units to be Provided

HHS OAAA - 10 % Match Required	3,712	Program Income	75	Other Sources 6	0		
HHS OAAA - 25 % Match Required	0	Local Funds - Eligible Trips	2,415	Other Sources 7	0		
HHS OAAA - Full Unit Rate	0	Other Funds - Non-Eligible Trips	0	Other Sources 8	0	2.	6,202

3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate — 3. $ 10.52

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4. Mandatory Local Match of 10%	$ 1.05		
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -		
Required Match		4.	$ 1.05
5.Full Unit Rate Less Required Match (Line 3 minus Line 4		5.	$ 9.47

4. Mandatory Local Match of 25%	$ 2.63		
** If Applicable, Match Reduction From the In-kind Match Certification form	$ -		
Required Match		4.	$ 2.63
5.Full Unit Rate Less Required Match (Line 3 minus Line 4		5.	$ 7.89

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

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

$ 10.52 — Contractor Initial — AAA Initial

City of Lubbock	Area Agency on Aging of South Plains
Legal Name of Contracted Provider	Name of Area Agency on Aging
	Tim C. Pierce
Signature	Signature
Daniel M. Pope, MAYOR	Tim C. Pierce
Printed/Typed Name of Signer	Printed/Typed Name of Signer
September 24, 2019	7/11/19
Date	Date

Attest:	Approved as to Content:	Approved as to Form:
Rebecca Garza City Secretary	Bridget Faulkenberry Parks and Recreation Director	Ryan Brooke Assistant City Attorney

9/5/19 11:23 AM
Provider Name: City of Lubbock
AAA Name: Area Agency on Aging of South Plains

Transportation

BUDGET WORKSHEET CERTIFICATION

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

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

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

City of Lubbock
Name of Contracted Provider

Daniel M. Pope, MAYOR
Printed/Typed Name of Signer

September 24, 2019
Date

Signature

Signer Authority: **(check one)**

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

Attest:

Rebecca Garza
City Secretary

Approved as to Content:

Bridget Faulkenberry
Parks and Recreation Director

Approved as to Form:

Ryan Brooke
Assistant City Attorney

Subrecipient No. A-100

Amendment to the Agreement Between
South Plains Association of Governments Area Agency on Aging
and
City of Lubbock
for
Older Americans Act Programs

This Amendment is made between **South Plains Association of Governments Area Agency on Aging** (SPAG AAA) and **City of Lubbock** (Subrecipient) to the Subrecipient Agreement dated October 1, 2019 ("the Original Agreement").

Section B., Services & Reimbursement Methodology, of the original agreement is being revised as seen below to include Home Delivered Meal Service due to closures of Congregate Meal sites necessitated by the COVID-19 crisis.

Section B. Services and Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate	$7.73	N/A	N/A
Home Delivered	$7.73	N/A	N/A
Transportation – D/R	$9.47	N/A	N/A

Except as set forth in this Amendment, the Subrecipient Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Subrecipient Agreement or any earlier amendment, the terms of this amendment will prevail."

Authorized Subrecipient Signature

Daniel M. Pope
Print Name

MAYOR
Title

March 20, 2020
Date

Authorized Signature

South Plains Association of Governments
(Agency)

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

Lubbock, Texas 797452
(City, State, Zip)

March 19, 2020
(Date)

Regular City Council Meeting **7. 21.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute an e-grant agreement with the Texas Department of Transportation for the Texas Traffic Safety Program "Providing Education Today for a Safer Tomorrow" Grant for bicycle, car, pedestrian and other safety related programs at Safety City.

Item Summary

Since 1993, Safety City has educated children across Lubbock and the South Plains on safety issues involving bicycle, car, and pedestrian safety. Safety City now partners with Lubbock Fire Rescue to incorporate fire safety training with their on-site fire safety house. This year, the goal is to educate 10,000 children through all of Safety City's programs and events.

The following public, parochial, and private schools have attended Safety City classes: Abernathy Independent School District (ISD), All Saints Episcopal School, Frenship ISD, Home School students, Lamesa ISD, Levelland ISD, Littlefield ISD, Lubbock ISD, Lubbock Cooper ISD, New Deal ISD, Plainview ISD, Seagraves ISD, Shallowater ISD, Slaton ISD, Southcrest Christian School, Southland ISD, Spur ISD, and Sundown ISD. In addition, Safety City serves as a culminating activity for traffic safety courses as a part of the Lubbock Independent School District second grade curriculum.

At Safety City, children practice the lessons learned in the classroom in a realistic setting. The hands-on experience results in better understanding of the traffic environment and its dangers. In addition to the core topics taught at Safety City, staff expanded the safety topics to include water, electrical, natural gas, railroad, and distracted/impaired driving education.

Safety City hosts several annual events such as Trick or Treat Street, Drive-In Movie Night, Brain Injury Awareness Bicycle Rodeo, Hero's Health and Safety Fair, and Safety City Summer Camp. In conjunction with the annual events, participation has increased with the inclusion of preschool classes, ADA classes, and presentations at local health and safety fairs. Grant funding allows staff to further the cause of "Providing Education Today for a Safer Tomorrow", and reduce the number of accidents involving children.

Fiscal Impact

This is a $27,554.80 grant with a required match/program income of $17,278.16, appropriated in the Parks and Recreation Outdoor Recreation Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

TXDOT Safety City Resolution
TXDOT Safety City Grant Agreement
Electronic Signature Authorization Form

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Texas Traffic Safety Program Grant Agreement and related documents from the State of Texas, acting by and through the Texas Department of Transportation. Said Grant Agreement will be used to develop and provide comprehensive traffic eduation programs to the South Plains with the initiative to create a safe environment on and around public roadways, and the grant funds will be used only for the purposes for which they are intended under the grant. Said Grant Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Brooke Witcher
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

Ryan Brooke, Assistant City Attorney

RES Grant Agreement - 2021 TxDOT Traffic Safety
9.1.20

Texas Traffic Safety eGrants

Fiscal Year 2021

Organization Name: City of Lubbock Parks & Recreation

Legal Name: City of Lubbock

Payee Identification Number: 17560005906000

Project Title: Safety City: "Providing Education Today for a Safer tomorrow"

ID: 2021-LubbockP-G-1YG-0174

Period: 10/01/2020 to 09/30/2021

X The following person has authorized the submittal of this proposal.

Name	O.J. Williams
Title	Outdoor Recreation Coordinator
Address	1301 Broadway Suite 201
City	Lubbock
State	Texas
Zip Code	79401
Phone Number	806-775-2690 (xxx-xxx-xxxx)
Fax Number	806-775-2686 (xxx-xxx-xxxx)
E-mail address	owilliams@mylubbock.us

COUNTY SERVED

Bailey County - Lubbock District
Castro County - Lubbock District
Cochran County - Lubbock District
Crosby County - Lubbock District
Dawson County - Lubbock District
Floyd County - Lubbock District
Gaines County - Lubbock District
Garza County - Lubbock District
Hale County - Lubbock District
Hockley County - Lubbock District
Lamb County - Lubbock District
Lubbock County - Lubbock District
Lynn County - Lubbock District
Parmer County - Lubbock District
Swisher County - Lubbock District
Terry County - Lubbock District
Yoakum County - Lubbock District

POLITICAL DISTRICT SERVED

U.S. Congress*	Congressional District 19
Texas Senate*	Texas Senate District 28
Texas House*	Texas House of Representatives District 83 Texas House of Representatives District 84

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS *(Revised:07/18/2019)*

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on (1) proposed cost sharing and (2) demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through eGrants within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or

2. There is a written thirty (30) day notice by either party; or

3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

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

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.310-.316, 200.318-.324.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation

(USDOT): 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970** , (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973** , (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973** , (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975** , as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987** , (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance:

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/finding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through

E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

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

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

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

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

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

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

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification , in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or

voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant 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 from participating in covered transactions 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 paragraph (1)(b) of this certification; and

(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.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered

transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant 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 is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

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

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (48 CFR subpt. 4.11) if this award provides for more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM web-site at: https://www.sam.gov

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

and

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

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

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

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

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

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

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION
(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

COMPLIANCE REQUIREMENTS

Data Universal Numbering System

The Data Universal Numbering System (DUNS) is a unique nine-digit number recognized as the universal standard for identifying and tracking businesses worldwide. The Federal Spending Transparency Directive and the previous Federal Funding Accountability and Transparency Act (FFATA) requires grantees and sub-grantees to have a DUNS number. Most agencies and organizations have DUNS numbers established, please check with your accounting staff. To obtain a DUNS number, applicants should go to the Dun and Bradstreet website at: http://fedgov.dnb.com/webform

Data Universal Numbering System (D-U-N-S) 058213893

2 C.F.R. Part 200 Compliance

Enter the Begin Date and End Date of your Agency's Fiscal Year 2021

Begin Date : 10/1/2020 End Date : 9/30/2021

Your entity is required to comply with federal (OMB A-133) and/or state (State of Texas Single Audit Circular) requirements.

If threshold expenditures of $750,000 or more are met during your agency's fiscal year, please submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East Eleventh Street, Austin, TX 78701 or contact TxDOT's Audit Office at singleaudits@txdot.gov

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

X I agree

MOTORCYCLE SAFETY

Goal:

X **To reduce the number of motorcyclist fatalities.**

Strategy:

Increase public information and education on motorists' responsibility pertaining to motorcycle safety.

OCCUPANT PROTECTION

Goal:

X **To increase occupant restraint use, including child-safety seats, in all passenger vehicles and trucks.**

Strategy:

Increase public information and education campaigns.

PEDESTRIAN AND BICYCLIST SAFETY

Goal:

X **To reduce the number of motor vehicle-related pedestrian and bicyclist fatalities and serious injuries.**

Strategy:

Increase public information and education on motorists' responsibilities pertaining to pedestrian and bicyclist safety.
Increase public information and education efforts on pedestrian and bicyclist safety.

SPEED CONTROL

Goal(s):

X **To reduce the number of speed-related fatal and serious injuries.**

Strategy:

Increase public information and education concerning speed-related issues.

DRIVER EDUCATION AND BEHAVIOR

Goal(s):

X **To increase public knowledge, perception and understanding of driver education and traffic safety for all road users.**

Strategy:

Develop and implement public information and education efforts on traffic safety issues.

X **To reduce the number of crashes and injuries related to distracted driving.**

Strategy:

Develop and implement public information and education efforts on traffic safety issues.

RAILROAD / HIGHWAY CROSSING

Goal(s):

X **To reduce KAB crashes at railroad/highway crossings.**

Strategy:

Increase public education and information on railroad/highway crossing safety.

ROADWAY SAFETY

Goal(s):

X **To reduce the number of traffic crashes, injuries, and fatalities in work zones.**

Strategy:

Increase public education and information on roadway safety.
Provide training on roadway safety issues.

X **To reduce large truck ("Semi- Trailer" or "Truck-Tractor") crashes, injuries and fatalities.**

Strategy:

Increase public education and information on roadway safety.
Provide training on roadway safety issues.

X **To increase knowledge of roadway safety and current technologies among people involved in engineering, construction, and maintenance areas at both the state and local level.**

Strategy:

Provide training on roadway safety issues.

PROBLEM IDENTIFICATION AND SOLUTION

I.Problem Identification

According to the Texas Motor Vehicle Traffic Crash Highlights, the fatality rate on Texas roadways in 2018 was 1.29 deaths per hundred million vehicle miles traveled. This is a 2.36% decrease from 2017. Texas also experienced an increase in the number of motor vehicle traffic fatalities. The 2017 death toll of 3,727 was a decrease of 2.36% from the 3,639 deaths recorded in 2018. Lubbock and surrounding counties are a major contributor to the trends shown in statewide data. In 2018 Lubbock County experienced 24 fatal crashes with 24 fatalities. These topics are data-driven topics for points of education and enforcement among the populations served in the South Plains: pedestrian and cycling education, occupant safety, motorcycle safety including the use of helmets, addressing driver education and behavior, education on speed control, and railroad safety. Among all individuals regardless of age, pedestrian and cycling safety is important to all communities in aspects of health and traffic safety. In Safety City's, target range of 6 years old to 24 years old .20% of female and male drivers succumbed to fatalities. Un-Restrained fatalities for our targeted age group is 754 fatalities. Train, pedestrians, and pedal cyclists combined for 744 fatalities out of the 6,694 recorded in 2018. Texas experienced a .98% increase in pedestrian fatalities in 2018 as well as a 26.32% fatality increase in cycling in 2018 from the previous year. Texas saw a total of 418 motorcycle fatalities in 2018 according to TXDOT, of 418 fatalities, 49% of those were from motorcyclists not wearing a helmet. Throughout the South Plains, 903 crashes were the result of speeding (TXDOT). Lubbock County alone experienced 586 of those crashes. There were no deathless days on Texas roadways.

II.Problem Solution

Safety City is a miniature town with working traffic lights, crosswalks, overpasses, school zone, and a railroad crossing. This 2 ½ acre site is a place in which school-age youth and adults alike can learn real-world experience in a safe and controlled setting. Safety City currently provides pedestrian, bicycle, railroad education, speeding education, occupant protection and proper restraint protocols, and general traffic safety to at-risk populations including youth ages 6-24. Students get hands-on training by being able to participate and experience the techniques needed to drive/walk/ride in a city safely. The students that participate in our training's are taught the information and given an opportunity to apply the learned skills by driving a pedal car, riding a bike and walking across our streets. Motorcycle knowledge will be gained by going over material while instructing 2nd grade students as well as a handout in each student's packet they receive. Research provided by NHTSA's Child Pedestrian Safety Education: Applying Learning and Developmental Theories to Develop Safe Street-Crossing Behaviors, insists that behaviors are a motor skill. This means that the behavior of any one of the equation elements provided above or any of the problems addressed in the previous section need to have a practical application portion. According to the report, the incorporation of motor skill acquisition should be enough to make the motor actions automatic; "Once motor skills are automatic, there is increased mental capacity for problem-solving and decision making." To continue the efforts of Safety City's goal of modeling and providing education to the South Plains, it is necessary to branch outside of Lubbock County into the smaller more rural areas that are facing the same safety challenges with smaller resources. Garza, Hockley, and Lamb Counties have come to Safety City to have their Independent School District 2nd grade students taught traffic, pedestrian, Railroad, and bicycle safety. Scurry County, which is outside the Lubbock area, is sending their Independent School District 2nd and 3rd grade students to Safety City for safety training. Safety City's program is also invested in addressing the basic issues on which it was founded, education on safe pedestrian and cycling for youth through college-age students. One of the initiatives of Safety City is to be a one-stop safety shop for all of the South Plains to provide a place where community partners can come together. Safety City host events like Health and Safety Fair and the Bicycle Rodeo to encourage the community to participate in our safety programs and show them what our miniature town is about. Safety City has already formed alliances with the Lubbock

Fire Department partnering with their paramedics and fire prevention specialist to provide fire education as well as show students the equipment used when responding to emergencies and the types of things students may experience in traumatic situations such as a crash. Working with other agencies, such as the Texas Department of Public Safety (DPS) and the Lubbock Police Department (LPD), will provide more experiences for our students and allow them to experience different situations and know behaviorally how to respond to help first respondents and themselves. Lubbock Police Department and Texas DPS are both active in our classes and help teach the students how a police officer may direct traffic or assist in an accident. Many organizations are targeting the same populations for similar reasons such as LPD working with second graders to provide cyber predator education or anti-bullying campaigns. Together we can reach the same population at the same time and save energy and resources for the school and for each working organization.

III.Project Evaluation

Students are quizzed at various times what they have learned and asked what they liked most during training. In order to measure the success of practical training aspects of traffic safety, classroom evaluations will be distributed to teachers and volunteers who accompany the classes and groups to Safety City. Program instructor evaluations will help to gauge content, materials, staff relevance and overall experiences. The evaluations will also incorporate student experience ratings.

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Develop 1 alliance with an outside organization for a safer community by 9/30/2021

	Activity	Responsible	Activity Completion Date
1.	Develop one alliance by the end of the second quarter of the fiscal year to help educate students in different areas of Traffic Safety.	Subgrantee	3/30/2021
2.	Develop partnerships with other businesses to promote safety objectives with events such as the Bicycle Rodeo. and Health and Safety Fair.	Subgrantee	6/30/2021
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Educate 10000 elementary students in safe pedestrian behavior while participating at Safety City by 9/30/2021

	Activity	Responsible	Activity Completion Date
1.	Host Annual Trick or Treat Street to educate the public on pedestrian safety during Halloween while families are walking neighborhood streets.	Subgrantee	10/30/2020
2.	Host Annual Walk, Roll, or Run to educate the public on pedestrian safety during Thanksgiving. .	Subgrantee	11/30/2020
3.	Distribute educational literature to elementary age students or adults on the importance of pedestrian safety practices through outreach or classes.	Subgrantee	9/30/2021
4.			
5.			
6.			
7.			
8.			
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Complete 3 professional training seminars or conferences by 9/30/2021

	Activity	Responsible	Activity Completion Date
1.	To broaden their knowledge all Safety City staff, will view and document one online traffic safety webinar to train Safety City classes effectively.	Subgrantee	12/30/2020
2.	To broaden their knowledge all Safety City staff, will view and document one online traffic safety webinar to train Safety City classes effectively.	Subgrantee	3/30/2021
3.	To broaden their knowledge one Safety City employee is to attend a traffic Safety conference during the grant reporting time-frame.	Subgrantee	9/30/2021
4.	All required documentation that reflects the above training and travel will be sent to TXDOT to reflect completion of each task.	Subgrantee	9/30/2021
5.			
6.			
7.			
8.			
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Educate 10000 second grade students and above on proper bicycle safety and riding techniques by 9/30/2021

	Activity	Responsible	Activity Completion Date
1.	Host a bicycle rodeo to provide a family event which focuses on skills and agility for participants ages 3-12.	Subgrantee	4/30/2021
2.	Recruit early childcare centers to engage early motor skills in safe cycling and the importance of wearing a helmet.	Subgrantee	6/30/2021
3.	Provide opportunities for children with disabilities to participate in bicycle safety training.	Subgrantee	6/30/2021
4.	Provide local Boy and Girl Scout troop classes in order for them to earn safety badges by learning bicycle safety and maintenance.	Subgrantee	9/30/2021
5.		Subgrantee	
6.			
7.			
8.			
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Educate 10000 students/group participants on motor vehicle safety by 9/30/2021

	Activity	Responsible	Activity Completion Date
1.	Incorporate railroad safety into all aspects of traffic safety education providing detailed hands on training to elementary students.	Subgrantee	10/30/2020
2.	Provide pedal cart training to every class or group participating at Safety City including second grade and above.	Subgrantee	5/30/2021
3.	Promote proper occupant restraints by providing material on car seat installation and a car seat checkup event with TXDOT and other safety advocates.	Subgrantee	9/30/2021
4.			
5.			
6.			
7.			
8.			
9.			
10.			

SALARIES AND FRINGE BENEFITS - 100 & 200

Position/Title	: Safety City Assistant (Position 1)
Position Description: (This field was added November 15th 2018 for Fiscal Year 2020 onward)	: Part Time employee who instructs safety classes, helps with Safety City Special events, and assists in day to day operations.
Salary Type	: Hourly
Unit Price	: $8.164 is 0.733 % of the Individuals Total Salary (applicable to monthly/yearly)
Quantity	: 1100
Total	: **$8,980.40**
Fringe Rate	: %
Fringe Total	: **$0**
Breakdown of Fringe Percentage	:

Category	(100) Salaries Amount		(200) Fringe Benefits Amount	
TxDOT:	$8,980.40	100.00%	$0	0.00%
Match:	$0	0.00%	$0	0.00%
Program Income:	$0	0.00%	$0	%
Total:0.00	$8,980.40		$0	

SALARIES AND FRINGE BENEFITS - 100 & 200

Position/Title	: Safety City Assistant (Position 2)
Position Description: (This field was added November 15th 2018 for Fiscal Year 2020 onward)	: Part Time employee who instructs safety classes, helps with Safety City Special events, and assists in day to day operations.
Salary Type	: Hourly
Unit Price	: $8.164 is 0.876 % of the Individuals Total Salary (applicable to monthly/yearly)
Quantity	: 1100
Total	: **$8,980.40**
Fringe Rate	: %
Fringe Total	: **$0**
Breakdown of Fringe Percentage	:

Category	(100) Salaries Amount		(200) Fringe Benefits Amount	
TxDOT:	$8,980.40	100.00%	$0	0.00%
Match:	$0	0.00%	$0	0.00%
Program Income:	$0	0.00%	$0	%
Total:0.00	$8,980.40		$0	

SALARIES AND FRINGE BENEFITS - 100 & 200

Position/Title	: Safety City Supervisor
Position Description: (This field was added November 15th 2018 for Fiscal Year 2020 onward)	: Schedules all events and coordinates classes and groups to visit Safety City to be educated in traffic safety. Instructs classes in various forms of safety education. Supervises assistants on a daily basis.
Salary Type	: Hourly
Unit Price	: $18.715 is % of the Individuals Total Salary (applicable to monthly/yearly)
Quantity	: 624
Total	: **$11,678.16**
Fringe Rate	: %
Fringe Total	: **$0**
Breakdown of Fringe Percentage	:

Category	(100) Salaries Amount		(200) Fringe Benefits Amount	
TxDOT:	$0	0.00%	$0	0.00%
Match:	$11,678.16	100.00%	$0	0.00%
Program Income:	$0	0.00%	$0	%
Total:0.00	$11,678.16		$0	

TRAVEL AND PER DIEM - 300

Description	: Air Fare
Please explain	: Round trip Lifesavers Conference in Long Beach, CA
Unit Price	: $600.000
Quantity	: 1
Total Cost	: **$600.00**
Purpose/Details	: To broaden their knowledge one Safety City employee is to attend a traffic safety conference during the year.

	Amount	Percentages
TxDOT	$600.00	100.00%
Match	$0	0.00%
Program Income	$0	%
Total0.00	$600.00	

TRAVEL AND PER DIEM - 300

Description	: Hotel Expenses
Please explain	: Hotel accommodations for attend conference
Unit Price	: $300.000
Quantity	: 4
Total Cost	: **$1,200.00**
Purpose/Details	: Hotel reservation while attending the 2021 Lifesavers conference in Long Beach, California

	Amount	Percentages
TxDOT	$1,200.00	100.00%
Match	$0	0.00%
Program Income	$0	%
Total0.00	$1,200.00	

TRAVEL AND PER DIEM - 300

Description : Meals
Please explain : Meals while attending conference
Unit Price : $71.000
Quantity : 4
Total Cost : **$284.00**
Purpose/Details : Meals while attending the 2021 Lifesavers conference in Long Beach, California.

	Amount	Percentages
TxDOT	$284.00	100.00%
Match	$0	0.00%
Program Income	$0	%
Total0.00	$284.00	

TRAVEL AND PER DIEM - 300

Description : Vehicle Rental
Please explain : Transportation while attending conference
Unit Price : $90.000
Quantity : 4
Total Cost : **$360.00**
Purpose/Details : Rental vehicle while attending 2021 Lifesavers conference in Long Beach, California.

	Amount	Percentages
TxDOT	$360.00	100.00%
Match	$0	0.00%
Program Income	$0	%
Total0.00	$360.00	

EQUIPMENT - 400

Description	: Pedal Carts
Unit Price	: $350.00
Quantity	: 5
Total Cost	: **$1,750.00**
Purpose/Details	: Replace pedal carts for elementary students during Safety Training class.We must fit every student properly before letting them ride during training classes.

	Amount	Percentages
TxDOT	$1,750.00	100.00%
Match	$0	0.00%
Program Income	$0	%
Total0.00	$1,750.00	

OTHER MISCELLANEOUS - 700

Name	: PI&E Educational Items
Description	: Educational Brochures
Unit Price	: $0.50
Quantity	: 10000
Total Cost	: **$5,000.00**
Purpose/Details	: Educational brochures to inform the public on bicycle, pedestrian, driving, bus, railroad, motorcycle, and car seat safety. Brochures will be distributed to all participants attending Safety City or outreach events. Staff will seek TXDOT approval on all brochures before distributing to the public.

	Amount	Percentages
TxDOT	$5,000.00	100.00%
Match		0.00%
Program Income		%
Total0.00	$5,000.00	

OTHER MISCELLANEOUS - 700

Name	: Other
Description	: Program Income
Unit Price	: $2.00
Quantity	: 2800
Total Cost	: **$5,600.00**
Purpose/Details	: Program income derived from estimated $2.00 per participant fee for Independent School Districts, Private and Parochial schools, groups, and private citizens who come to Safety City for bicycle, pedestrian and pedal car safety training. Revenue generated from this source will go into the City of Lubbock's general fund.

	Amount	Percentages
TxDOT		0.00%
Match		0.00%
Program Income	$5,600.00	%
Total100.00	$5,600.00	

OTHER MISCELLANEOUS - 700

Name	: Other
Description	: Registration for Lifesavers conference
Unit Price	: $400.00
Quantity	: 1
Total Cost	: **$400.00**
Purpose/Details	: Registration for Safety City Supervisor to attend a Lifesavers conference in Long Beach, California.

	Amount	Percentages
TxDOT	$400.00	100.00%
Match		0.00%
Program Income		%
Total0.00	$400.00	

BUDGET SUMMARY

Budget Category		TxDOT	Match	Program Income	Total
Category I - Labor Costs					
(100)	Salaries:	$17,960.80	$11,678.16	$0	$29,638.96
(200)	Fringe Benefits:	$0	$0	$0	$0
	Sub-Total:	$17,960.80	$11,678.16	$0	$29,638.96
Category II - Other Direct Costs					
(300)	Travel:	$2,444.00	$0	$0	$2,444.00
(400)	Equipment:	$1,750.00	$0	$0	$1,750.00
(500)	Supplies:	$0	$0	$0	$0
(600)	Contractual Services:	$0	$0	$0	$0
(700)	Other Miscellaneous:	$5,400.00	$0	$5,600.00	$11,000.00
	Sub-Total:	$9,594.00	$0	$5,600.00	$15,194.00
Total Direct Costs:		$27,554.80	$11,678.16	$5,600.00	$44,832.96
Category III - Indirect Costs					
(800)	Indirect Cost Rate:	$0	$0	$0	$0
Summary					
	Total Labor Costs:	$17,960.80	$11,678.16	$0	$29,638.96
	Total Direct Costs:	$9,594.00	$0	$5,600.00	$15,194.00
	Total Indirect Costs:	$0	$0	$0	$0
Grand Total:		$27,554.80	$11,678.16	$5,600.00	$44,832.96
	Fund Sources: (Percent Share)	61.46%	26.05%	12.49%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.

Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: City of Lubbock

Project Title: Safety City: "Providing Education Today for a Safer tomorrow"

Authorizing Authority
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	Daniel M. Pope
Title:	Mayor
Signature:	
Date:	September 22, 2020
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.	Daniel M. Pope	Mayor
2.	O.J. Williams	Outdoor Recreation Coordinator
3.		

Regular City Council Meeting **7. 22.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute a License Agreement between the City of Lubbock, through its Parks and Recreation Department, and Nancy Lieberman Charities, for the right to place a Dream Court in Duran Park located at 26th Street and Kewanee Avenue.

Item Summary

The City of Lubbock, through its Parks and Recreation Department, is partnering with Nancy Lieberman Charities, Texas Tech University, and The Culver Foundation, to promote the sport of basketball, community, and police and community relations, through the installation of the Andre Emmett Dream Court to be located in Duran Park, at 26th Street and Kewanee Avenue.

Nancy Lieberman Charities will provide the equipment necessary for a Dream Court basketball court and will install such equipment and paint the basketball court. The City of Lubbock Parks and Recreation Department intends to make the sport of basketball available to the public at Duran Park.

The sole purpose of this license agreement is to permit the installation of the new basketball court equipment and painting the basketball court at Duran Park. The term of the license agreement is 90 days, beginning on the date of execution. The City will be responsible for any maintenance after the Dream Court has been installed and painted.

Fiscal Impact

The long term care and maintenance of the Andre Emmett Dream Court will be paid for from the Parks and Recreation Operating Budget.

Staff/Board Recommending

Brooke Witcher, Assistant City Manager

Attachments

Resolution

License Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a License Agreement to utilize Duran Park for the purpose of installation of a Dream Court, by and between the City of Lubbock and Nancy Lieberman Charities of Dallas, Texas, and all related documents. Said License 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:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

RES.License Agrmt. Dream Court-Duran Park
9.16.20

LICENSE AGREEMENT

THIS LICENSE, entered into this ____ day of _____, 2020, between the City of Lubbock, Texas, a Texas Home Rule Municipal Corporation ("City") through its Parks and Recreation Department, and Nancy Lieberman Charities (NLC) ("Licensee").

WITNESSETH

WHEREAS, the Licensee desire to promote the sport of basketball, community, and police and community relations; and,

WHEREAS, the Licensee desires the right and privilege to place a Dream Court at 26th St. & Kewanee Ave., which is owned by the City; and,

WHEREAS, the Licensee is willing to provide the equipment necessary for a Dream Court basketball court, and willing to install such equipment and paint the basketball court, and,

WHEREAS, the City desires to make the sport of basketball available to the public at Duran Park and is honored to be a recipient of a Dream Court, and finds that it is in the public interest for the Licensee to do so.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, to be kept and performed by the respective parties, IT IS AGREED AS FOLLOWS:

1. LICENSE GRANTED

In consideration of the mutual covenants and terms of this License, and of other good and valuable consideration, the City hereby grants, upon the terms and conditions set forth in this License, a license to Licensee for the sole purpose of installing new basketball court equipment and painting the basketball court, at Duran Park in accordance with the terms and provisions set forth herein. Duran Park is owned by the City and located at 26th St. & Kewanee Ave., Lubbock, TX 79401

2. LICENSE TERM

The term of this license shall be for 90 days beginning on the date of the execution of this License by the City and ending on the ninetieth day, unless renewed or terminated sooner as provided in this License (the "Primary Term").

3. OWNERSHIP OF IMPROVEMENTS

Any and all improvements constructed, placed, and located on any part of the Duran Park basketball court during the term to this License shall be considered part of the real property and must remain at Duran Park. Further, subject to the terms of this License, said real property becomes property of the City, from and after the termination of this License.

4. MAINTENANCE

The City shall be responsible for any maintenance after the Dream Court has been installed and painted.

5. ADVERTISING

Licensee shall have the right to procure and display advertising upon the surface of the Dream Court in accordance with the renderings provided to and approved by the City. Licensee shall not, in procuring, installing, or displaying advertisement, violate any person's right to privacy or infringe upon trademarks, trade names, copyrights, or proprietary rights of any person. It is understood and agreed that any approval by the City of advertising material shall not constitute a waiver of Licensee's obligations concerning such violation or infringement. The Licensee agree to indemnify and hold the City harmless with respect to all claims alleging such violations, without cost to the City.

6. ACCESS

During the term of this License, and any renewals thereof, the City grants the Licensee access to Duran Park basketball court for the purpose of installing and painting the Dream Court during normal park hours, except when the area of the park containing the equipment is reserved to a group for exclusive use, when the City is performing a maintenance function requiring closure of the park, or during an unforeseen emergency.

The Licensee agree that the Dream Court at Duran Park will be available to the public at no charge during normal park hours, except when the City has reserved the area for exclusive use.

7. LOCATION OF EQUIPMENT

The Licensee agree that the location of any improvements must be approved by the City.

8. COMPLIANCE WITH APPLICABLE LAWS

The Licensee shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this License, and any amendments thereto during the course of installing and painting the Dream Court at Duran Park.

9. INDEMNITY AND RELEASE

LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF LICENSEE, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS LICENSE AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LICENSE.

PROCEEDINGS BROUGHT AGAINST THE CITY AND/OR THE CITY'S RESPECTIVE
OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS ON ACCOUNT OF ANY SUCH CLAIM, AND, WITHOUT LIMITING THE INDEMNITY PROVIDED HEREIN, TO PAY OR DISCHARGE THE FULL AMOUNT OR OBLIGATION OF ANY SUCH CLAIM INCURRED BY, ACCRUING TO, OR IMPOSED ON THE CITY, OR THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, RESULTING FROM ANY SUCH SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS OR ANY MATTERS RESULTING FROM THE SETTLEMENT OR RESOLUTION OF SAID SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS. IN ADDITION, LICENSEE SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, REASONABLE AND NECESSARY ATTORNEY'S FEES INCURRED BY SUCH PARTIES IN ENFORCING LICENSEE'S INDEMNITY IN THIS SECTION. THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, SHALL NOT BE LIABLE, AND LICENSEE HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FOR, FROM AND/OR AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS OR LIABILITIES TO LICENSEE, ON ANY THEORY OF LEGAL LIABILITY, INCLUDING, BUT NOT LIMITED TO THE NEGLIGENCE, OF ANY TYPE OR DEGREE, OR FAULT, OF THE CITY, AND/OR ARISING FROM OR RELATED TO IN ANY WAY, MANNER OR FORM, THE UNENFORCEABILITY OR VOIDANCE, FOR ANY REASON, OF ALL OR ANY PART OF THIS LICENSE.

THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THE TERMINATION OR VOIDANCE OF THIS LICENSE.

10. INSURANCE

Licensee shall procure and carry, at its sole cost and expense through the life of this License in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this License, including without limitation, the indemnity obligations set forth herein. Licensee shall obtain and maintain in full force and effect during the term of this License public liability insurance with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. The policy will be written on an occurrence basis, subject to the following minimum limits of liability:

Public Liability:

Per Occurrence Single Limit: $1,000,000

The City shall be listed as a primary and noncontributory additional insured with respect to the Public Liability and shall be granted a waiver of subrogation under the policy. Licensee shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 day's notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. If at any time during the life of the License or any extension hereof, Licensee fails to maintain the required insurance in full force and effect, Licensee shall be in breach hereof and all work under the License shall be discontinued immediately.

Notwithstanding anything contained herein to the contrary, the public liability policy shall be maintained at Licensee's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this License and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this License. The provisions of this Article shall survive the termination or expiration of this License.

11. DEFAULT

In the event the Licensee shall fail to perform any of the obligations called for herein on its part to be performed, and upon receiving written notice of such deficiency by the City, and upon the Licensee's failure to cure such deficiency within fifteen (15) days after receipt of such notice, then the City may, by written notice to the Licensee, terminate this License.

12. NO WAIVER

No failure to exercise, and no delay in the exercise on the part of the City, of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. The rights of the City hereunder shall be in addition to all other rights provided by law.

13. NOTICE

Any notice required or permitted to be given herein must be given in writing and must be personally delivered, delivered by telephone facsimile, or mailed by prepaid certified or registered mail to the party to whom such notice or communication is directed at the address of such party as follows:

City:
Attn: Colby VanGundy
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457
Telephone: 806-775-2671

Licensee:
Attn: Nancy Lieberman
Nancy Lieberman Charities
P.O. Box 261233
Plano, TX 75026
Telephone: 972-473-2121

Any such notice or other communication shall deemed to have been given (whether actually received or not) on the date it is personally delivered or delivered by telephonic facsimile, or, if mailed, on the third day, after it is mailed. Any party may change its address for purposes of this License by giving notice of such change to all other parties pursuant to this section.

14. RENEWAL

This License may be renewed for one additional ninety (90) day term, by written agreement between the City and Licensee, in order to complete any work not completed in the Primary Term.

15. ASSIGNABILITY

This license is personal to Licensee. Licensee shall not assign or sublet this license, without the consent of City. Any attempt to assign or sublet this license, without the consent of City, shall terminate the license granted herein.

16. CONTROL OF CITY

The City shall retain all powers placed in it, which are non-delegable. No provision of this License shall be construed as delegating any non-delegable right, power or duty of the City, and in the event of a conflict between this section and any other term or provision of this License, this section shall control and such conflicting term or provision shall be void and of no force and effect.

17. RELATIONSHIP OF THE PARTIES

The relationship between the City and Licensee is at all times solely that of licensor and licensee, and may not be deemed, in any event, a partnership or a joint venture.

18. CONSTRUCTION AND VENUE

THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS LICENSE IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS LICENSE OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

19. 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 Agreement, this provision shall control.

20. SEVERABILITY

If any provision of this License is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this License, and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective, shall not be affected thereby.

21. LICENSES SUPERSEDED

This License constitutes the parties' sole License and supersedes any prior understandings or written or oral Licenses between the parties with respect to the subject matter hereof.

22. AMENDMENT

No amendment, modification, or alteration of this License is binding, unless in writing, dated subsequent to the date of this License, and duly executed by the parties.

23. CAPTIONS

Section captions are for convenience only and shall in no way affect the interpretation of this License.

24. ENTIRE AGREEMENT

This License contains the entire agreement between the City and Licensee, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

25. BINDING EFFECT

This License shall inure to the benefit of and be binding upon the parties hereto, their respective successors, heirs, devisees, and assigns.

26. TIME OF ESSENCE

Time is of the essence in this License and all obligations shall be performed in a timely manner.

27. TERMINATION OF LICENSE

License may be terminated for any reason, by the City upon 30 days written notice to Licensee.

28. LICENSE

The intent of this License is to grant a license to Licensee to utilize Duran Park basketball court solely for the purposes described herein. This License shall not be construed, in any way, manner or form, as a lease of Duran Park basketball court or as conveying to Licensee any interest in the real property comprising Duran Park basketball court.

IN WITNESS WHERE OF, the parties hereto have executed this License the day and year first above written.

EXECUTED and effective as of the date of the execution by the City of Lubbock.

CITY OF LUBBOCK, TEXAS

BY: _____
DANIEL M. POPE, MAYOR

NANCY LIEBERMAN CHARITIES

BY: _____
Nancy Lieberman, President & Founder
Nancy Lieberman Charities
9-15-2020

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Brooke Witcher, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

Parks & Rec-Dream Court License-Duran Park
9.3.20

Regular City Council Meeting **7. 23.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 330011398, with Dell Marketing LP, for the renewal of the Palo Alto Threat Prevention Subscription.

Item Summary

The cost of the renewal of the maintenance and support for the Palo Alto appliances is $69,881.58, for the period of October 31, 2020, through October 31, 2021.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-3763.

Fiscal Impact

The amount of $69,881.58 for the Palo Alto maintenance and support is budgeted in the FY 2019-20 Information Technology Operating Budget.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Dell Marketing PO 33001398 Resolution

Dell Marketing PO 33001398

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. 33001398 for the renewal of the Palo Alto Threat Prevention Subscription as per DIR-TSO-3763, by and between the City of Lubbock and Dell Marketing LP, of Round Rock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

ccdocs/RES.-PurchaseOrd 33001398 – Renewal of the Palo Alto Threat Prevention Subscription
September 11, 2020

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/10/2020
Order Number 33001398 000 OP
Branch/Plant 3410

TO: DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK TX 78682

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
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 9/10/2020 Freight .
Requested 9/29/2020 Taken By J MONTES
Delivery Per J Zhine / Req # 56320 Q#3000068486479.1/DIR-TSO-3763

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
PA ThreatPrevSubsc rnw PA-5220	1.000	4,936.8400	EA	4,936.84	9/29/2020
SN 013201007735 #AB325835					
PA URL FilterSubsc rnw PA-5020	1.000	3,949.7000	EA	3,949.70	9/29/2020
SN 007701001108 #AB325836					
ThreatPrevPremSup rnw PA-5020	1.000	7,820.4500	EA	7,820.45	9/29/2020
SN 00770101108 #AB325837					
ThreatPrevPremSup rnw PA-5220	1.000	8,500.4800	EA	8,500.48	9/29/2020
SN 013201007735 #AB325838					
ThreatPrevPremSup rnw PA-5020	1.000	7,820.4500	EA	7,820.45	9/29/2020
SN 007701001884 #AB325839					
ThreatPrevPremSup rnw PA-5220	1.000	8,500.4800	EA	8,500.48	9/29/2020
SN 013201004361 #AB325840					
PA URL FilterSubsc rnw PA-5220	1.000	4,937.1200	EA	4,937.12	9/29/2020
SN 013201007735 #AB325841					
PA ThreatPrevSubsc rnw PA-5020	1.000	5,642.4200	EA	5,642.42	9/29/2020
SN 007701001108 #AB325842					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 9/10/2020

Order Number 33001398 000 OP

Branch/Plant 3410

TO: DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK TX 78682

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
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 9/10/2020 Freight

Requested 9/29/2020 Taken By J MONTES

Delivery Per J Zhine / Req # 56320 Q#3000068486479.1/DIR-TSO-3763

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
PA URL FilterSubsc rnw PA-5220	1.000	4,937.1200	EA	4,937.12	9/29/2020
SN 013201004361 #AB325843					
PA ThreatPrevSubsc rnw PA-5220	1.000	4,937.1200	EA	4,937.12	9/29/2020
SN 013201004361 #AB325844					
PA ThreatPrevSubsc rnw PA-5020	1.000	3,949.7000	EA	3,949.70	9/29/2020
SN 007701001884 #AB325845					
PA URL FilterSubsc rnw PA-5020	1.000	3,949.7000	EA	3,949.70	9/29/2020
SN 007701001884 #AB325846					

Total Order 69,881.58

Terms NET 30 DAYS

This purchase order encumbers funds in the amount of $69,881.58 awarded to Dell Marketing LP Round Rock, TX, on _____2020. The following is incorporated into and made part of this purchase order by reference contract: DIR-TSO-3763 from Dell Marketing LP Round Rock, TX. Resolution#_____

CITY OF LUBBOCK

ATTEST:

_____
Daniel M. Pope, Mayor

_____
Rebecca Garza, City Secretary

Rev. 1/2020

PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX

Seller and Buyer agree as follows:

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. NON APPROPRIATION. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Whereever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. NON-ARBITRATION. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
27. HOUSE BILL 2015. House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified. (Texas Government Code Section 2155.001).
28. ASSIGNING OR SUBLETTING THE CONTRACT. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
29. HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES. House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information
30. CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.
31. 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: orr@mylubbock.us. Please send this request to this email address for it to be processed.

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	**3000068658550.1**	Sales Rep	Nick Garrison
Total	**$69,881.58**	Phone	(800) 456-3355, 5131278
Customer #	1784159	Email	Nick_Garrison@Dell.com
Quoted On	Sep. 10, 2020	**Billing To**	ACCOUNTS PAYABLE CITY OF LUBBOCK PO BOX 2000 LUBBOCK, TX 79457-0001
Expires by	Oct. 10, 2020		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Nick Garrison

Shipping Group

Shipping To

INFORMATION TECHNOLOGY
CITY OF LUBBOCK
1314 AVE K
LUBBOCK, TX 79401-4051
(806) 775-2366

Shipping Method

Standard Delivery

Product	Unit Price	Qty	Subtotal
CS-CITY OF LUBBOCK-Threat prev ention subscription for device in an HA pair renewal, PA-522 0	**$4,936.84**	**1**	**$4,936.84**
CS-CITY OF LUBBOCK-PANDB URL f iltering subscription for devi ce in an HA pair renewal, PA-5 020	**$3,949.70**	**1**	**$3,949.70**
CS-CITY OF LUBBOCK-Premium sup port renewal, PA-5020	**$7,820.45**	**1**	**$7,820.45**
CS-CITY OF LUBBOCK-Premium sup port renewal, PA-5220	**$8,500.48**	**1**	**$8,500.48**
CS-CITY OF LUBBOCK-Premium sup port renewal, PA-5020	**$7,820.45**	**1**	**$7,820.45**

Dell Marketing LP. U.S. only. Dell Marketing LP is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

CS-CITY OF LUBBOCK-Premium sup port renewal, PA-5220	$8,500.48	1	$8,500.48
CS-CITY OF LUBBOCK-PANDB URL f iltering subscription for devi ce in an HA pair renewal, PA-5 220	$4,937.12	1	$4,937.12
CS-CITY OF LUBBOCK-Threat prev ention subscription renewal, P A-5020	$5,642.42	1	$5,642.42
CS-CITY OF LUBBOCK-PANDB URL f iltering subscription for devi ce in an HA pair renewal, PA-5 220	$4,937.12	1	$4,937.12
CS-CITY OF LUBBOCK-Threat prev ention subscription for device in an HA pair renewal, PA-522 0	$4,937.12	1	$4,937.12
CS-CITY OF LUBBOCK-Threat prev ention subscription for device in an HA pair renewal, PA-502 0	$3,949.70	1	$3,949.70
CS-CITY OF LUBBOCK-PANDB URL f iltering subscription for devi ce in an HA pair renewal, PA-5 020	$3,949.70	1	$3,949.70

Subtotal:	$69,881.58
Shipping:	$0.00
Non-Taxable Amount:	$69,881.58
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$69,881.58

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

Dell Marketing LP. U.S. only: Dell Marketing LP is located at One Dell Way, Mail Stop 51-2, Round Rock, TX 78682

Shipping Group Details

Shipping To

INFORMATION TECHNOLOGY
CITY OF LUBBOCK
1314 AVE K
LUBBOCK, TX 79401-4051
(806) 775-2366

Shipping Method

Standard Delivery

			Qty	Subtotal
CS-CITY OF LUBBOCK-Threat prev ention subscription for device in an HA pair renewal, PA-522 0		$4,936.84	1	$4,936.84

Estimated delivery if purchased today:
Oct. 28, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
CS-CITY OF LUBBOCK-Threat prev ention subscription for device in an HA pair renewal, PA-522 0	AB325835	-	1	-

			Qty	Subtotal
CS-CITY OF LUBBOCK-PANDB URL f iltering subscription for devi ce in an HA pair renewal, PA-5 020		$3,949.70	1	$3,949.70

Estimated delivery if purchased today:
Oct. 28, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
CS-CITY OF LUBBOCK-PANDB URL f iltering subscription for devi ce in an HA pair renewal, PA-5 020	AB325836	-	1	-

			Qty	Subtotal
CS-CITY OF LUBBOCK-Premium sup port renewal, PA-5020		$7,820.45	1	$7,820.45

Estimated delivery if purchased today:
Oct. 28, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
CS-CITY OF LUBBOCK-Premium sup port renewal, PA-5020	AB325837	-	1	-

			Qty	Subtotal
CS-CITY OF LUBBOCK-Premium sup port renewal, PA-5220		$8,500.48	1	$8,500.48

Estimated delivery if purchased today:
Oct. 28, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
CS-CITY OF LUBBOCK-Premium sup port renewal, PA-5220	AB325838	-	1	-

			Qty	Subtotal
CS-CITY OF LUBBOCK-Premium sup port renewal, PA-5020		$7,820.45	1	$7,820.45

Estimated delivery if purchased today:
Oct. 28, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
CS-CITY OF LUBBOCK-Premium sup port renewal, PA-5020	AB325839	-	1	-

	Qty Subtotal

Dell Marketing LP. U.S. only. Dell Marketing LP is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

CS-CITY OF LUBBOCK-Premium sup port renewal, PA-5220 $8,500.48 1 $8,500.48

Estimated delivery if purchased today:
Oct. 28, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
CS-CITY OF LUBBOCK-Premium sup port renewal, PA-5220	AB325840	-	1	-

		Qty	Subtotal
CS-CITY OF LUBBOCK-PANDB URL f iltering subscription for devi ce in an HA pair renewal, PA-5 220	$4,937.12	1	$4,937.12

Estimated delivery if purchased today:
Oct. 28, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
CS-CITY OF LUBBOCK-PANDB URL f iltering subscription for devi ce in an HA pair renewal, PA-5 220	AB325841	-	1	-

		Qty	Subtotal
CS-CITY OF LUBBOCK-Threat prev ention subscription renewal, P A-5020	$5,642.42	1	$5,642.42

Estimated delivery if purchased today:
Oct. 28, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
CS-CITY OF LUBBOCK-Threat prev ention subscription renewal, P A-5020	AB325842	-	1	-

		Qty	Subtotal
CS-CITY OF LUBBOCK-PANDB URL f iltering subscription for devi ce in an HA pair renewal, PA-5 220	$4,937.12	1	$4,937.12

Estimated delivery if purchased today:
Oct. 28, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
CS-CITY OF LUBBOCK-PANDB URL f iltering subscription for devi ce in an HA pair renewal, PA-5 220	AB325843	-	1	-

		Qty	Subtotal
CS-CITY OF LUBBOCK-Threat prev ention subscription for device in an HA pair renewal, PA-522 0	$4,937.12	1	$4,937.12

Estimated delivery if purchased today:
Oct. 28, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
CS-CITY OF LUBBOCK-Threat prev ention subscription for device in an HA pair renewal, PA-522 0	AB325844	-	1	-

		Qty	Subtotal
CS-CITY OF LUBBOCK-Threat prev ention subscription for device in an HA pair renewal, PA-502 0	$3,949.70	1	$3,949.70

Estimated delivery if purchased today:
Oct. 28, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal

Dell Marketing LP. U.S. only. Dell Marketing LP is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

CS-CITY OF LUBBOCK-Threat prev ention subscription for device in an HA pair renewal, PA-502 0	AB325845	-	1	-

		Qty	Subtotal
CS-CITY OF LUBBOCK-PANDB URL f iltering subscription for devi ce in an HA pair renewal, PA-5 020	$3,949.70	1	$3,949.70

Estimated delivery if purchased today:
Oct. 28, 2020
Contract # C000000006841
Customer Agreement # DIR-TSO-3763

Description	SKU	Unit Price	Qty	Subtotal
CS-CITY OF LUBBOCK-PANDB URL f iltering subscription for devi ce in an HA pair renewal, PA-5 020	AB325846	-	1	-

Subtotal:	**$69,881.58**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$69,881.58**

Dell Marketing LP. U.S. only: Dell Marketing LP, is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

Customer agrees to accept delivery of its order within a reasonable amount of time from when the order is shipped.

Dell Marketing L.P.
One Dell Way
Round Rock, Texas 78682

Telephone
Telefax

March 24, 2020

Dear Sirs,

Dell Marketing LP is a wholly owned subsidiary of Dell Technologies Inc., a publicly traded business entity since December 2018.

This is publicly available information and is posted on the SEC website, for a SEC reference document please see the following that lists all subsidiaries of Dell Technologies, Inc. as of the date specified:

https://www.sec.gov/Archives/edgar/data/1571996/000157199619000008/exhibit211_020119.htm

Dennis Brabandt

Dennis Brabandt
Dell Marketing L.P.
Contract Program Manager

Dell Customer Communication - Confidential

Regular City Council Meeting **7. 24.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33001402, with SHI Government Solutions, for the renewal of the Retain Server and GWAVA Licenses and Business Support.

Item Summary

The cost of the renewal of the Retain Server and GWAVA Licenses and Business Support is $61,164.76, for the period of 10/07/2020, through 10/06/2021.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-3984.

Fiscal Impact

The amount of $61,164.76 for the Retain Server and GWAVA Licenses and Business Support is budgeted in the FY 2019-20 Information Technology Operating Budget.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution - SHI Government Solutions, Inc.

PO 33001402 - SHI Government Solutions, Inc.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 33001402 for the renewal of the Retain Server & GWAVA Licenses & Business Support as per DIR-TSO-3984, by and between the City of Lubbock and SHI Government Solutions, Inc., of Austin, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

ccdocs/RES.-PurchaseOrd 33001402 – Renewal of the Retain Server & GWAVA Licenses & Bus. Support
September 14, 2020

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/14/2020
Order Number 33001402 000 OP
Branch/Plant 3410

TO: SHI GOVERNMENT SOLUTIONS INC
1301 SOUTH MOPAC EXPRESSWAY
SUITE 375
AUSTIN TX 78746

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
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 9/14/2020 Freight
Requested 9/30/2020 Taken By J MONTES
Delivery Per J Zhine / Req # 56334 Quote #19222810 / DIR-TSO-3984

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Retain Exchng Module Rnew Bus	2,993.000	5.0200	EA	15,024.86	9/30/2020
Support 1Y per user #64001SB					
Retain Server Active Bus Supp	2,993.000	5.6800	EA	17,000.24	9/30/2020
1Y 10/7/20-10/6/21 #63001MB					
SecureMsg GTW SMTP/Exch BusSup	2,993.000	5.0200	EA	15,024.86	9/30/2020
1Y 10/20-10/21 #61101MB-GOV					
Retain Server Inactive RenwBus	2,485.000	5.6800	EA	14,114.80	9/30/2020
Sup 1Y/unified acct #63101MB					

Total Order

Terms NET DUE ON RECEIPT 61,164.76

This purchase order encumbers funds in the amount of $61,164.76 awarded to SHI Government Solutions, Inc. of Austin, TX, on _____, 2020. The following is incorporated into and made part of this purchase order by reference: contract DIR-TSO-3984 and Quote 19222810 from SHI Government Solutions, Inc. of Austin, TX. Resolution# _____

CITY OF LUBBOCK ATTEST:

_____ _____
Daniel M. Pope, Mayor Rebecca Garza, City Secretary

Rev. 1/2020

PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX

Seller and Buyer agree as follows:

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Whereever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. HOUSE BILL 2015. House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified. (Texas Government Code Section 2155.001).

28. ASSIGNING OR SUBLETTING THE CONTRACT. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

29. HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES. House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

31. 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: orr@mylubbock.us. Please send this request to this email address for it to be processed.

Pricing Proposal
Quotation #: 19222810
Reference #: **PO# 33001252 000 OP**
Created On: 8/3/2020
Valid Until: 10/6/2020

CITY OF LUBBOCK

Jay Zhine
P.O. BOX 2000
ATTN: ACCOUNTS PAYABLE
LUBBOCK, TX 79457
UNITED STATES
Phone: (806) 775-2366
Fax:
Email: JZhine@mail.ci.lubbock.tx.us

Inside Account Manager

Richard Lettiere
Questions, quote requests, and PO's please send to Texas@shi.com

3828 Pecana Trail
Austin, TX 78749
Phone: 800-870-6079
Fax: 512-732-0232
Email: Richard_Lettiere@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	Retain Exchange Module Renewal Business Support Subscription 1-Year 1-User 1-User Micro Focus - Part#: 64001SB Contract Name: Software Contract #: DIR-TSO-3984 Coverage Term: 10/7/2020 – 10/6/2021	2993	$14.00	$5.02	$15,024.86
2	Retain Server Active Renewal Business Support 1-Year (per unified account) Micro Focus - Part#: 63001MB Contract Name: Software Contract #: DIR-TSO-3984 Coverage Term: 10/7/2020 – 10/6/2021	2993	$5.80	$5.68	$17,000.24
3	Secure Messaging Gateway for SMTP/Exchange Renewal Business Support 1-Year (per user) Micro Focus - Part#: 61101MB Contract Name: Software Contract #: DIR-TSO-3984 Coverage Term: 10/7/2020 – 10/6/2021	2993	$8.60	$5.02	$15,024.86
4	Retain Server Inactive Renewal Business 1-Year (per unified account) Micro Focus - Part#: 63101MB Contract Name: Software Contract #: DIR-TSO-3984 Coverage Term: 10/7/2020 – 10/6/2021	2485	$5.80	$5.68	$14,114.80
				Total	$61,164.76

Additional Comments

Micro Focus has a no returns policy.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and

fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Regular City Council Meeting **7. 25.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order 33001397, with Microsoft Corporation, for the Enterprise Support Services Agreement to maintain Microsoft products and applications.

Item Summary

The renewal of the agreement for Enterprise Support Services is necessary to obtain the support required when a Microsoft product(s) or application(s) require fixes, upgrades or migrations. The agreement includes Advanced Advisory Support, Built-in Proactive Services, Problem Resolution, Delivery Management, Cloud Success, On-demand Assessment, Reactive Enabled Contacts, and Add-on Services that include Proactive Credits and Extended Delivery Management. These items are not included in the Enterprise Agreement.

The purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-TSO-4092.

Fiscal Impact

The amount of $73,153 for the Enterprise Support Services Agreement is budgeted in the FY 2019-20 Information Technology Operating Budget.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Microsoft Services PO 33001397 Resolution

Microsoft Services PO 33001397

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. 33001397 for the purchase Microsoft Enterprise Support Services as per DIR-TSO-4092, by and between the City of Lubbock and Microsoft Services of Dallas, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

ccdocs/RES.-PurchaseOrd 33001397 – Microsoft Enterprise Support Services
September 10, 2020

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 9/10/2020
Order Number 33001397 000 OP
Branch/Plant 3410

TO: MICROSOFT SERVICES
C/O BANK OF AMERICA LOCKBOX 844510
1950 NORTH STEMMONS FWY, SUITE 5010
DALLAS TX 75207

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
1314 AVENUE K - BASEMENT
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 9/10/2020 Freight .
Requested 9/28/2020 Taken By J MONTES
Delivery Per J Zhine / Req #56317 DIR-TSO-4092 PUR 15499

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Microsoft Entrpr Supp Serv COL	1.000	64,653.0000	EA	64,653.00	9/28/2020
TX 2020-21 Unified Advan Supp					
Unified Advanced Support	1.000	8,500.0000	EA	8,500.00	9/28/2020
Add-on COL 2020-21					
Advanced Advisory Support	1.000		EA		9/28/2020
Hours as needed -Advisory Serv					
Advanced Built-in Proactice	1.000		EA		9/28/2020
Services - generic - Administr					
Advanced Problem Resolution	1.000		EA		9/28/2020
Hrs as needed -Resolution Supp					
Advanced Serv Delivery Mgmt	1.000		EA		9/28/2020
Service Delivery Management					
Modern Srv Mgmt Cloud Success	1.000		EA		9/28/2020
Plan Generic - IT Serv Mgmt					
On-demand Assessment/Setup &	1.000		EA		9/28/2020
Config/Educ - On Demand Assess					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 9/10/2020

Order Number 33001397 000 OP

Branch/Plant 3410

TO:	SHIP TO:
MICROSOFT SERVICES C/O BANK OF AMERICA LOCKBOX 844510 1950 NORTH STEMMONS FWY, SUITE 5010 DALLAS TX 75207	CITY OF LUBBOCK INFORMATION TECHNOLOGY 1314 AVENUE K - BASEMENT 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 9/10/2020 Freight .

Requested 9/28/2020 Taken By J MONTES

Delivery Per J Zhine / Req #56317 DIR-TSO-4092 PUR 15499

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Online Support Portal	20.000		EA		9/28/2020
Administrative					
Reactive Enabled Contacts	1.000		EA		9/28/2020
Problem Resolution Support					
Webcasts As-Needed	1.000		EA		9/28/2020
Webcast					
Proactive Credits Add-on	1.000		EA		9/28/2020
Proactive Credits - 65 ea					
Service Delivery Mgmt Extended	1.000		EA		9/28/2020
Service Delivery Management					

Total Order

Terms NET 30 73,153.00

This purchase order encumbers funds in the amount of $73,153.00 awarded to Microsoft Services Dallas, TX, on _____ 2020. The following is incorporated into and made part of this purchase order by reference contract: DIR-TSO-4092 from Microsoft Services Dallas, TX. Resolution#_____

CITY OF LUBBOCK ATTEST:

_____ _____

Daniel M. Pope, Mayor Rebecca Garza, City Secretary

Rev. 1/2020

PURCHASE ORDER
TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX

Seller and Buyer agree as follows:

1. **SELLER** TO PACKAGE GOODS. Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. SHIPMENT UNDER RESERVATION PROHIBITED. Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. TITLE AND RISK OF LOSS. The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4. NO REPLACEMENT OF DEFECTIVE TENDER. Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

5. INVOICES & PAYMENTS. a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.

6. GRATUITIES. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

7. SPECIAL TOOLS & TEST EQUIPMENT. If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

8. WARRANTY-PRICE. a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of viciation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

9. WARRANTY-PRODUCT. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub- Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

10. SAFETY WARRANTY. Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.

11. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS. As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

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

13. RIGHT OF INSPECTION. Buyer shall have the right to inspect the goods at delivery before accepting them.

14. CANCELLATION. Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

15. TERMINATION. The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 14, herein.

16. FORCE MAJEURE. Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.

17. ASSIGNMENT-DELEGATION. No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.

18. WAIVER. No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

19. INTERPRETATION-PAROLE EVIDENCE. This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

20. APPLICABLE LAW. This agreement shall be governed by the Uniform Commercial Code. Whereever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

21. RIGHT TO ASSURANCE. Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

22. INDEMNIFICATION. Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expenses, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.

23. TIME. It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.

24. MBE. The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.

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

26. RIGHT TO AUDIT. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

27. HOUSE BILL 2015. House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified. (Texas Government Code Section 2155.001).

28. ASSIGNING OR SUBLETTING THE CONTRACT. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

29. HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES. House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at: http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

31. 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: orr@mylubbock.us. Please send this request to this email address for it to be processed.

Microsoft

Microsoft Enterprise Services Work Order

(For Microsoft Internal Purposes Only)

Work Order Number

T0002011-309949-374715

This Work Order consists of the terms and conditions below, and the provisions of the Microsoft Master Services Agreement (MSA) reference U5228634, effective as of 5/2/2017 (the "Agreement"), the provisions of the Support Services Description applicable to the Support Services identified in this Work Order, and any attachments or exhibits referenced in this Work Order, all of which are incorporated herein by this reference. In this Work Order "Customer," "you," or "your" means the undersigned customer or its affiliate and "Microsoft", "we," "us," or "our" means the undersigned Microsoft affiliate.

By signing below the parties acknowledge and agree to be bound to the terms of this Work Order, the Agreement and all other provisions incorporated in them. Regardless of any terms and conditions contained in a purchase order, if any, the terms of this Work Order apply.

Customer	**Microsoft Affiliate**
Name of Customer (please print) **City of Lubbock**	Name **Microsoft Corporation**
Signature	Signature
Name of person signing (please print) **Daniel M. Pope**	Name of person signing (please print)
Title of person signing (please print) **Mayor**	Title of person signing (please print)
Signature date	Signature date (effective date)
Name of Customer or its Affiliate that executed the Agreement (if different from Customer above)	

ATTEST:

Rebecca Garza, City Secretary

Approved to Content:

Mark Yearwood, Assistant City Manager

Approved to form:

Ryan Brooke, Assistant City Attorney

Customer invoice information		
Name of Customer City of Lubbock		Contact Name (Receives invoices under this Work Order) James C. Brown
Street Address 1314 Avenue K		Contact E-Mail Address JBrown@mylubbock.us
City Lubbock	State/Province Texas	Phone 806-775-2372
Country United States	Postal Code 79401	Fax

1. Support Services and Fees.

1.1. Term.

Microsoft Enterprise Support Services shall be effective and will commence on **11/1/2020** or the last above Signature Date, whichever is later (the "Support Commencement Date") and shall expire twelve (12) months following the Support Commencement Date (the "Support Expiration Date"). This Work Order may be amended, and the Period of Performance extended prior to the Support Expiration Date. In order for Microsoft to continue performing Services after the Support Expiration Date of this Work Order, Customer and Microsoft shall agree in writing to a new Work Order identifying the new terms upon which Customer and Microsoft agree.

1.2. Description of the Services.

Please refer to the current Support Services Description ("SSD") which will be incorporated by reference and is published by Microsoft from time to time at http://www.microsoft.com/en-us/microsoftservices/PubSec-support-services-description. The support services you purchase under this agreement may be updated from time to time and that update will supersede any services previously listed.

Services by Support Location

Unified Advanced Support for TX-City of Lubbock US - SLG - Central 11/1/2020 - 10/31/2021		
Quantity	Service	Service Type
Included	Advanced Advisory Support Hours As-needed	Advisory Services
1 ea	Advanced Built-in Proactive Services • Advanced Built-in Proactive Services - Generic	Administrative
Included	Advanced Problem Resolution Hours As-needed	Problem Resolution Support
Included	Advanced Service Delivery Management	Service Delivery Management
1 ea	Modern Service Management - Cloud Success Plan Generic	IT Service Management
Included	On-demand Assessment	On-Demand Assessment
1 ea	On-Demand Assessment - Setup and Config Service	On-Demand Assessment Remote
Included	On-demand Education	On-Demand Education
Included	Online Support Portal	Administrative
100 ea	Reactive Enabled Contacts	Problem Resolution Support
Included	Webcasts As-Needed	Webcast

Unified Advanced Support (Add-on) for City of Lubbock US - SLG - Central 11/1/2020 - 10/31/2021		
Quantity	Service	Service Type
65 ea	Proactive Credits	Proactive Credits
Included	Service Delivery Management Extended	Service Delivery Management

1.3. Support Services Fees.

The items listed in the table above represent the services that Customer has pre-purchased for use during the term of this Work Order, and applicable fees are shown in the table below. Microsoft Support Services are a non-refundable prepaid service. Microsoft must receive Customer purchase order or payment before Microsoft commences or continues, as applicable, provision of Microsoft Support Services. If Customer issues a purchase order, Microsoft will invoice Customer, and Customer agrees to pay Microsoft within 30 calendar days of the date of Microsoft invoice. Microsoft reserves the right to adjust Microsoft fees prior to entering into any changes to the Microsoft Support Services ordered herein.

Services Summary	Billing Date	Fee USD
Unified Advanced Support for TX-City of Lubbock	11/1/2020	64,653
Unified Advanced Support (Add-on) for City of Lubbock	11/1/2020	8,500
Subtotal		73,153
Total Fees (excluding taxes)		**73,153**

Support for Microsoft Products

Microsoft will provide support for Customer's licensed, commercially released and generally available Microsoft products, and cloud services subscriptions by Customer in Appendix A.

1.4. Customer Named Contacts.

Any changes to the named contacts should be submitted to Microsoft Contact.

Name of Customer Support Service Administrator Jerrid Sanders		
Street Address 1314 Avenue K	Contact E-Mail Address JSanders@mylubbock.us	
City Lubbock	State/Province Texas	Phone 806-775-2396
Country United States	Postal Code 79401	Fax

Use, ownership, rights, and restrictions.

1.5. Products.

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions. Product availability may vary by region. "Product Terms" means the document that provides information about Microsoft Products available through volume licensing. The Product Terms document is published on the Volume Licensing Site (http://www.microsoft.com/licensing/contracts or successor site) and is updated from time to time.

All products and related solutions provided under this Work Order will be licensed according to the terms of the license agreement packaged with or otherwise applicable to such product. Customer is responsible for paying any licensing fees associated with Products.

1.6. Fixes

"Fixes" means Product fixes, modifications, enhancements, or their derivatives, that Microsoft either releases generally (such as service packs), or that Microsoft provides to Customer when performing Professional Services (all support, planning, consulting and other professional services or advice, including any resulting deliverables provided to Customer under this Work Order, to address a specific issue. "Professional Services" means Product support services and Microsoft consulting services provided to Customer under this Work Order. "Professional Services" or "services" does not include Online Services, unless specifically noted.

Fixes are licensed according to the license terms applicable to the Product to which those Fixes relate. If the Fixes are not provided for a specific Product, any other use terms Microsoft provides with the Fixes will apply.

1.7. Pre-existing Work.

"Pre-existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Work Order.

All rights in Pre-existing Work shall remain the sole property of the party providing the Pre-existing Work. Each party may use, reproduce and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

1.8. Services Deliverables.

"Services Deliverables" means any computer code or materials, other than Products or Fixes that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services. Upon payment in full for the Professional Services, Microsoft grants Customer a non-exclusive, non-transferable perpetual, fully paid-up license to reproduce, use and modify the Services Deliverable, solely in the form delivered to Customer and solely for Customer's internal business purposes, subject to the terms and conditions of this Work Order.

1.9. Affiliates' rights.

"Affiliate" means any government agency, department, office, instrumentality, division, unit or other entity of Customer's state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer; together with, as mandated by law, any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality located within Customer's state jurisdiction and geographic boundaries; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates.

Customer may sublicense the rights contained in this subsection relating to Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights and Customer's Affiliates' use must be consistent with the license terms contained in this Work Order.

1.10.Restrictions on use.

Customer must not (and must not attempt to) (1) reverse engineer, decompile or disassemble any Product, Fix, or Services Deliverable, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to obligations beyond those included in this Work Order; or (3) work around any technical limitations in the Products or Services Deliverables or restrictions in Product documentation. Except as expressly permitted in this Work Order, Customer must not (1) separate and run parts of a Product on more than one device, upgrade or downgrade parts of a Product at different times, or transfer parts of a Product separately; or (2) distribute, sublicense, rent, lease, lend, or use any Product, Fix, or Services Deliverable to offer hosting services to a third party.

1.11.Reservation of rights.

All rights not expressly granted are reserved to Microsoft.

Microsoft Contact

Customer contact for questions and notices about this Work Order.

Microsoft contact name Steven Carvell	
Phone 701-281-6551	Contact e-mail address Steven.Carvell@microsoft.com

Appendix A

Below is a list of your declared licensed products and cloud services for which Microsoft will provide support services as defined within this document.

Customer Name	Licensing Program	Licensing Enrollment/Agreement Number
CITY OF LUBBOCK	Enterprise 6	4942386
CITY OF LUBBOCK	Enterprise 6	86439211
CITY OF LUBBOCK WATER	OPEN	02006501ZZS2101

Regular City Council Meeting **7. 26.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Service Agreement 15323, with Seay Collision, Inc., dba Maaco Collision Repair & Auto Painting, for body shop repair for light and medium size vehicles.

Item Summary

The City issued RFP 20-15323-RR, for paint and body repairs for light and medium size vehicles in the City's fleet. The 2 vendors submitting proposals were Seay Collision, Inc., dba Maaco Collision Repair & Auto Painting, Lubbock, Texas, and Pollard Ford, Lubbock, Texas.

Proposals were evaluated using points based on qualifications, experience and references (30 points), quality of materials and workmanship (20 points), cost (30 points), and location and security of repair facility (20 points), for a total of 100 points per evaluator.
The 3-person evaluating committee ranked the vendors as follows:

Vendor	Points
Seay Collision, Inc., dba Maaco Collision Repair & Auto Painting, Lubbock, TX	256
Pollard Ford, Lubbock, TX	200

The contract is awarded to the vendor with the highest overall score from the evaluation committee. Fleet Operations staff recommends the contract for body shop repair for light and medium size vehicles to be awarded to Seay Collision, Inc., dba Maaco Collision Repair & Auto Painting of Lubbock, Texas.

The contract will be for one year with the option of 4 one-year renewals.

Fiscal Impact

Costs associated with this contract will be charged to individual department vehicle maintenance accounts, as approved in the FY 2019-20 Operating Budget. Estimated costs are $260,000 per year, for a total contract cost of $1,300,000.00. Actual expenditures will depend on the number of vehicles sent to the body shop for repair, and the extent of repairs.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution - Maaco
Contract - Maaco

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. 15323 for Body Shop and repair for light and medium size vehicles as per RFP 20-15323-RR, by and between the City of Lubbock and Seay Collision, Inc., DBA Maaco Collision Repair & Auto Painting of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Contract 15323 – Body Shop and repair for light and medium size vehicles
July 28, 2020

Contract 15323

City of Lubbock, TX
Body Shop and repair for light and medium size vehicles
Agreement

This Service Agreement (this "Agreement") is entered into as of the __day of _____2020 ("Effective Date") by and between **Seay Collision, Inc. dba Maaco Collision Repair & Auto Painting** , (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 20-15323-RR, Body Shop repair for light and medium size vehicles.

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Body Shop repair for light and medium size vehicles, upon terms and conditions maintained in this Agreement; and

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

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

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

Scope of Work

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

Article 1

1.1 The contract shall be for a term of (1) one year, with the option of four (4), one (1) 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. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement

cannot be reached, the contract is terminated at the end of the current contract period. The scope of work shall remain the same but may include any additional structures and equipment that may have been added by the City of Lubbock.

1.2 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

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

1.4 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.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the

aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.

2.12 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.

2.13 Section 2270.002, Government Code, (a) This section applies only to a contract that: (1) Is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

2.14 SB 252 prohibits the City from entering into a contract with a vendor that is identified by The Comptroller as a company known to have contracts with or provide supplies or service with Iran, Sudan or a foreign terrorist organization.

-----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:

_____

Billy Taylor, Director of Fleet Services

APPROVED AS TO FORM

_____

Kelli Leisure, Assistant City Attorney

CONTRACTOR

BY: _____

Authorized Representative
Roy A. Seay
2226 Genoa Avenue
Lubbock, Texas 79424

City of Lubbock, TX
RFP 20-15323-RR
Body Shop repair for light & medium size vehicles

GENERAL

The City of Lubbock is interested in receiving proposals from qualified offerors to provide automotive body damage repair services and related mechanical repairs to the City's vehicle fleet (including cars, light trucks, SUVs, Patrol Tahoes, vans, heavy trucks, fire apparatus, trailers, etc.). The City's intent is to establish an annual contract with multiple qualified Contractor's for these services for the period and renewal options specified. All offerers must be open to inspection of location prior to and during contract period by the City of Lubbock.

Contractors are encouraged to submit proposals for all or any combination of vehicle class categories included in the City's fleet. Currently, the City's fleet includes the following: Class 1 - Class 8

Repair of other specialized fleet equipment not listed in this section may also be requested as needed.

CONTRACT PERIOD

The contract period shall be from date of award for one year, with options to renew, for four (4) additional years in one (1) year increments.

SCOPE OF SERVICES

The Contractor shall be responsible for making general body and required mechanical repairs related to accidents and vandalism to the City's owned or maintained vehicles or equipment.

Estimates:
In all cases, repairs shall only be authorized by, and compensated for to the extent as specified in the written Damage Repair Estimate (the "estimate") provided to the City by Contractor. Estimates may be subsequently amended by Contractor as required for hidden damages, but only with prior written approval by the City.

Vehicles in need of repair estimates will be located at the City of Lubbock Fleet Facility at 206 Municipal Drive unless otherwise noted. The City of Lubbock Fleet Department will set a time for review of the needed vehicle with a Fleet representative present. The estimate shall clearly indicate supplied parts and repair materials as New Original Equipment Manufacturer's (OEM). Estimates must be received within 24 hours of examining the vehicle and must include photos of the areas in need of repair or replaced.

Labor estimates shall be based upon and supported by standard reference publications generally recognized for use by the body repair industry, such as CCC Pathways software, Mitchell's, Alldata or Motor's Collision Repair manuals. The estimate shall state the reference publication used.

Estimated completion times shall be furnished on each estimate as well as the expected start work date. The City may approve additional time to complete repairs for previously hidden damages or non-availability of repair parts upon Contractor's request and documentation and must be submitted within 24 hours of finding additional areas of need.

Estimates need not include the price to replace the City of Lubbock logo or decal. That will be done at the City of Lubbock Fleet department.

After approval has been given to the Contractor to do the work, it is the responsibility of the Contractor to pick up or tow the vehicle to the vendor's location.

Performance:
Quality of the completed work for fit, finish, sheet metal work, overall painting and patching must be acceptable to the City. The standard applied shall be:

- Repaired surface area will match the rest of the vehicle in color, fit, and/or finish
- All body and repair parts or materials used in the repairs shall be certified by their manufacturer as meeting Original Equipment Manufacturer's [OEM] specifications.

The City, at its option, may elect to provide required repair parts to Contractor. In such case, Contractor shall not be required to warranty the City's provided parts or labor required for *rework* due to failure of the City's provided parts.

If the Contractor decides to sublet any repairs to a third party, prior approval must be received from the City of Lubbock Fleet Department.

Accident related damages discovered by Contractor subsequent to completion of the estimate and which were omitted from the estimate (hereafter "hidden damages"), shall be reported to the City to obtain written authorization to make such additional repairs and must be submitted within 24 hours of finding additional areas of repair need.

Once the vehicle is complete, the Contractor will notify the City of Lubbock Fleet Department that the vehicle is ready for inspection at the Contractor's site. Once work is approved, vehicle will be picked up.

The City will use the following items throughout the duration of the contract to evaluate contractors' performance:

1. Number of estimates requiring supplementary repairs
2. Costs of supplementary repairs and parts
3. Number of times work was not completed on time
4. Number of times vehicle was sent back for rework
5. Number of invoicing errors

ADDITIONAL REQUIREMENTS

Contractor shall be liable for security and safekeeping of the City's vehicles to include attachments, components, emergency signal equipment and radios when left with Contractor for repairs. Contractor shall maintain records and comply with all applicable EPA and OSHA requirements governing auto body repair. Records of all hazardous waste removal shall be made available to the City or its assigned agents. Contractor shall maintain vendor receipts for parts used in making the needed repairs. Parts pricing shall be subject to audit by the City to verify the markup specified in the pricing schedule.

PAYMENT

City shall pay Contractor only for work specifically authorized and performed per the estimate and any previously approved supplements. Payment shall be made when the City's representative has accepted the repairs as satisfactory and signed the Contractor's invoice. A copy of the invoice must be given to the approver and one emailed to the City of Lubbock Fleet Department.

PRICE

The contract shall be for a term of one year, with the option of four, one year extensions, The City has the option to extend the contract four additional times in one-year increments, for a total possible contract time of five years. If the CITY opts for an extension, the Contractor's rates, as listed on Schedule Rate, shall be increased or decreased in proportion to the percentage increase or decrease, if any, in the Consumer Price Index (all Urban Consumers) for the 12 month period prior to the beginning of each contract extension.

City of Lubbock, TX
Body Shop Repair Services
RFP 20-15323-RR

PROPOSAL PRICE SHEET

The offeror agrees to provide the requested services/installation and equipment for automotive body damage repairs, in compliance with the specifications, terms and conditions herein, as follows:

State Warranty Period and Limitations, if any for: Lifetime Warranty

Body – Lifetime

Paint – Lifetime

Mechanical repairs – 90 days for mechanical parts – 180 days for mechanical labor

Hourly labor rate for body-work repairs	$	40	/Hour
Hourly labor rate for paint/refinishing	$	40	/Hour
Hourly labor rate for mechanical repairs	$	55	/Hour
Hourly labor rate for fiberglass repair (if available)	$	40	/Hour
Price to clean interior & exterior of vehicle prior to delivery, as needed	$	12	/Vehicle
Percent markup for repair or replacement parts		18	%
Percent markup, if any, on sublet repairs		18	%

Resource used for hourly labor repair estimate: Fleet rate with Hertz, Avis, Leaseplan, etc.

lease provide a pricelist for painting (include total prep time) each vehicle class based on the following:

- Entire vehicle Large truck $2,500: $2,000 Tahoe/Explore/pickup; $1,700 Crown Vic/Medium car
. Door $245
- Hood, $245
- Fender $245
- Bumper cover $245

Exhibit C

RFP 20-15323-RR

Body Shop and Repair for Light and medium Size Vehicles

INSURANCE

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

INSURANCE COVERAGE REQUIRED

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

SECTION C. 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			
☒ Commercial General Liability	☐ Other	General Aggregate	$1,000,000
☐ Claims Made	☒ Occurrence	Products-Comp/Op AGG	X
☐ W/Heavy Equipment		Personal & Adv. Injury	X
☐ To Include Products of Complete Operation Endorsements		Contractual Liability	X
		Fire Damage (Any one Fire)	____
		Med Exp (Any one Person)	____
PROFESSIONAL LIABILITY			
☐ _____		General Aggregate	$1,000,000
AUTOMOTIVE LIABILITY			
☒ Any Auto	☐ All Owned Autos	Combined Single Limit	
☐ Scheduled Autos	☐ Hired Autos	Each Occurrence	$1,000,000
☐ Non-Owned Autos			
EXCESS LIABILITY			
☐ Umbrella Form		Each Occurrence	
Aggregate		____	
GARAGE LIABILITY			
☒ Any Auto		Auto Only - Each Accident	$1,000,000
☐ _____		Each Accident Aggregate	____
☐ BUILDER'S RISK		☐ 100% of the Total Contract Price	
☐ INSTALLATION FLOATER		☐ 100% of the Total Material Costs	
☐ POLLUTION			
☐ CARGO			
☒ WORKERS COMPENSATION – STATUTORY AMOUNTS **OR**			
OCCUPATIONAL MEDICAL AND DISABILITY			$500,000
☒ EMPLOYERS' LIABILITY			$1,000,000

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED

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

☒ *To include products of completed operations endorsement.*

☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages, except* _____

The City of Lubbock shall be named as an additional insured on a primary and non-contributory basis and shall include waivers of subrogation in favor of the City on all coverage's. Copies of the Certificates of Insurance and all applicable endorsements are required.

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for thirty (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 and Contract Management
City of Lubbock
1314 Ave. K 9th Floor
Lubbock, Texas 79401

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

Regular City Council Meeting **7. 27.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 31054563, with Lubbock Truck Sales Inc., for the purchase of a Tandem Axle Truck Chassis with Roll off Container, for the Solid Waste Department.

Item Summary

In response to ITB 20-15404-RR, the following bids were received and opened on August 12, 2020. They were as follows:

Contractor	Amount
Lubbock Truck Sales, Lubbock, Texas	$150,597.00
Roberts Truck Centers, Lubbock, Texas	$154,002.00
Bruckner Truck Sales, Lubbock, Texas (Alt)	$162,436.00
Bruckner Truck Sales, Lubbock, Texas	$162,959.00
Rush Truck Center, Lubbock, Texas	$178,597.35
Industrial Power, Fort Worth, Texas	$228,767.00

Staff recommends award to the lowest bidder who met all specifications, Lubbock Truck Sales of Lubbock, Texas. Time for completion will be 60-90 days.

Fiscal Impact

$2,985,000 is appropriated in Capital Improvement Project 92652, Solid Waste Vehicle Replacement, with $150,597.00 available for this purpose. $160,000.00 was budgeted for this vehicle, so this is a savings of $9,403.00.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution PO31054563 Lubbock Truck Sales (15404)

PO 31054563 Lubbock Truck Sales (15404)

Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31054563 for the purchase of Tandem Axle Truck Chassis with roll off container as per ITB 20-15404-RR, by and between the City of Lubbock and Lubbock Truck Sales Inc., of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES. –PurchaseOrd 31054563 – Tandem Axle Truck Chassis with roll off container
August 31, 2020

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 8/28/2020
Order Number 31054563 000 OP
Branch/Plant 3526

TO:	LUBBOCK TRUCK SALES INC 1801 E SLATON HWY LUBBOCK TX 79404

SHIP TO:	CITY OF LUBBOCK FLEET SERVICES 206 MUNICIPAL DRIVE LUBBOCK TX 79404

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 8/28/2020 Freight .
Requested 12/28/2020 Taken By R ROCHA
Delivery J LOERWALD REQ 56010 ITB 20-15404-RR

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Tandem Axle Truck Chassis	1.000	150,597.0000	EA	150,597.00	12/28/2020

with roll off container

Total Order

Terms NET 30 150,597.00

This purchase order encumbers funds in the amount of $150,597.00 awarded to Lubbock Truck Sales Inc. of Lubbock, TX, on _____, 2020. The following is incorporated into and made part of this purchase order by reference: ITB 20-15404-RR dated August 11, 2020, from Lubbock Truck Sales Inc. of Lubbock, TX, and ITB 20-15404-RR.
Resolution #_____

CITY OF LUBBOCK

_____
Daniel M. Pope, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Rev. 1/2020

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 on insurance from the Subcontractor that complies with all contract Insurance requirements.

29. HOUSE BILL 1295 DISCLOSURE OF INTERESTED PARTIES. House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Instructions for completing Form 1295 are available at http://www.ci.lubbock.tx.us/departmental-websites/departments/purchasing/vendor-information

30. CONTRACTOR ACKNOWLEDGES, by supplying any Goods or Services that the Contractor has read, fully understands, and will be in full compliance with all terms and conditions and the descriptive material contained herein and any additional associated documents and Amendments. The City disclaims any terms and conditions provided by the Contractor unless agreed upon in writing by the parties. In the event of conflict between these terms and conditions and any terms and conditions provided by the Contractor, the terms and conditions provided herein shall prevail. The terms and conditions provided herein are the final terms agreed upon by the parties, and any prior conflicting terms shall be of no force or effect.

31. 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.

32. 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.

33. Pursuant to Section 552.301(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: orr@mylubbock.us. Please send this request to this email address for it to be processed.

City of Lubbock, TX
Tandem Axle Truck Chassis with roll off container
ITB 20-15404-RR

In compliance with the **Invitation to Bid 20-15404-RR**, 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 **20-15404-RR** is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

Item	Qty. (+/-)	Unit of Measure	Description	*Unit Price	**Delivery (Days) ARO
1.	1	Each	SPEC: 5811 Residential Collection-Roll Off Tandem Axle Truck Chassis with roll off container frame assembly	$ 150,597.00	60-90
	Model Year, Brand Name and Model Number:				
			OPTION		
2.	1	Each	Extended Warranty	$ 6,707.00	

TOTAL: $ 150,597.00

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** ****ARO – After Receipt of Order**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking written and sealed competitive bids to furnish **Tandem Axle Truck Chassis with roll off container** per the attached specifications. Sealed bids will be received no later than **3:00 P.M. CST, August 12, 2020** if date/time stamped on or before **3:00 P.M., CST**. in the office listed below. **A Zoom meeting is scheduled for the opening of bids. Zoom Meeting ID: 797 140 5316, Passcode: 79401C**

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 10 calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING *(optional)*: The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES X NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Lubbock Truck Sales 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: Lubbock Truck Sales Inc.

Address: 1801 E. Slaton Hwy

City: Lubbock State: Tx Zip 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 8/6
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. P15961 (Franchised TX dealer)

By _____ Date: 8/11/20
Authorized Representative - must sign by hand

Officer Name and Title: Mike Iden
Please Print

Business Telephone Number 806-748-1529 FAX: 806-748-1240

E-mail Address: MIden@lubbocktrucksales.com

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: _____

REVISED
CITY OF LUBBOCK, TX
MINIMUM SPECIFICATIONS
TANDEM AXLE TRUCK CHASSIS WITH ROLL-OFF CONTAINER FRAME ASSEMBLY
SPEC: 5811-Residential Collection-Roll Off

It is the intent of this specification, referenced documents, requirements and conditions sections to describe the minimum performance requirements. The vehicle/equipment must meet or exceed the performance or construction described herein. The vendors shall be required to mark compliance or non-compliance to each item description in the space provided. All equipment furnished as standard to the general public on the product by the manufacturer shall be included, even when not specifically identified in this specification. Any deviations from the written specification, with date as shown in the Invitation to Bid (ITB), shall be noted on the attached Exceptions to the Specifications. In order to receive full consideration, ITB response quotation must follow this specification and the ITB's terms and conditions.

VENDOR NAME: LUBBOCK TRUCK SALES PHONE: 806-748-1529

MAKE: FREIGHTLINER MODEL: M2112 YEAR: 2021

NO.	ITEM.	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
	GENERAL	Tandem rear drive truck chassis with mounted, tilt frame assembly, provided with all features to handle the roll-off type, 30 to 40 cubic yard containers of nominal 22 to 24 feet lengths Equipment furnished for the specification shall comply with all applicable requirements of the Environmental Protection Agency's Exhaust Emission Standards (940 CFR 85) as issued under authority of the Clean Air Act, as amended, (42 USC 1857, et seq,). It shall be the responsibility to the vendor to ensure that the equipment furnished meets the most recent requirements of all applicable laws. In the event equipment is furnished that is not in compliance with the law, it shall be the responsibility of the vendor to make all necessary modifications to the equipment required to achieve compliance with these laws. A Certificate of Conformity on the engine is to be furnished with bid submission.	✓		
1.	CHASSIS	Truck chassis shall be a conventional cab, design with tilt front hood, diesel engine powered, with straight frame, and tandem drive axles.	✓		
2.	CAB TO AXLE	Cab to axle trunnion shall match body lift installed.	✓		
3.	CAB	Cab shall be of the conventional type full width design, with tilt hood feature, including all components as normally offered to the general public, such as sound suppression insulation, headliner, dome light, full instrumentation, dual sun visors, and door mounted armrest. Cab to have air cab mounts.	✓		
4.	ELECTRICAL	OEM 12 volt starting system, with 12-VDC electrical system. instrumentation shall include full gauges of either analog or digital display for engine oil pressure, Coolant temperature, battery voltage or charging amps, fuel level, tachometer, speedometer, and air pressure. All electrical wire harness shall be enclosed in loom and furnished with grommets when passing through any metal component. Pre-Trip exterior light test switch.	✓		

5.	**RADIO**	AM/FM radio with clock display shall be furnished.	✓		
6.	**AIR CONDITIONER**	OEM AC unit with dash outlets.	✓		
7.	**HEATER DEFROSTER**	OEM fresh air heater defroster assembly.	✓		
8.	**GLAZING**	OEM darkest tinted windows in all locations.	✓		
9.	**WASHER/WIPERS**	OEM wiper with intermittent operation and washers.	✓		
10.	**SEATING**	OEM air ride seats with cloth fabric covering, with seat belts with adjustable arm rest on driver seat only.	✓		
11.	**BUMPER**	OEM full width front bumper.	✓		
12.	**TOW HOOKS**	Chassis shall have two (2) front and two (2) rear, frame mounted with hooks.	✓		
13.	**MIRRORS**	West coast mirrors on each side with heads not less than 5x16 inches, with separate convex heads of not less than 5 inch diameter mounted separately, below mirror heads.	✓		
14.	**HORNS**	OEM electric and air horns.	✓		
15.	**ASSIST HANDLES**	Handles mounted on each side of cab, providing grip location for entry or exit.	✓		
16.	**COLOR**	Cab color OEM fleet white, with black frame.	✓		
17.	**ENGINE**	Minimum OEM classed 13 liter, diesel fueled, four stroke/cycle, turbocharged, liquid cooled engine with electronic controlled emissions, RPMs, and safety alarms, rated at not less than 400 net horsepower, with not less than 1,450 pounds torque within governed RPMs. 110V-AC engine block heater, with connector for plugging into standard 110V-AC grounded electrical outlet	✓		
18.	**TRANSMISSION**	Transmission shall be an Allison electronic 4500 RDS automatic, rated for not less than 1400 ft. lbs. torque, and provide not less than six (6) forward speeds and one (1) reverse.	✓		
19.	**FRONT AXLES**	Front axle shall provide not less than 18,000 lbs. capacity and include oil filled hubs and cabs.	✓		
20.	**REAR AXLES**	Rear tandem assembly shall provide not less than 44,000 lbs. capacity with suspension rated as required. Rear axles shall provide tandem drive design interlocking drive feature.	✓		
21.	**STEERING**	OEM power assisted steering shall be furnished.	✓		
22.	**SUSPENSION**	Front suspension shall include shock absorbers and rear suspension shall be the "Hendrickson HN400 Series, 46,000 pound capacity, with 54 inches axle spacing. (Or city approved equal)	✓		
23.	**BRAKES**	Full air operated brake system meeting DOT standards with "S" cam design, automatic slack adjusters, automatic heated air dryers and spring applied parking brake feature. All drums shall be out-board mounted design. Air compressor shall be rated at not less than 15 CFM.	✓		
24.	**WHEELS**	Ten hole, hub pilot disk type wheels shall be furnished.	✓		
25.	**TIRES**	Front tires shall be 385/65 R22.5, 18 ply front highway tread or City approved alternate. All rear tires shall be 11R-22.5 14 ply, mud and snow tread, or City approved alternate.	✓		
26.	**BATTERIES**	OEM battery configuration providing not less than 1800 CCA.	✓		

27.	**ALTERNATOR**	OEM heavy duty truck application design of not than 100 AMPS at 12 volt rating.	✓		
28.	**LIGHTING**	Truck lighting shall conform with all state DPS, and federal DOT requirements. Chassis and body shall be equipped with LED lights	✓		
29.	**FUEL TANK(S)**	OEM fuel capacity of not less than 100 gallons.	✓		
30.	**EXHAUST**	Shall meet EPA standards.	✓		
31.	**TILT FRAME**	The tilt frame shall be a "Galbreath" model U5-IO-194, or City approved equal. The frame shall accommodate either inside or outside rail designed containers. The frame shall be designed and furnished with related attachments as required for loading, transporting, unloading roll-on, roll-/off type containers and of 22 to 24 feet length with a gross weight of 60,000 pounds. Shall have full size steel diamond plate fenders.	✓		
32.	**TOOL BOX**	Shall have a steel tool box 36" length, 20" width, 20" depth located on the left side of the truck frame.	✓		
33.	**SECUREMENT SYSTEM**	Shall have front automatic spring lock and rear air automatic lock box –The Hooker by Galfab or City approved equal.	✓		
34.	**CAPACITY**	Frame system design shall provide a load, carry and dump capacity rating of not less than 60,000 pounds	✓		
35.	**CONTAINER STOP**	Forward end of tilt frame shall be furnished with a heavy metal device designed to stop and hold container when fully loaded onto the frame. The device shall be designed with a minimum of 250% load safety factor.	✓		
36.	**SIDE ROLLERS**	Frame shall be furnished with side rollers designed to support the weight of the containers while loading and unloading the container. Rollers shall be furnished for both inside and outside frame designed containers.	✓		
37.	**DUMP ANGLE**	Frame design shall provide for not less than 45 degrees dump angle while parked on a level surface	✓		
38.	**HOIST CYLINDER OR WINCH**	A hydraulic powered winch or hoist cylinder shall be furnished and equipped with cab mounted controls located convenient to seated operator. The loading system shall provide smooth even loading unloading capability without assistance. The system shall contain covered cable sheaves not smaller than ten inches diameter.	✓		
39.	**OVAL EYE CONNECTOR**	Oval eye connector shall be of drop forged design, approximately 12 inches in length, with an opening of 4 1/8 inch long x 1 7/8 inch wide x 3 5/8 inch thickness.	✓		
40.	**HYDRAULIC POWER**	Hydraulic pump shall be PTO driven, mounted transmission. Pump and PTO shall be unit construction. The hydraulic tank shall be not less than 40 gallons capacity and shall be mounted on chassis frame, with lowest point higher than bottom of differential housing. The system shall include a full flow spin on filter with shut-off valve allowing easy filter change. No high pressure hydraulic hoses shall be routed within the cab area.	✓		
41.	**PTO**	PTO shall be air or electric operated, hot shift engagement capability, and transmission mounted design. Programmed to include 2nd gear lockout to allow operator to use hoist in reverse, neutral and first gears only. PTO and pump shall be of the unit construction, without drive shaft.	✓		

42.	**CONTROLS**	System shall have in-cab electric or pneumatic controls for dumping, loading or unloading containers. Lever and cable controls are not acceptable. In addition to in-cab controls a set of controls shall be located at the rear of cab, on the driver side, for operation while standing on surface level alongside the truck.	✓		
43.	**FRAME HINGE**	Tilt frame shall be furnished with heavy hinges welded to tilt frame and attached to truck frame with manufacturer's standard practice.	✓		
44.	**LOAD TARP**	Roll-off frame assembly shall be furnished with an automatic tarping system; "Pioneer cover-all", Model RP4500 SARG, rack and pinion design, or City approved equal. The system shall be an electric or hydraulic operated, self-contained, load tarp down assembly. The tarp down assembly shall include side mounted controls, and a frame work with roller and full length tarp fabric. The tarp roller shall be furnished with a full width cradle providing support when not deployed. Tarp roller support arms shall be moved by hydraulic cylinders from cradle to full cover location and back to cradle position. Tarp fabric shall be of a tear resistant, weatherproof material.	✓		
45.	**PAINT**	Cab and wheel color with clear coat shall be OEM fleet white with chassis, suspension, axles, and tilt frame painted black.	✓		
46.	**WARRANTY**	All hydraulic cylinder, hoses, valves, tanks, and PTO pump, shall be warranted for not less than 24 months, 100%, parts and labor. All other components of the loading and dumping system shall be warranted for a period of 60 months against defective materials, defective design, defective welds and defective workmanship. Written detailed explanation of covered components that includes a complete listing of exclusions. Zero deductible. Chassis vendor shall provide a final warranty registration form upon delivery to the City of Lubbock.	✓		
47.	**MISCELLANEOUS**	Vendor shall provide a suggested repair parts stock list, including the part numbers of all filters, belts, and air cleaners.	✓		
48.	**FLOOD LIGHTS**	Shall be equipped with 4 (four) floodlights, to be mounted: 1. 2 (two) on top of tarp cradle frame. 2. 2 (two) on rear bumper.	✓		
49.	**MANUALS**	Shall provide operator and service manuals	✓		
		OPTION			
50.	**EXTENDED WARRANTY**	Extended warranty with full bumper to bumper coverage for five (5) years and a minimum of 100,000 miles warranty may exclude normal service, such as oil changes, tires and brake lining, but shall be explained fully with response. When extended warranty option purchased, the Allison transmission shall be furnished with synthetic oil as required to support extended warranty. Written detailed explanation of covered components that includes a complete listing of exclusions. Zero deductible.	✓		

PROVIDE BUILD DATES IN SPACE BELOW

	BUILD DATE:	/ /

MSO and paperwork

Vehicle/equipment will not be accepted by the City of Lubbock without
The MSO, all keys, and all paperwork

General requirement and information

Bidder shall submit with each bid, current printed literature and specification sheets on the unit offered in the response to solicitation.

Exceptions to the specifications of any items stated herein shall be fully described in writing by the bidding vendor in the space provided below. **List items by item numbers.**

City of Lubbock, TX
Capital Project
Project Cost Detail
September 22, 2020

Capital Project Number:	92652
Capital Project Name:	Solid Waste Vehicle Replacement FY 2019-20

		Budget
Encumbered/Expended		
Kann Manufacturing (8 packer bodies)	$	816,760
Rush Truck Center (5 Cab & Chassis)		675,303
3 Mack MRU613 for Solid Waste 5811(3 Cab &Chassis)		437,497
Peterbilt 348 Rear Loader for Solid Waste 5811		207,969
LH C&C and 4,000 Gallon Water Tank for Solid Waste Disposal (5815)		127,381
Agenda Item September 22, 2020		
Tandem Axle Truck Chassis with Roll Off Container		150,597
Encumbered/Expended To Date		2,415,507
Estimated Costs for Remaining Appropriation		
Solid Waste Vehicles		569,493
Remaining Appropriation		569,493
Total Appropriation	$	2,985,000

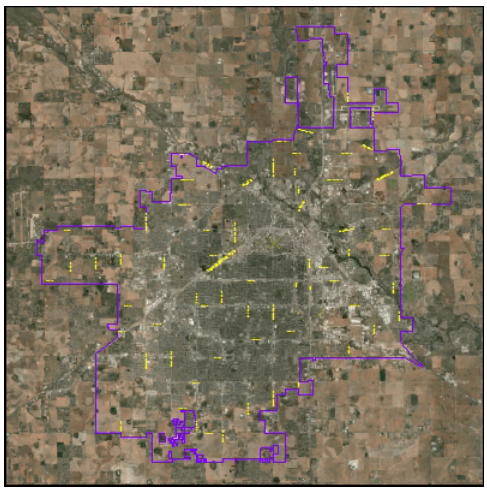
Project Name **Solid Waste Vehicle Replacement FY 2019-20** *Project Number* **92652**

Managing Department **Fleet Maintenance**

Project Manager **Billy Taylor**

Project Classification **Replacement Equipment/Fleet**

Project Status **Approved**



Project Scope
This project is for the annual vehicle replacement for Solid Waste.

5811 Residential Collection
(8) Cabover Sideloader (replacing 82014002 (1402), 82014004 (1404), 82014008 (1408), 82014014 (1414), 82014019 (1419), 82014026 (1426), 82014028 (1428), & 82015016(1516)) - $2,000,000
Rear loader (replacing 82005065) - $200,000 Roll off (replacing 82011026) - $160,000

5815 Solid Waste Disposal
Cat 660 Water Truck (replacing 92006666) - $175,000
Remanufactured 500 Series Compactor (replacing 92014018) - $450,000

Project Justification
Replacement of vehicles and equipment that are at the end of their useful life.

Project History
$2,985,000 was appropriated in the FY 2019-20 Budget, Ord. No. 2019-O0129, October 1, 2019.

		Unappropriated Planning Years						
Appropriation Detail	Appropriation to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Project Amount
Other Activities	2,985,000	0	0	0	0	0	0	2,985,000
Total Project Appropriation	2,985,000	0	0	0	0	0	0	2,985,000

		Unappropriated Planning Years						
Funding Detail	Funding to Date	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Funding
FY 2016 Solid Waste Revenue CO's	2,970,358	0	0	0	0	0	0	2,970,358
FY 2020 General Fund Cash	14,642	0	0	0	0	0	0	14,642
Total Funding Sources	2,985,000	0	0	0	0	0	0	2,985,000

	Unappropriated Planning Years						
Operating Budget Impact	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total Impact
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Purchasing and Contract Management

Project Summary

ITB 20-15404-RR Tandem Axle Truck Chassis with roll off container

Notice was published in the Lubbock Avalanche Journal July 24, 2020 and July 31, 2020.
Notice was published on the Purchasing Web Site under Bid Opportunities.
Notice was published on BidSync.com from July 24, 2020 to August 12, 2020.
5 individuals attend the pre-bid meeting.
35 vendors viewed using BidSync.com.
12 vendors downloaded the documents.
7 vendors were notified separately.
5 vendors submitted bids.

Regular City Council Meeting **7. 28.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Contract 15261, with Teinert Construction, 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 will be located at 14th Street and Avenue L, in Lubbock, Lubbock County, Texas. The construction will consist of 3 parking levels, 2 elevators, 4 stairwells and a 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 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, per evaluator. The 4-person evaluation committee ranked the proposers as follows:

Contractor	Points
Hensel Phelps Construction Co., Austin, Texas	389.2
Teinert Construction, Lubbock, Texas	377.8
Lee Lewis Construction, Inc., Lubbock, Texas	370.2
Western Builders of Amarillo, Inc., Amarillo, Texas	348.8

Texas Local Government Code, Section 2269.155 requires the City to first attempt to negotiate a contract with the highest-ranking offeror. 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. If the City is unable to negotiate a satisfactory contract with the selected offeror, the City shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of selection ranking, until a contract is reached or all proposals are rejected.

The City attempted to negotiate a contract with the highest ranking offeror, Hansel Phelps, but was unable to reach a satisfactory contract. In accordance with Texas Local Government Code, Section 2269.155, the City, formally and in writing, ended negotiations with Hansel Phelps, and entered into negotiations with Teinert Construction.

After negotiations and discussion, the Staff and Evaluation Committee recommends the contract be awarded to Teinert Construction of Lubbock, Texas, for $6,760.236, with a construction duration of 300 days for final completion.

Fiscal Impact

$7,961,294 is appropriated in Capital Improvement Project 92672, Municipal Parking Garage, with $6,760,236 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution - Municipal Parking Garage

Bid Form - Parking Garage

Project Summary Sheet - 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, Public Works Contract No. 15261 for Municipal Parking Garage as per RFP 20-15261-MA, by and between the City of Lubbock and Teinert Construction, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Kelli Leisure, Assistant City Attorney

ccdocs/RES.Contract 15261 – Municipal Parking Garage
September 8, 2020

REVISED

PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT

DATE: May 5, 2020

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

Proposal of Teinert Construction (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	$ ~~7,400,000.00~~ $6,760,236.00

ALTERNATE #1:

ITEM	DESCRIPTION	PRICING
1	Provide pricing for street markings and raised pavement markers	~~8,800.00~~ $

ALTERNATE #2:

ITEM	DESCRIPTION	REDUCTION
2	Provide pricing for lighted bollard reduction	~~40,000.00~~ $

TOTAL PROPOSAL INCLUDING ALTERNATES:

ITEM	DESCRIPTION	TOTAL
1	PROPOSAL INCLUDING ALTERNATES	7,368,800.00 - $

I. OPTION #1

ITEM	DESCRIPTION	PRICING
1	Provide pricing to include perforated screen	360,000.00 - $

OPTION #2

ITEM	DESCRIPTION	PRICING
2	Provide pricing to include mesh screen	752,000.00 - - $

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONSTRUCTION TIME for completion:

TOTAL CONSECUTIVE CALENDAR DAYS: 300 (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 HUNDERED 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

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 ($_____) or a Proposal Bond in the sum of Five Million Dollars and 00/100 Dollars ($ 5,000,000.00), 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 5, 2020

Daniel Horton

Authorized Signature

Daniel Horton
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 03/27/2020
Addenda No. 2 Date 03/27/2020
Addenda No. 3 Date 04/15/2020
Addenda No. 4 Date 04/28/2020
Addenda No. 5 Date 04/29/2020
Addenda No. 6 Date 05/24/2020

Teinert Construction
Company
4009 Clovis Road
Address
Lubbock, Lubbock
City, County
Texas, 79415
State Zip Code
Telephone: 806 - 744-2801
Fax: 806 - 744-2401
Email: daniel@teinert.com
FEDERAL TAX ID or SOCIAL SECURITY No.

75-1803657

ALLEN TEINERT CONSTRUCTION, CO. CORPORATE SEAL TEXAS

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

proposals.

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

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



Offeror's Initials

Purchasing and Contract Management
Project Summary

RFP 20-15261-MA RFP Municipal Parking Garage

Notice was published in the Lubbock Avalanche Journal on March 22, & March 29, 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 22, to May 5, 2020.
93 vendors viewed using BidSync.com.
25 vendors downloaded the documents.
5 vendors were notified separately.
4 vendor submitted bids.

Regular City Council Meeting **7. 29.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute FY 2021 Task Force and Asset Forfeiture Sharing agreements, with the United States Department of Justice Drug Enforcement Administration, for participation in the Lubbock High Intensity Drug Trafficking Area Task Force.

Item Summary

Trafficking in narcotics and dangerous drugs in the Lubbock area has a substantial and detrimental effect on the health and general welfare of Lubbock citizens. Participation with the Lubbock High Intensity Drug Trafficking Area Task Force (HIDTA), under the purview of the United States Drug Enforcement Administration (DEA), helps combat the problem.

The Lubbock Police Department (LPD) participation in the Lubbock HIDTA will include the following activities and duties:
• Disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;
• Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
• Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

The LPD will detail 3 experienced officers to the Task Force for not less than 2 years. These officers will be under direct supervision and control of DEA supervisory personnel assigned to the Task Force. The Lubbock Sheriff's Office and theTexas Department of Public Safety will also supply personnel to the HIDTA. DEA will assign f4 Special Agents to the Task Force. DEA will also provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

The Department of Justice (DOJ) will receive a minimum of 20% of awarded assets as result of Task Force investigations. Up to 80% of the remainder is subject to equitable sharing among the participating agencies, based on the number of officers assigned to the Lubbock HIDTA at the time of the seizure.

Upon approval, the term of the agreement runs until September 30, 2021.

Fiscal Impact

LPD will remain responsible for the salary and benefits including overtime of the officers assigned to the Task Force. The Lubbock HIDTA will, subject to availability of funds, reimburse the LPD for overtime payments made to its officers assigned to the Task Force, capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the rest of the United States, per officer.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution -HIDTA

Agreement - HIDTA

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby authorizes and directs the Mayor of the City of Lubbock to execute an Agreement by and between the City of Lubbock, the United States Department of Justice, and the United States Drug Enforcement Administration for the **2021 - High Intensity Drug Trafficking Area (HIDTA) Task Force Agreement**, which said Agreement and any associated documents, including an Asset Sharing Agreement and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, which are attached hereto and made a part of this Resolution for all intents and purposes.

Passed by the City Council this _____day of _____, 2020.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Floyd Mitchell, Police Chief

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.LPD-MOU-HIDTA.2021.doc

2021 HIDTA STATE AND LOCAL TASK FORCE AGREEMENT
DALLAS FIELD DIVISION
HIDTA TASK FORCE GROUP (LUBBOCK)
LUBBOCK CITY POLICE DEPARTMEMT

This agreement is made this 1st day of October 2020, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Lubbock, on behalf of the Lubbock Police Department ORI# TX1520200 (hereinafter "Lubbock PD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

Whereas there is evidence that trafficking in narcotics and dangerous drugs exists in the Lubbock area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Lubbock, the parties hereto agree to the following:

1. The HIDTA Task Force Group (Lubbock) task force will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the HIDTA Task Force Group (Lubbock) task force, the Lubbock PD agrees to detail three (3) experienced officers to the HIDTA Task Force Group (Lubbock) task force for a period of not less than two years. During this period of assignment, the Lubbock PD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

3. The Lubbock PD officers assigned to the task force shall adhere to all DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.

4. The Lubbock PD officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC 878.

5. To accomplish the objectives of the HIDTA Task Force Group (Lubbock) task force, DEA will assign four (4) Special Agents to the task force. HIDTA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and Lubbock PD officers assigned to the task force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training and other support items.

6. During the period of assignment to the Task Force, the Lubbock PD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. HIDTA will, subject to availability of funds, reimburse the Lubbock PD for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 10 business days of the end of the invoiced period. Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."

7. In no event will the Lubbock PD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8. The Lubbock PD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9. The Lubbock PD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Lubbock PD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.

10. The Lubbock PD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The Lubbock PD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, suspension and Other Responsibility Matters; and drug-Free Workplace Requirements. The Lubbock PD acknowledges that this agreement will not take effect and no federal funds will be awarded until the completed certification is received.

12. When issuing statements, press releases requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or part with federal money, the Lubbock PD shall clearly state: (1) percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the program or project.

13. HIDTA, through DEA, will furnish mobile radios for installation in the HIDTA Task Force vehicles and HIDTA will assume the cost of installation and removal.

14. While on duty and acting on task force business, the Lubbock PD officer assigned to the HIDTA task force shall be subject to all DEA and federal government rules, regulations and procedures governing the use of OGV's for home to work transportation and for personal business. The HIDTA Executive Committee acknowledges that the United States is liable for the actions of task force officer, while on duty and acting within the scope of their federal employment, to the extent permitted by the Federal Torts Claim Act.

15. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2021. This agreement may be terminated by either party on 30 days advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. HIDTA will be responsible only for obligations incurred by Lubbock PD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date: _____
Eduardo A. Chávez

Special Agent in Charge
Title

For the City of Lubbock:

_____ Date: _____
Daniel Pope, Mayor

Attest:

_____ Date: _____
Rebecca Garza, City Secretary

Approved as to Content:

Date: 9-8-20
Floyd Mitchell, Chief of Police

Approved as to Form:

Date: 9-4-2020
John C. Grace, Assistant City Attorney

FY 2021 Asset Forfeiture Sharing Agreement
HIDTA Task Force Group (Lubbock)
Lubbock Police Department

The U.S. Department of Justice, 2018 Joint Guide to Equitable Sharing for State and Local Law Enforcement, governs this Agreement. The State and Local Law Enforcement members (the "Participants"), of the DEA HIDTA Task Force Group (Lubbock) , (the "Task Force"), hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program.

The following are the Task Force Participants and their contribution to the Task Force:

- Lubbock County Sheriff's Office/Four (4) officers assigned to the Task Force
- Lubbock Police Department/Three (3) officers assigned to the Task Force
- Texas Department of Public Safety/One (1) officer assigned to the Task Force

Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State and Local government entities can be considered victims. Participants acknowledge that the DOJ Money Laundering and Asset Recovery Section (MLARS) will be the sole decider for 100% property requests.

Sharing percentages shall be based upon the following formula:

Agencies with one or more full time deputized Task Force Officers (TFOs) assigned to the Task Force will receive an equitable, prearranged sharing percentage that fairly reflects the overall agencies' investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset, including accounting for any participation by a federal agency.

The maximum amount available for sharing is currently 80% of the asset value minus expenses related to the seizure, and minus any percentages allotted for agencies not a part or recently added to this Sharing Agreement who have also participated quantitatively or qualitatively in the asset seizure. The new minimum sharing amount is $500. Sharing is not automatically 80 %. The actual sharing amount allocated to participating agencies may be impacted by numerous factors. The sharing percentages awarded to State and Local Law Enforcement agencies' is based on qualitative and quantitative contributions, and is no longer deducted from the 20% federal share.

Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency receives 10% based upon their contribution, then the MOU Participants' percentages shall be based upon 90% of the maximum amount available for sharing).

Participants further understand that additional adjustments may be necessary so to ensure that DOJ receives a minimum of 20%.

Participants further understand that the federal decision-makers, including DEA, on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

The additional and/or departure of Participant agencies and personnel shall not require renewal of this Sharing Agreement. Rather, the equitable, prearranged sharing percentages shall continue to fairly reflect Participant agencies investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset.

This Sharing Agreement shall remain in force upon the addition or departure of law enforcement agencies in the DEA Task Force Group (Lubbock). This agreement shall be reviewed annually at the time each agency completes the State and Local Task Force Agreement with DEA for the coming Fiscal Year. Termination shall be by mutual consent in writing by all Task Force Participants or by the withdrawal of DEA, (the latter upon 30 days advance written notice to all current Task Force Participants)

_____ Date: _____

Eduardo A. Chávez
Special Agent in Charge
Dallas Field Division

For the City of Lubbock:

_____ Date: _____

Daniel Pope, Mayor

Attest:

_____ Date: _____

Rebecca Garza, City Secretary

Approved as to Content:

Floyd Mitchell, Chief of Police

Date: 9-8-20

Approved as to Form:

John C. Grace, Assistant City Attorney

Date: 9-4-2020

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete, and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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 paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant 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 on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs 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 subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. 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 subparagraph (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).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA/Lubbock Resident Office
5214 68th Street, Suite 401
Lubbock, Texas 79424

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

City of Lubbock, on behalf of the Lubbock Police Department
1314 Ave. K
Lubbock, Texas 79401

2. Application Number and/or Project Name

DEA-Lubbock Regional Task Force

3. Grantee IRS/Vendor Number

1-75-6000590-6

4. Typed Name and Title of Authorized Representative

Daniel M. Pope, Mayor

5. Signature

6. Date

Regular City Council Meeting **7. 30.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute FY 2021 Task Force and Asset Forfeiture Sharing agreements, with the United States Department of Justice Drug Enforcement Administration (DEA), for participation in the DEA SURGE Program.

Item Summary

Trafficking in narcotics and dangerous drugs in the Lubbock area has a substantial and detrimental effect on the health and general welfare of Lubbock citizens. Participation with the DEA SURGE Program as part of a task force helps combat the problem.

The Lubbock Police Department (LPD) participation in the SURGE Program with the U.S. DEA Lubbock Resident Office will include the following activities and duties:

• Disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;
• Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
• Conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

The LPD will detail 1 experienced officer to the SURGE Program for not less than 2 years. These officers will be under direct supervision and control of DEA supervisory personnel assigned to the Task Force. DEA will assign 5 Special Agents to the Task Force, and will provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

The Department of Justice (DOJ) will receive a minimum of 20% of awarded assets as result of Task Force investigations. Up to 80% of the remainder is subject to equitable sharing among the participating agencies, based on the number of officers assigned to the DEA Task Force Group (Lubbock) at the time of the seizure.

Upon approval, the term of the agreement runs until September 30, 2021.

Fiscal Impact

LPD will remain responsible for the salary and benefits including overtime of the officers assigned to the Task Force. DEA will, subject to availability of funds, reimburse the LPD for overtime payments made to its officer assigned to the SURGE Program, capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the rest of the United States, per officer.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution - SURGE

Agreement - SURGE

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby authorizes and directs the Mayor of the City of Lubbock to execute an Agreement by and between the City of Lubbock, the United States Department of Justice, and the United States Drug Enforcement Administration for the **2021 – SURGE - Asset Forfeiture Sharing Agreement**, which said Agreement and any associated documents, including an Asset Sharing Agreement and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, which are attached hereto and made a part of this Resolution for all intents and purposes.

Passed by the City Council this _____day of _____, 2020.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Floyd Mitchell, Police Chief

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.LPD-MOU-SURGE.2021.doc

2021 SURGE PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
DALLAS FIELD DIVISION
TASK FORCE GROUP (LUBBOCK)
LUBBOCK POLICE DEPARTMENT

This agreement is made this 1st day of October, 2020, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Lubbock, on behalf of the Lubbock Police Department ORI# TX1520200 (hereinafter "Lubbock PD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Lubbock area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Lubbock, the parties hereto agree to the following:

1. The Task Force Group (Lubbock) will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the Task Force Group (Lubbock), the Lubbock PD agrees to detail one (1) experienced officer to the Task Force Group (Lubbock) for a period of not less than two years. During this period of assignment, the Lubbock PD officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The Lubbock PD officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The Lubbock PD officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. Section 878.

5) To accomplish the objectives of the Task Force Group (Lubbock), DEA will assign five (5) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6) During the period of assignment to the Task Force, the Lubbock PD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the Lubbock PD for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 10 business days of the end of the invoiced period. Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."

7) In no event will the Lubbock PD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8) The Lubbock PD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9) The Lubbock PD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Lubbock PD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is sooner.

10) The Lubbock PD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11) The Lubbock PD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The Lubbock PD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the Lubbock PD by DEA until the completed certification is received.

12) When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole in part with Federal money, the Lubbock PD shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13) The term of this agreement shall be effective from the date in paragraph number one until September 30, 2021. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by Lubbock PD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date: _____
Eduardo A. Chávez

Special Agent in Charge
Title

For the City of Lubbock:

_____ Date: _____
Daniel Pope, Mayor

Attest:

_____ Date: _____
Rebecca Garza, City Secretary

Approved as to Content:

Floyd Mitchell, Chief of Police

Date: 9-8-20

Approved as to Form:

John C. Grace, Assistant City Attorney

Date: 9-4-2020

FY 2021 Asset Forfeiture Sharing Agreement
Task Force Group (Lubbock)
Lubbock Police Department

The U.S. Department of Justice, 2018 Joint Guide to Equitable Sharing for State and Local Law Enforcement, governs this Agreement. The State and Local Law Enforcement members (the "Participants"), of the DEA Task Force Group (Lubbock) , (the "Task Force"), hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program.

The following are the Task Force Participants and their contribution to the Task Force:

- Lubbock Police Department/Three (3) officers assigned to the Task Force
- Brownfield Police Department/One (1) officer assigned to the Task Force
- Lubbock County Sheriff's Office/Two (2) officers assigned to the Task Force
- Texas Attorney General's Office/One (1) officer assigned to the Task Force

Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State and Local government entities can be considered victims. Participants acknowledge that the DOJ Money Laundering and Asset Recovery Section (MLARS) will be the sole decider for 100% property requests.

Sharing percentages shall be based upon the following formula:

Agencies with one or more full time deputized Task Force Officers (TFOs) assigned to the Task Force will receive an equitable, prearranged sharing percentage that fairly reflects the overall agencies' investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset, including accounting for any participation by a federal agency.

The maximum amount available for sharing is currently 80% of the asset value minus expenses related to the seizure, and minus any percentages allotted for agencies not a part or recently added to this Sharing Agreement who have also participated quantitatively or qualitatively in the asset seizure. The new minimum sharing amount is $500. Sharing is not automatically 80%. The actual sharing amount allocated to participating agencies may be impacted by numerous factors. The sharing percentages awarded to State and Local Law Enforcement agencies' is based on qualitative and quantitative contributions, and is no longer deducted from the 20% federal share.

Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency receives 10% based upon their contribution, then the MOU Participants' percentages shall be based upon 90% of the maximum amount available for sharing).

Participants further understand that additional adjustments may be necessary so to ensure that DOJ receives a minimum of 20%.

Participants further understand that the federal decision-makers, including DEA, on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

The additional and/or departure of Participant agencies and personnel shall not require renewal of this Sharing Agreement. Rather, the equitable, prearranged sharing percentages shall continue to fairly reflect Participant agencies investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset.

This Sharing Agreement shall remain in force upon the addition or departure of law enforcement agencies in the DEA Task Force Group (Lubbock). This agreement shall be reviewed annually at the time each agency completes the State and Local Task Force Agreement with DEA for the coming Fiscal Year. Termination shall be by mutual consent in writing by all Task Force Participants or by the withdrawal of DEA, (the latter upon 30 days advance written notice to all current Task Force Participants)

_____ Date: _____

Eduardo A. Chávez
Special Agent in Charge
Dallas Field Division

For the City of Lubbock:

_____ Date: _____

Daniel Pope, Mayor

Attest:

_____ Date: _____

Rebecca Garza, City Secretary

Approved as to Content:

Floyd Mitchell, Chief of Police

Date: 9-8-20

Approved as to Form:

John C. Grace, Assistant City Attorney

Date: 9-4-2020

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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 paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant 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 on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs 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 subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. 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 subparagraph (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).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA/Lubbock Resident Office
5214 68th Street, Suite 401
Lubbock, Texas 79424

Check ☐ if there are workplace on file that are not identified here.

Section 67.630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

City of Lubbock, on behalf of the Lubbock Police Department
1314 Ave. K
Lubbock, Texas 79401

2. Application Number and/or Project Name

DEA-Lubbock Regional Task Force

3. Grantee IRS/Vendor Number

1-75-6000590-6

4. Typed Name and Title of Authorized Representative

Daniel M. Pope, Mayor

5. Signature

6. Date

Regular City Council Meeting **7. 31.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute FY 2021 Task Force and Asset Forfeiture Sharing agreements, with the United States Department of Justice Drug Enforcement Administration, for participation in the 2021-Task Force Group (Lubbock) Program.

Item Summary

Trafficking in narcotics and dangerous drugs in the Lubbock area has a substantial and detrimental effect on the health and general welfare of Lubbock Citizens. Participation with the United States Drug Enforcement Administration (DEA) as part of a task force, helps combat the problem.

The Lubbock Police Department (LPD) participation in a Task Force with the U.S. DEA Lubbock Resident Office will include the following activities and duties:

• Disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;
• Gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
• Conduct undercover operations where appropriate and engage in other traditional methods of investigation, in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

The LPD will detail 2 experienced officers to the Task Force for not less than 2 years. These officers will be under direct supervision and control of DEA supervisory personnel assigned to the Task Force. DEA will assign 5 Special Agents to the Task Force. DEA will provide necessary funds and equipment to support the activities of the DEA Special Agents and officers assigned to the Task Force. This support will include office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

The Department of Justice (DOJ) will receive a minimum of 20% of awarded assets as result of Task Force investigations. Up to 80% of the remainder is subject to equitable sharing among the participating agencies, based on the number of officers assigned to the DEA Task Force Group (Lubbock) at the time of the seizure.

Upon approval, the term of the agreement runs until September 30, 2021.

Fiscal Impact

LPD will remain responsible for the salary and benefits including overtime of the officers assigned to the Task Force. The DEA will, subject to availability of funds, reimburse the LPD for overtime payments made to its officers assigned to the Task Force, capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the rest of the United States, per officer.

Staff/Board Recommending

Floyd Mitchell, Chief of Police

Attachments

Resolution - Task Force

Agreement - Task Force

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby authorizes and directs the Mayor of the City of Lubbock to execute an Agreement by and between the City of Lubbock, the United States Department of Justice, and the United States Drug Enforcement Administration for the **2021 – Task Force Group (Lubbock) Task Force Agreement**, which said Agreement and any associated documents, including an Asset Sharing Agreement and Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, which are attached hereto and made a part of this Resolution for all intents and purposes.

Passed by the City Council this _____day of _____, 2020.

_____
DANIEL M. POPE, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Floyd Mitchell, Police Chief

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.LPD-MOU-TaskForceLbbock.2021.doc

2021 PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
DALLAS FIELD DIVISION
TASK FORCE GROUP (LUBBOCK)
LUBBOCK POLICE DEPARTMENT

This agreement is made this 1st day of October, 2020, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Lubbock, on behalf of the Lubbock Police Department ORI# TX1520200 (hereinafter "Lubbock PD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Lubbock area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Lubbock, the parties hereto agree to the following:

1. The Task Force Group (Lubbock) will perform the activities and duties described below:

a. disrupt the illicit drug traffic in the Lubbock area by immobilizing targeted violators and trafficking organizations;

b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and

c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Texas.

2. To accomplish the objectives of the Task Force Group (Lubbock), the Lubbock PD agrees to detail two (2) experienced officers to the Task Force Group (Lubbock) for a period of not less than two years. During this period of assignment, the Lubbock PD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.

3. The Lubbock PD officers assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.

4. The Lubbock PD officers assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 U.S.C. Section 878.

5) To accomplish the objectives of the Task Force Group (Lubbock), DEA will assign five (5) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6) During the period of assignment to the Task Force, the Lubbock PD will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the Lubbock PD for overtime payment. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-12, Step 1, of the general pay scale for the Rest of United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for DEA during the invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. Invoices must be submitted at least quarterly within 10 business days of the end of the invoiced period. Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."

7) In no event will the Lubbock PD charge any indirect cost rate to DEA for the administration or implementation of this agreement.

8) The Lubbock PD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

9) The Lubbock PD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The Lubbock PD shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is sooner.

10) The Lubbock PD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11) The Lubbock PD agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The Lubbock PD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the Lubbock PD by DEA until the completed certification is received.

12) When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole in part with Federal money, the Lubbock PD shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.

13) The term of this agreement shall be effective from the date in paragraph number one until September 30, 2021. This agreement may be terminated by either party on thirty days' advance written notice. Billing for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by Lubbock PD during the term of this agreement.

For the Drug Enforcement Administration:

_____ Date: _____
Eduardo A. Chávez

Special Agent in Charge
Title

For the City of Lubbock:

_____ Date: _____
Daniel Pope, Mayor

Attest:

_____ Date: _____
Rebecca Garza, City Secretary

Approved as to Content:

Floyd Mitchell, Chief of Police

Date: 9-8-20

Approved as to Form:

John C. Grace, Assistant City Attorney

Date: 9-4-2020

FY 2021 Asset Forfeiture Sharing Agreement
Task Force Group (Lubbock)
Lubbock Police Department

The U.S. Department of Justice, 2018 Joint Guide to Equitable Sharing for State and Local Law Enforcement, governs this Agreement. The State and Local Law Enforcement members (the "Participants"), of the DEA Task Force Group (Lubbock) , (the "Task Force"), hereby agree to the following terms and conditions of this Memorandum of Understanding ("MOU") governing the Task Force's equitable sharing requests and participation in the United States Department of Justice ("DOJ") Equitable Sharing Program.

The following are the Task Force Participants and their contribution to the Task Force:

- Lubbock Police Department/Three (3) officers assigned to the Task Force
- Brownfield Police Department/One (1) officer assigned to the Task Force
- Lubbock County Sheriff's Office/Two (2) officers assigned to the Task Force
- Texas Attorney General's Office/One (1) officer assigned to the Task Force

Participants acknowledge that equitable sharing is at the discretion of the Attorney General and not guaranteed in any case. Participants acknowledge that sharing will not be awarded in a case if victims have not been fully compensated. State and Local government entities can be considered victims. Participants acknowledge that the DOJ Money Laundering and Asset Recovery Section (MLARS) will be the sole decider for 100% property requests.

Sharing percentages shall be based upon the following formula:

Agencies with one or more full time deputized Task Force Officers (TFOs) assigned to the Task Force will receive an equitable, prearranged sharing percentage that fairly reflects the overall agencies' investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset, including accounting for any participation by a federal agency.

The maximum amount available for sharing is currently 80% of the asset value minus expenses related to the seizure, and minus any percentages allotted for agencies not a part or recently added to this Sharing Agreement who have also participated quantitatively or qualitatively in the asset seizure. The new minimum sharing amount is $500. Sharing is not automatically 80%. The actual sharing amount allocated to participating agencies may be impacted by numerous factors. The sharing percentages awarded to State and Local Law Enforcement agencies' is based on qualitative and quantitative contributions, and is no longer deducted from the 20% federal share.

Participants understand that if a non-MOU member receives an equitable share based upon their contribution, then the MOU Participants' shares shall be reduced proportionately (e.g., if non-MOU agency receives 10% based upon their contribution, then the MOU Participants' percentages shall be based upon 90% of the maximum amount available for sharing).

Participants further understand that additional adjustments may be necessary so to ensure that DOJ receives a minimum of 20%.

Participants further understand that the federal decision-makers, including DEA, on each equitable sharing request retain discretion to modify percentages as deemed appropriate based on the facts and circumstances in each case.

The additional and/or departure of Participant agencies and personnel shall not require renewal of this Sharing Agreement. Rather, the equitable, prearranged sharing percentages shall continue to fairly reflect Participant agencies investigative, financial, or administrative contributions to the task force and/or the agencies' efforts resulting in federal forfeiture of the asset.

This Sharing Agreement shall remain in force upon the addition or departure of law enforcement agencies in the DEA Task Force Group (Lubbock). This agreement shall be reviewed annually at the time each agency completes the State and Local Task Force Agreement with DEA for the coming Fiscal Year. Termination shall be by mutual consent in writing by all Task Force Participants or by the withdrawal of DEA, (the latter upon 30 days advance written notice to all current Task Force Participants)

_____ Date: _____

Eduardo A. Chávez
Special Agent in Charge
Dallas Field Division

For the City of Lubbock:

_____ Date: _____

Daniel Pope, Mayor

Attest:

_____ Date: _____

Rebecca Garza, City Secretary

Approved as to Content:

Floyd Mitchell, Chief of Police

Date: 9-8-20

Approved as to Form:

John C. Grace, Assistant City Attorney

Date: 9-4-2020

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this from. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriate 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Prt 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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 paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant 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 on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs 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 subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. 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 subparagraph (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).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA/Lubbock Resident Office
5214 68th Street, Suite 401
Lubbock, Texas 79424

Check ☐ if there are workplace on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in condition any activity with the grant; and

B. If convinced of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

City of Lubbock, on behalf of the Lubbock Police Department
1314 Ave. K
Lubbock, Texas 79401

2. Application Number and/or Project Name

DEA-Lubbock Regional Task Force

3. Grantee IRS/Vendor Number

1-75-6000590-6

4. Typed Name and Title of Authorized Representative

Daniel M. Pope, Mayor

5. Signature

6. Date

Regular City Council Meeting **8. 1.**

Meeting Date: 09/22/2020

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 0777-A, a request of Hugo Reed and Associates, Inc. for Prudential Enterprises, LLC, for a zone change to Two-Family District (R-2) from Heavy Manufacturing District (M-2) at 4105 East 61st Street, located north of East 61st Street and west of Peach Avenue, Yellow House Canyon Addition, Lot 289, and consider an ordinance.

Item Summary

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 September 3, 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

0777-A Ordinance
0777-A Staff Report
0777-A Documentation

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. 0777-A; A ZONING CHANGE FROM M-2 TO R-2 ZONING DISTRICT AT 4105 EAST 61ST STREET, LOCATED NORTH OF EAST 61ST STREET AND WEST OF PEACH AVENUE, YELLOW HOUSE CANYON ADDITION, LOT 289, 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. 0777-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 **M-2** to **R-2** zoning district at **4105 East 61st Street, located north of East 61st Street and west of Peach Avenue, Yellow House Canyon Addition, Lot 289,** 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/ZC0777-A
September 3, 2020

Staff Report	Zone Case 0777-A
City Council Meeting	September 22, 2020

Applicant Hugo Reed and Associates

Property Owner Prudential Enterprises

Council District 2

Recommendations

- Staff recommends Denial of this request.

Prior Board or Council Action

- July 09, 1959, Ordinance 2836: Property was zoned to M-2
- September 3, 2020: Planning and Zoning Commission recommended approval of a zone change from M-2 to R-2 by a vote of 8-0-0

Notification Summary

- Notifications Sent: 8
- Received In Favor: 0
- Received In Opposition: 1

Site Conditions and History

This property is vacant. The block to the east of this property is currently zoned R-1 and is a single-family subdivision.

Adjacent Property Development

This property is surrounded on all sides by property zoned M-2. The north, west, and east properties are vacant, and the Booker Washington Legion veteran's organization is located to the south.

Zoning Request and Analysis

Item Summary

The applicant requests to change the zoning on 4105 East 61st Street, located north of East 61st Street and west of Peach Avenue, Yellow House Canyon Addition, Lot 289.

Current zoning: **Heavy Manufacturing District (M-2)**

Requested zoning: **Two-family District (R-2)**

Intent Statements

The intent of the current Heavy Manufacturing District (M-2) is, "…to provide for those uses defined as heavy industrial and/or manufacturing use which will or may produce off-site noise, odor, or dust."

The intent of the proposed Two-Family District (R-2) is "…to promote stable, quality residential development of slightly increased densities and multiple occupancy."

Traffic Network/Infrastructure Impacts

The proposed rezoning location is along East 61st Street, which a local road. This type of road is designed for low volumes of vehicles, which fits with the R-2 use.

Compatibility with Surrounding Property
The proposed zoning is not compatible with the surrounding area. The property would be surrounded on all sides by Heavy Manufacturing designated properties, which is not an appropriate zoning district adjacent to R-2.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Low Density Residential" and notes that land uses in these areas can take numerous forms depending on context. The R-2 zoning includes some uses that fit the Low Density Residential use but also some that do not.

Conformance with Zoning Ordinance
The proposed zoning request is not in conformance with the zoning ordinance and is not appropriate adjacent to the potential heavy manufacturing uses that could develop on the surrounding properties.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses.

Attachments

A. Case Information
B. Response Map
C. Thoroughfare Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application
I. Responses

Staff Contacts

Jordan Johnson
Planner
Planning Department
806-775-2103
jordanjohnson@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 0777-A

Allowable Uses: Two-Family District (R-2)

Transportation: The proposed development has access through East 61st

Thoroughfare	Existing	Per Thoroughfare Development Plan
East 61st *Local*	R.O.W. Width Varies, Two-lane, undivided, paved	64' R.O.W., Two-lane, undivided

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.1 **Case 0777-A**: Hugo Reed and Associates, Inc. for Prudential Enterprises, LLC

Request for a zone change to Two-Family District (R-2) from Heavy Manufacturing District (M-2) at:

- 4105 East 61st Street, located north of East 61st Street and west of Peach Avenue, Yellow House Canyon Addition, Lot 289.

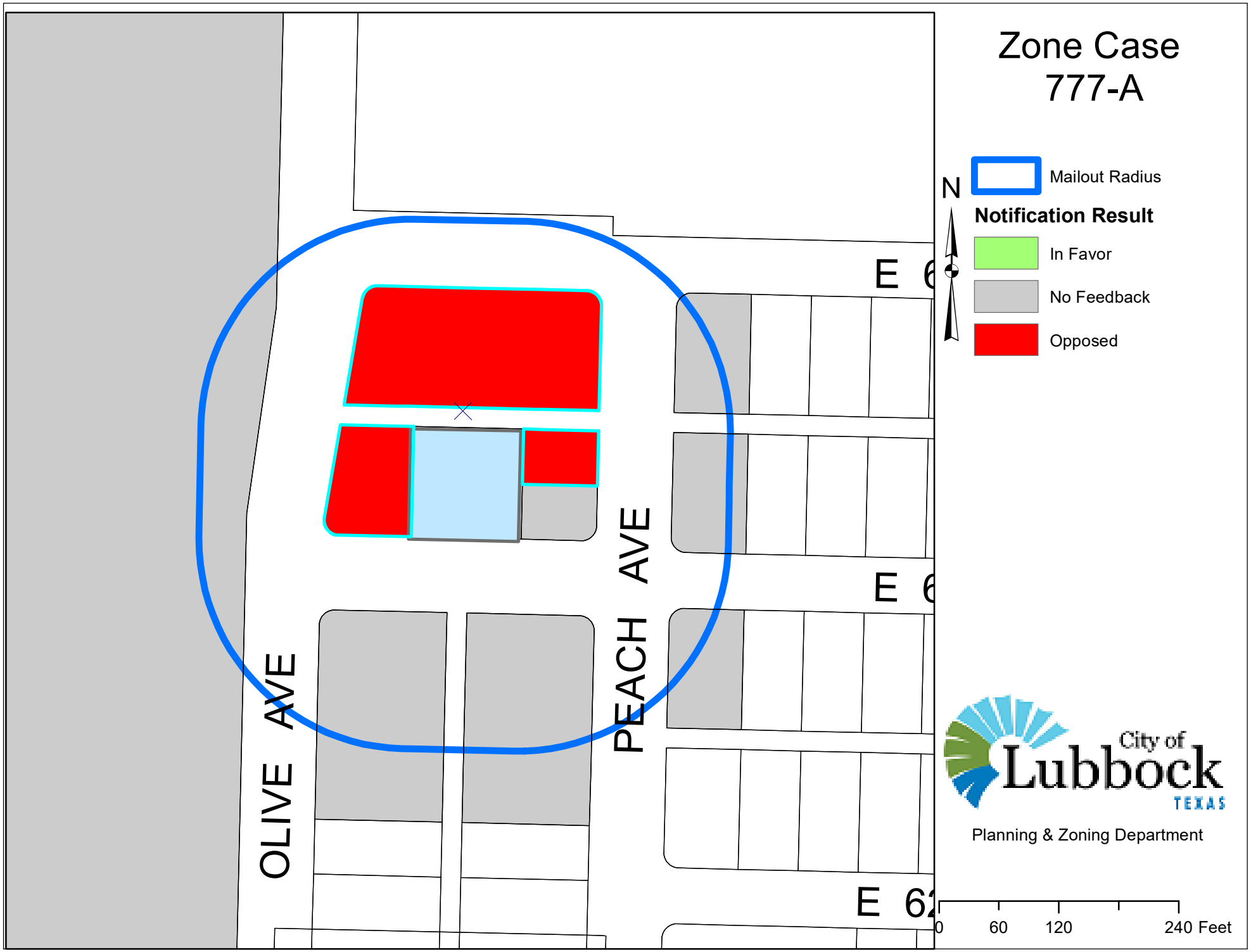
PLANNER JORDAN JOHNSON stated that there was a total of eight (8) notifications sent out and 0 in favor and 1 opposed. Staff shared the report, maps, and photos of the subject area. Staff recommends denial of the request due to the surrounding zoning.

TERRY HOLEMAN 1601 Avenue N, Hugo Reed and Associates stated he does not agree with staff's recommendation for denial. He shared the history of the area and previous platting. He feels the request is appropriate and the zoning in that area does not make any sense to him. His client wants to build a couple of single family homes.

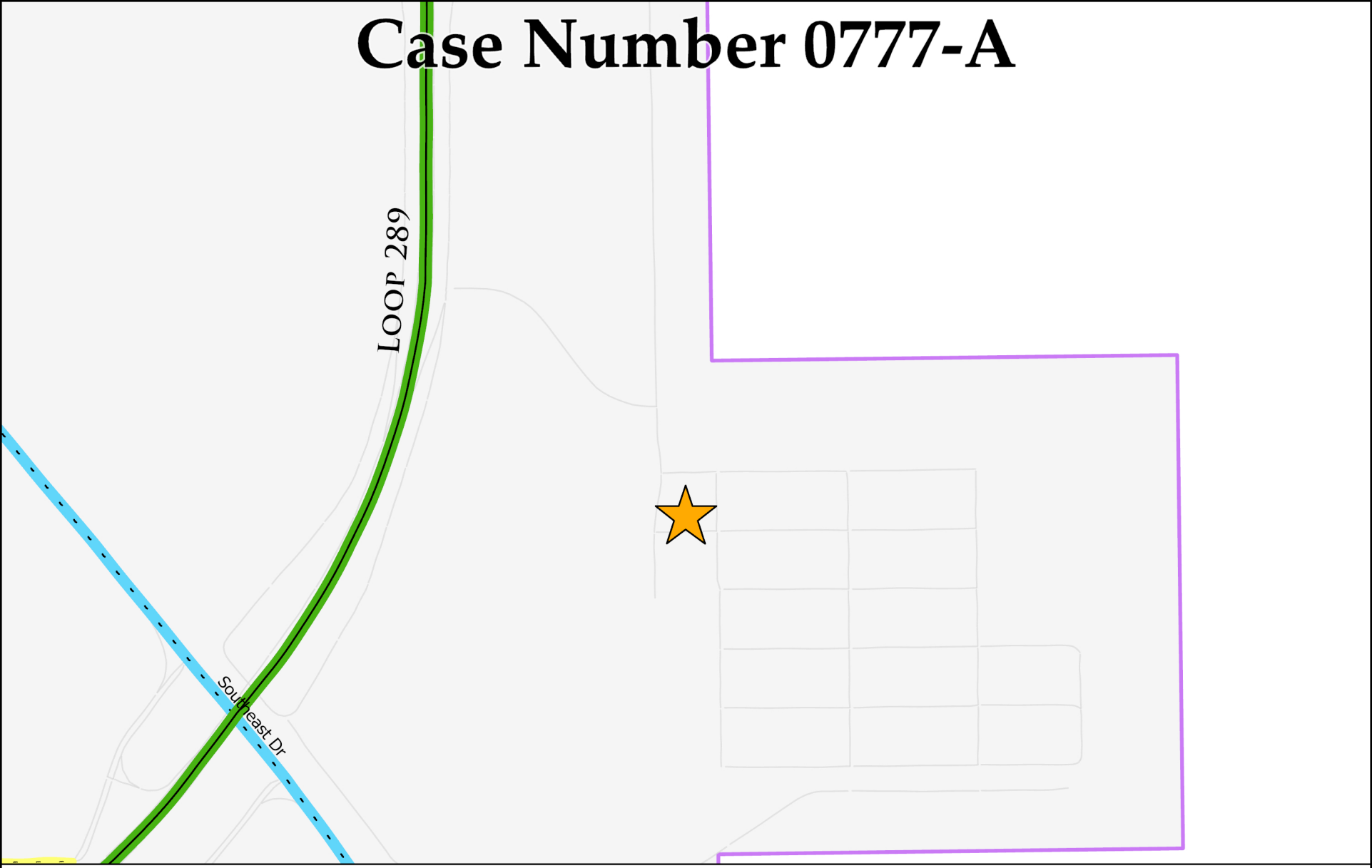
No one spoke in favor or in opposition to the request.

The board asked staff why they were recommending denial of the request. Staff explained the surrounding area is not conducive to the request that is being made due to the current zoning. They also asked when the last time a building permit was pulled and no answer was available at that time.

Motion was made by **DAN WILSON** seconded by **EDDIE HARRIS** and the Commission members voted 8 (in favor) 0 (in opposition) to approve. Item will be forwarded to City Council for consideration.


Zone Case
777-A
Mailout Radius
Notification Result
In Favor
No Feedback
Opposed
N
E 6
E 6
E 62
OLIVE AVE
PEACH AVE
City of
Lubbock
TEXAS
Planning & Zoning Department
0
60
120
240 Feet

Case Number 0777-A



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

Modified Arterial
- Partial
- Future

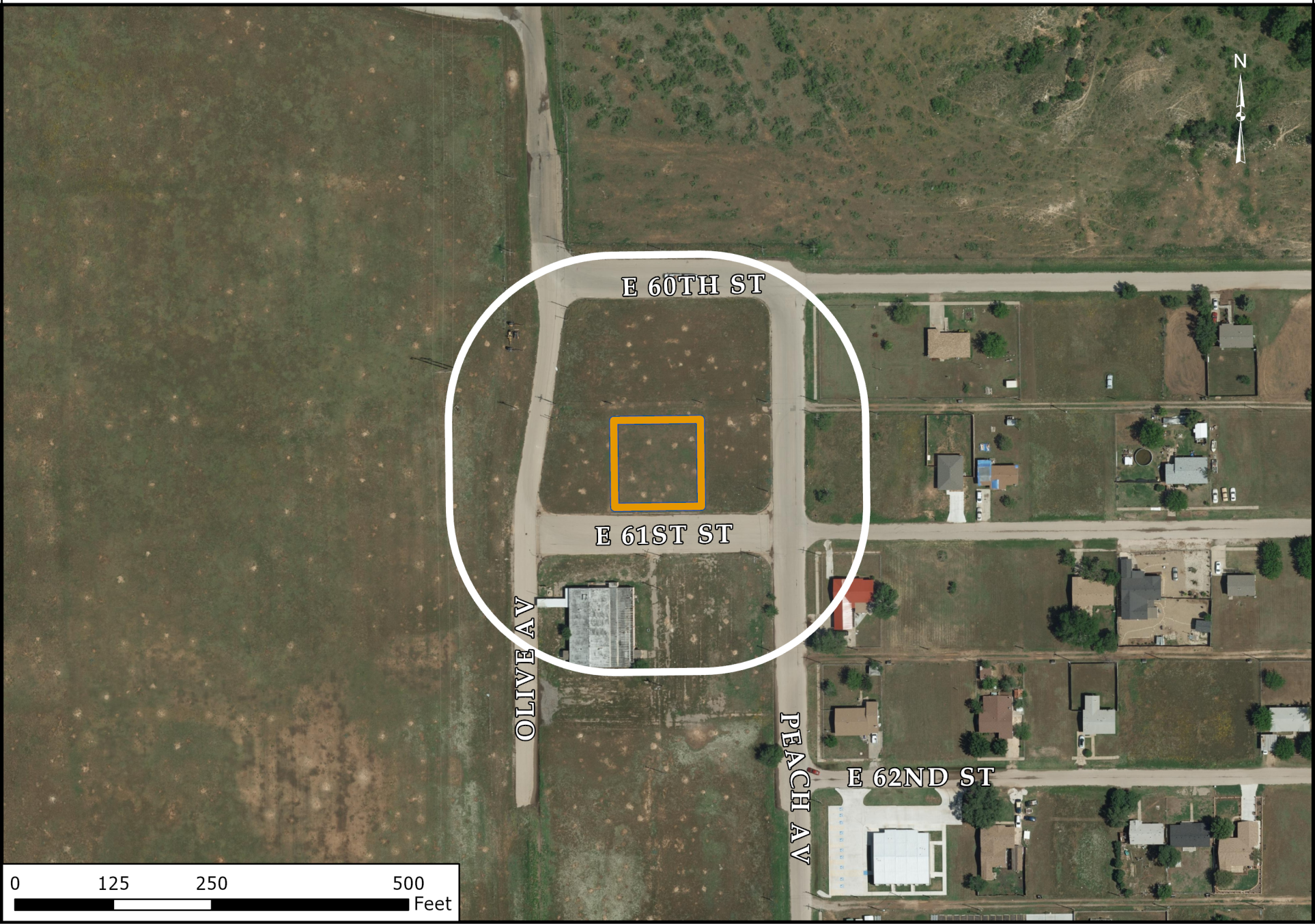
Principal Arterial
- Completed
- Partial
- Future

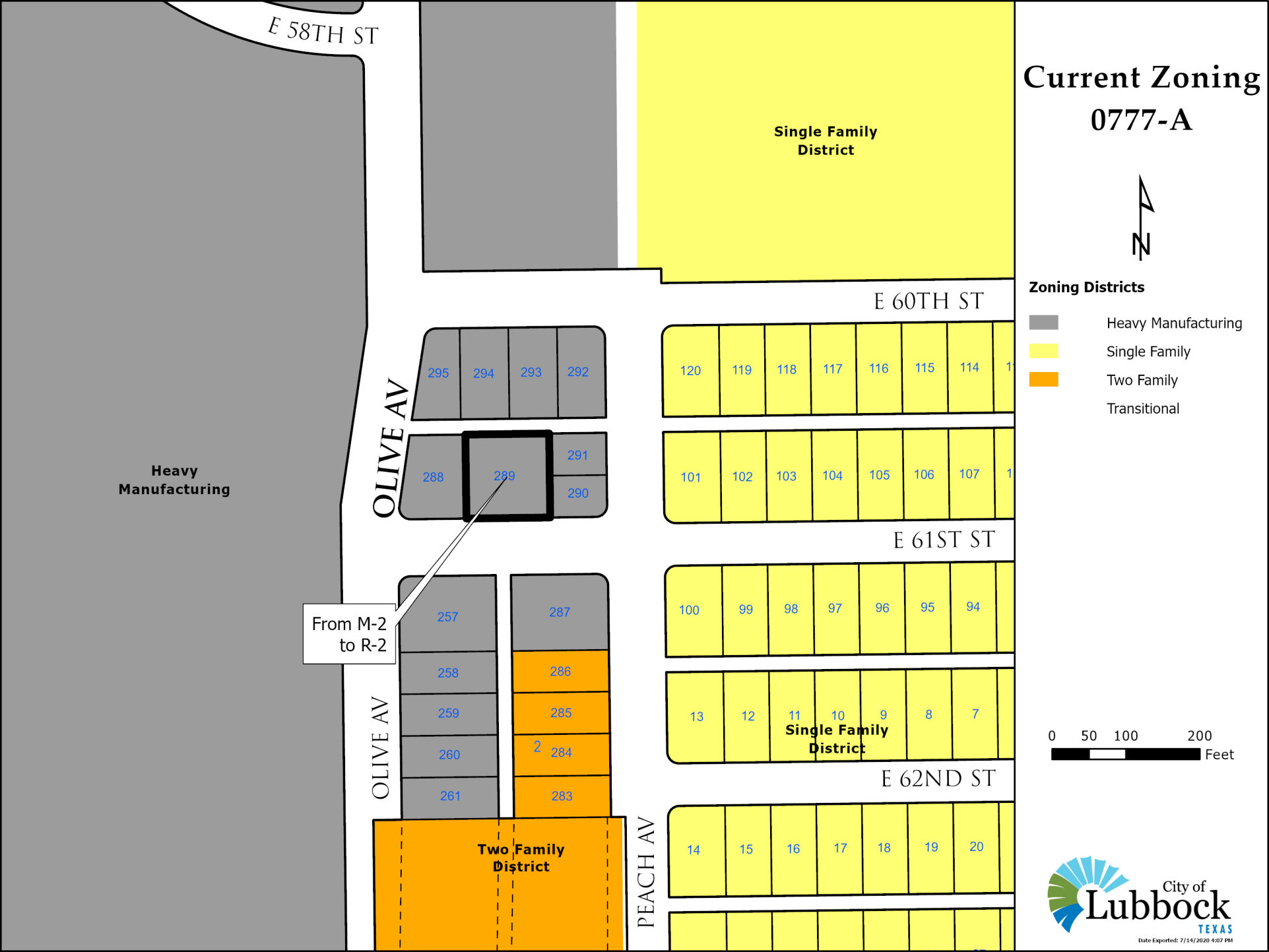
Freeway
- Completed
- Partial
- Proposed Outer Loop

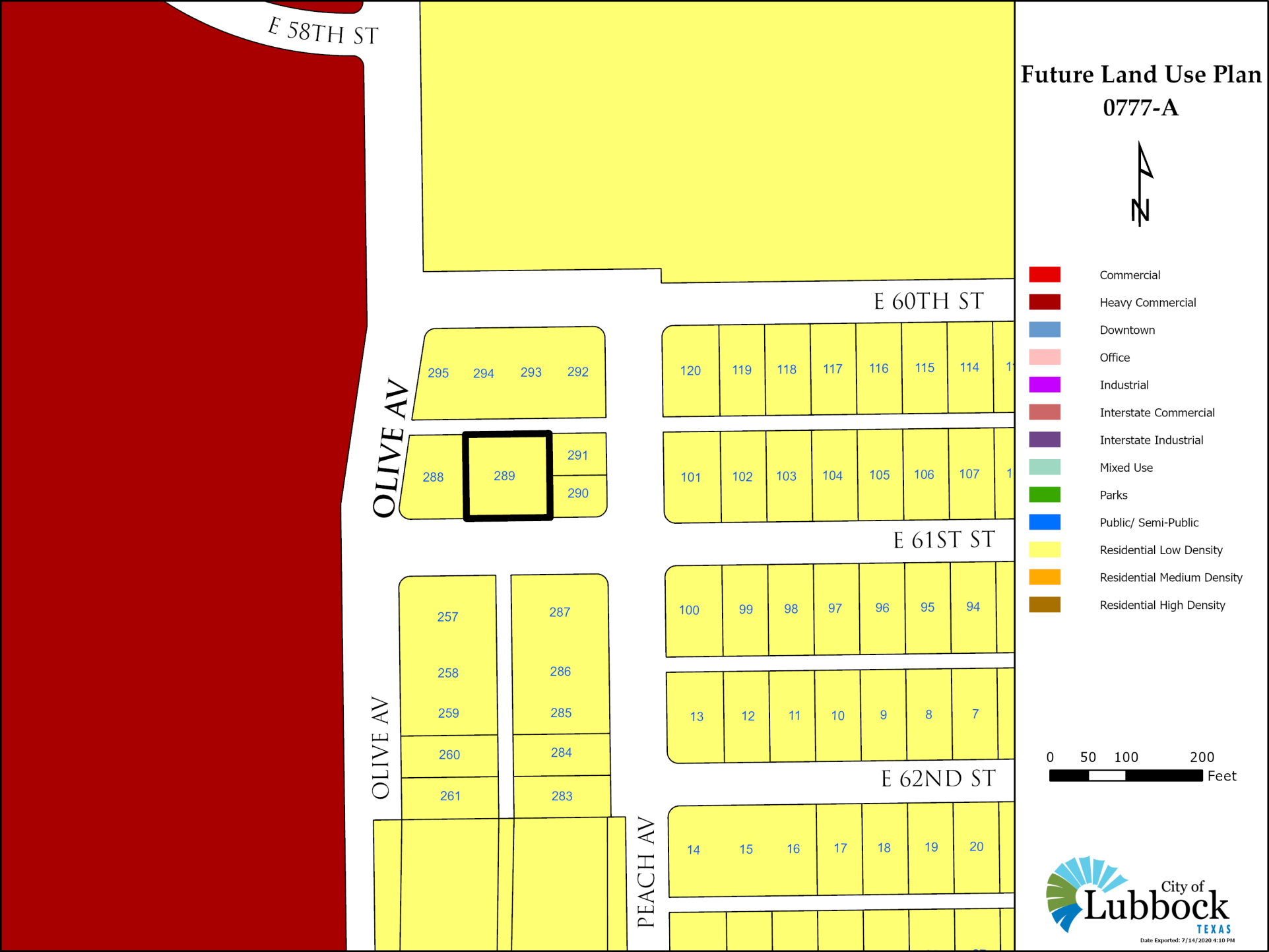
N
W E
S

Date Exported: 8/10/2020 6:07 PM

Case Number 0777-A




E 58TH ST
Single Family District
Heavy Manufacturing
E 60TH ST
OLIVE AV
295
294
293
292
288
289
291
290
120
119
118
117
116
115
114
101
102
103
104
105
106
107
E 61ST ST
From M-2 to R-2
257
258
259
260
261
287
286
285
284
283
100
99
98
97
96
95
94
13
12
11
10
9
8
7
Single Family District
E 62ND ST
Two Family District
PEACH AV
14
15
16
17
18
19
20
Current Zoning
0777-A
N
Zoning Districts
Heavy Manufacturing
Single Family
Two Family
Transitional
0 50 100 200
Feet
City of Lubbock
TEXAS
Date Exported: 7/14/2020 4:07 PM


E 58TH ST
E 60TH ST
E 61ST ST
E 62ND ST
OLIVE AV
OLIVE AV
PEACH AV
295
294
293
292
288
289
291
290
120
119
118
117
116
115
114
101
102
103
104
105
106
107
257
258
259
260
261
287
286
285
284
283
100
99
98
97
96
95
94
13
12
11
10
9
8
7
14
15
16
17
18
19
20
Future Land Use Plan
0777-A
N
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
0 50 100 200
Feet
City of Lubbock TEXAS
Date Exported: 7/14/2020 4:10 PM

Zone Case 0777-A



View of adjacent property. View west.



View of subject property. View north.



View of adjacent property. View south.



View of adjacent site. View east.

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
Prudential Enterprises, LLC
10620 Salem Ave
Street/Post Office Box
Lubbock, Texas 79424-7407
City State Zip
(806) 773-2578
Telephone

Location or Address: 4105 East 61st Street

Legal Description:* Lot 289, Yellow House Canyon Addition

Existing Land Use: Vacant

Existing Zoning: M-2

Acreage or Square Footage of Property: 0.3 acre

Zoning Requested: R-2

Proposed Development: Single-Family or Duplex Residences

If property is not subdivided, will preliminary plat be submitted? Yes X No

Terry Holeman
Applicant's Signature

July 23, 2020
Date

Filing Fee: $475 (Prudential #2227)
($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.:** ***0777-A***

In Favor ___

Opposed X

Reasons and/or Comments:

Print Name Glory Danford

Signature: Glory Danford

Address: 5121 69th 720B

Address of Property Owned: ___

Phone Number: 806-543-5098

Email: glorybanford@gmail.com

Recipient 3 of 8

Zone Case Number: **0777-A** R50547
BAPTIST CHURCH BETHLEHEM MISSIONARY
Attn: GLORY DANFORD
5121 69TH ST 720B
LUBBOCK TX 79424

Regular City Council Meeting **8. 2.**

Meeting Date: 09/22/2020

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 1259-A, a request of Delta Land Surveying for Keosha Jenkins, for a zone change to Two-Family Residential District (R-2), from Commercial District (C-4), at 1904, 1910, and 1912 Idalou Road, located on the south side of Idalou Road between Teak Avenue and Spruce Avenue, Morrow Resub Addition, Block 32, Lots 15, 16, and 19, and consider an ordinance.

Item Summary

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 September 3, 2020, and recommended approval of the request by a vote of 4 to 3 with 1 member abstaining. Jaime DeLaCruz, Dan Wilson, and James Bell voted in opposition to the request and Susan Tomlinson abstained.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

1259-A Ordinance
1259-A Staff Report
1259-A Documentation

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. 1259-A; A ZONING CHANGE FROM C-4 TO R-2 ZONING DISTRICT AT 1904, 1910, AND 1912 IDALOU ROAD, LOCATED ON THE SOUTH SIDE OF IDALOU ROAD BETWEEN TEAK AVENUE AND SPRUCE AVENUE, MORROW RESUB ADDITION, BLOCK 32, LOTS 15, 16, AND 19, 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. 1259-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 **C-4** to **R-2** zoning district at **1904, 1910, and 1912 Idalou Road, located on the south side of Idalou Road between Teak Avenue and Spruce Avenue, Morrow Resub Addition, Block 32, Lots 15, 16, and 19,** 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/ZC1259-A
September 3, 2020

Planning Department
City of Lubbock

Staff Report	Zone Case 1259-A
City Council Meeting	September 22, 2020

Applicant Delta Land Surveying

Property Owner Keosha Jenkins

Council District 2

Recommendations

- Staff recommends Denial of this request.

Prior Board or Council Action

- December 15, 1949: These properties were annexed through Ordinance No. 000942.
- April 3, 1952, Zone Case 338: The City Council approved a zone change to the H District from the A District.
- April 6, 1955, Ordinance No. 1695: A new Zoning Ordinance for the City of Lubbock rezoned this property from the H District, to C-3 General Retail District.
- October 22, 1964, Zone Case 1259: The City Council approved a zone change to C-4 Commercial District from C-3 General Retail District.
- September 3, 2020, Zone Case 1259-A: The Planning and Zoning Commission recommended approval of a zone change from C-4 Commercial district to R-2 Two-Family District by a vote of 4-3-1.

Notification Summary

- Notifications Sent: 22
- Received In Favor: 1 (received after the Planning and Zoning Commission meeting)
- Received In Opposition: 2

Site Conditions and History

The tract has remained undeveloped since its annexation in 1949.

Adjacent Property Development

The properties to the north and west are zoned C-4, and are vacant. The property to the east is zoned C-4, and is developed with a single family home. The properties to the south are zoned R-2, and developed with single-family homes. These houses were constructed in 1934, 1984, and 2005.

Zoning Request and Analysis

Item Summary

The applicant requests to change the zoning on 3 platted lots addressed at 1904, 1910, and 1912 Idalou Road, generally located on the south side of Idalou Road between Spruce Avenue and Teak Avenue.

Current zoning: **Commercial District (C-4)**

Requested zoning: **Two-Family District (R-2)**

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 C-4 zoning is "…to provide for heavy retail and wholesale commercial uses which serve a city-wide or regional area. Such districts should have frontage on regional thoroughfares such as state or federal highways. Because of the heavy commercial nature of the permitted uses, compatibility with adjacent residential areas should be carefully considered."

Traffic Network/Infrastructure Impacts
The impact on traffic is expected to be minimal, as Idalou Road at this location is a Minor Arterial Road in the City of Lubbock Master Thoroughfare Plan. However, Idalou Road is also owned by the Texas Department of Transportation (TxDOT), and the owners of the properties will have to get permission from TxDOT to have curb cuts. Without permission for these curb cuts, the properties will only have access from the alley.

Compatibility with Surrounding Property
The proposed zoning is not compatible with the surrounding area. Much of the block face will remain zoned C-4, which would allow later developers to intersperse heavy commercial uses with the residences that would be allowed by R-2 zoning.

Conformance with Comprehensive Plan Principles and Future Land Use Map
This request is not in conformance with the Future Land Use Map. The Future Land Use Map designates these properties for "Light Commercial/Retail" uses, which would not be permitted in the R-2 district.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance. R-2 is considered a suitable buffer district to be located adjacent to commercial uses. However, interspersing these uses together could potentially cause nuisances between the uses.

Suitability of Property for Allowed Uses
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.

Attachments

A. Case Information
B. Response Map
C. Thoroughfare Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application
I. Graphics and Documentation
J. Responses

Staff Contacts

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Bryan Isham
Director of Planning
Planning Department
806-775-3029
bisham@mylubbock.us

Attachment A

Case Information: Zone Case 1259-A

Allowable Uses: Two-Family District (R-2)

Transportation: The proposed development has access to the alley. The property owners will need to obtain permission from Texas Department of Transportation (TxDOT) to have access from Idalou Road.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Idalou Road *Minor Arterial (Completed)*	R.O.W. Width Varies, four-lane, median, paved	100' R.O.W., four-lane with center turn lane, undivided

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.5 **Case 1259-A**: Delta Land Surveying, for Keosha Jenkins

Request for a zone change to Two-Family Residential District (R-2), from Commercial District (C-4), at:

- 1904, 1910, and 1912 Idalou Road, located on the south side of Idalou Road between Teak Avenue and Spruce Avenue, Morrow Resub Addition, Block 32, Lots 15, 16, and 19.

PLANNING AND ZONING MANAGER KRISTEN SAGER stated there were a total of twenty-two (22) notifications sent out and zero (0) returned in favor and two (2) in opposition. Staff shared the report, maps, and photos of the subject area. Staff recommends denial of the request.

APPLICANT KEOSHA JENKINS 2800 Kirby Drive #B729 explained what her plans are for the lots that she owns. She understands that she would need to pave the alley for entrances.

NORA GARCIA 1602 42nd Street, spoke in opposition to the request because she owns property in the area that she feels will be negatively affected. Once Mrs. Sager explained to her that the subject properties are across the highway from her property, she states she is in favor.

FERNANDO PEREZ 1702 Teak Avenue, stated that he is speaking on behalf of his block. He does not want duplexes on the property that would be rental properties.

EDDIE HARRIS asked the applicant if she was aware of the opposition and asked if she has spoken with anyone that was opposed. She advised she was not aware.

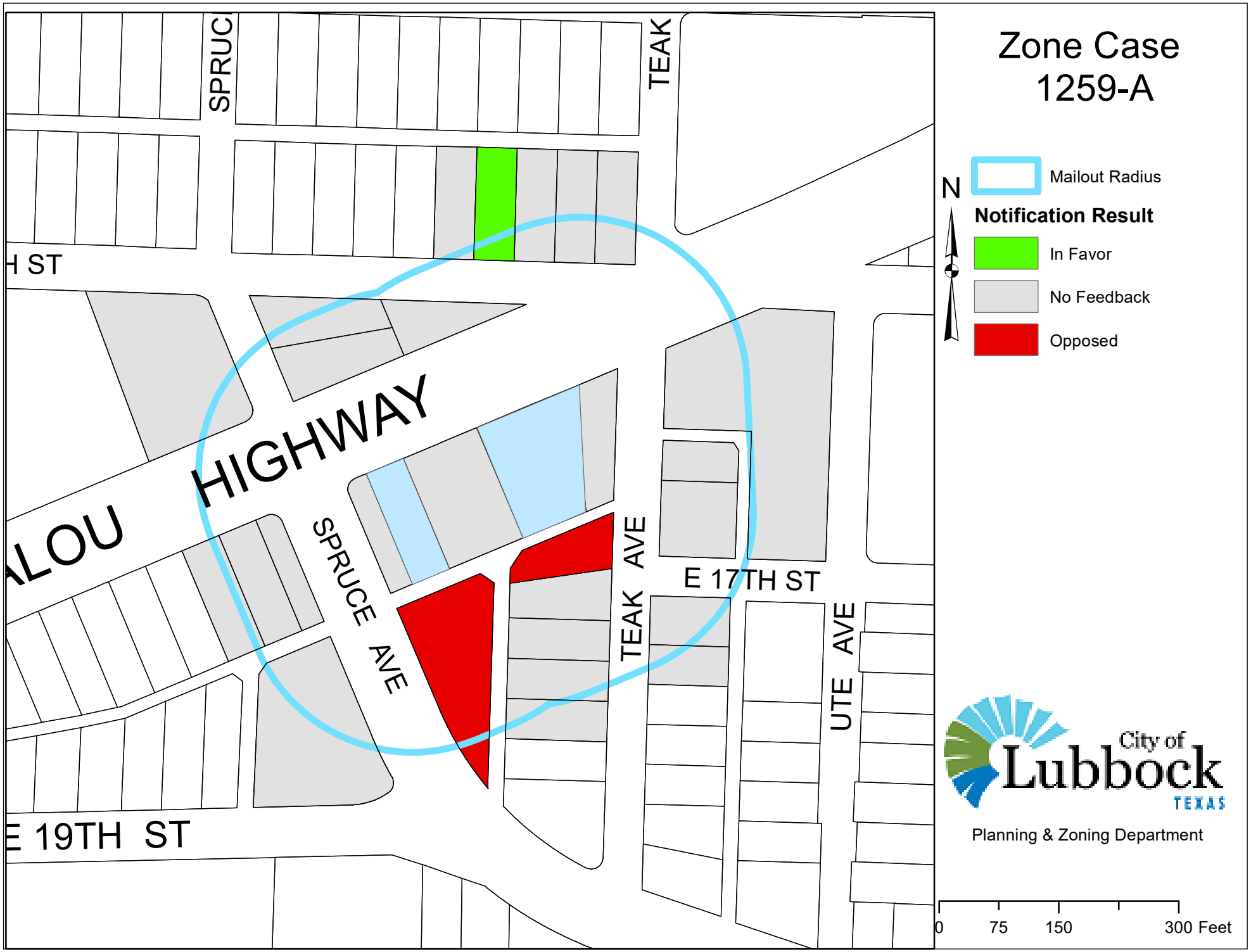
JORDAN WHEATLEY stated he is in favor of the request due to the fact that the area has been undeveloped for over 75 years.

JAIME DELACRUZ stated that he is not in favor of the request due to the fact that it is off of a major highway and that it would require a rear entry which would be expensive.

DAN WILSON asked the applicant if she already owns the property. She advised she does.

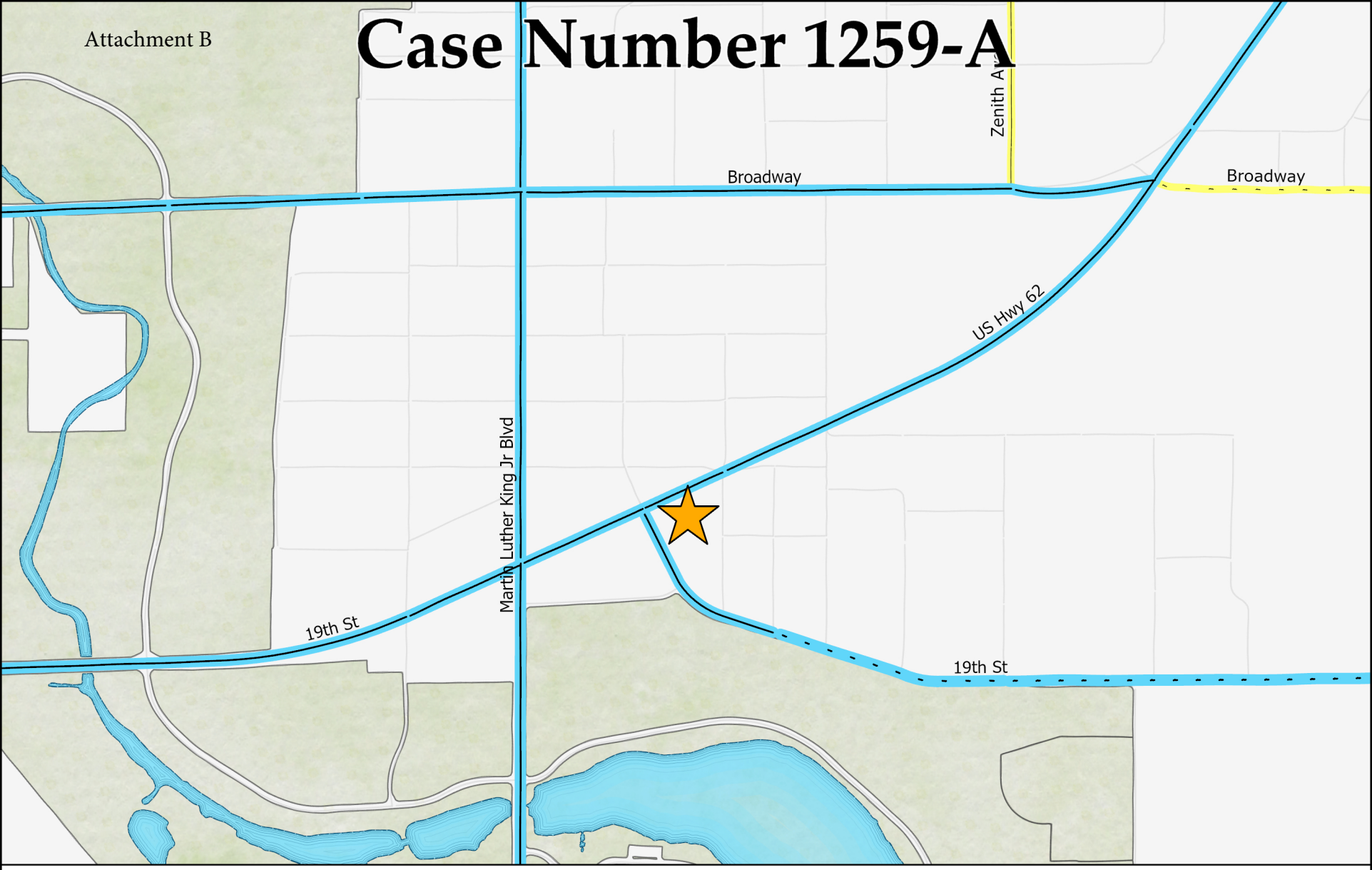
Motion was made by **JORDAN WHEATLEY** seconded by **TANNER NOBLE** and the Commission members voted 4 (in favor) 3 (in opposition) and **SUSAN TOMLINSON** abstained from the vote due to lack of hearing what was being said, to approve. Item will be forwarded to City Council for consideration.

DAN WILSON, JAMES BELL, and **JAIME DELACRUZ** voted in opposition.


Zone Case
1259-A
Mailout Radius
N
Notification Result
In Favor
No Feedback
Opposed
SPRUCE
TEAK
H ST
ALOU
HIGHWAY
SPRUCE AVE
TEAK AVE
E 17TH ST
UTE AVE
E 19TH ST
City of
Lubbock
TEXAS
Planning & Zoning Department
0
75
150
300 Feet

Attachment B

Case Number 1259-A



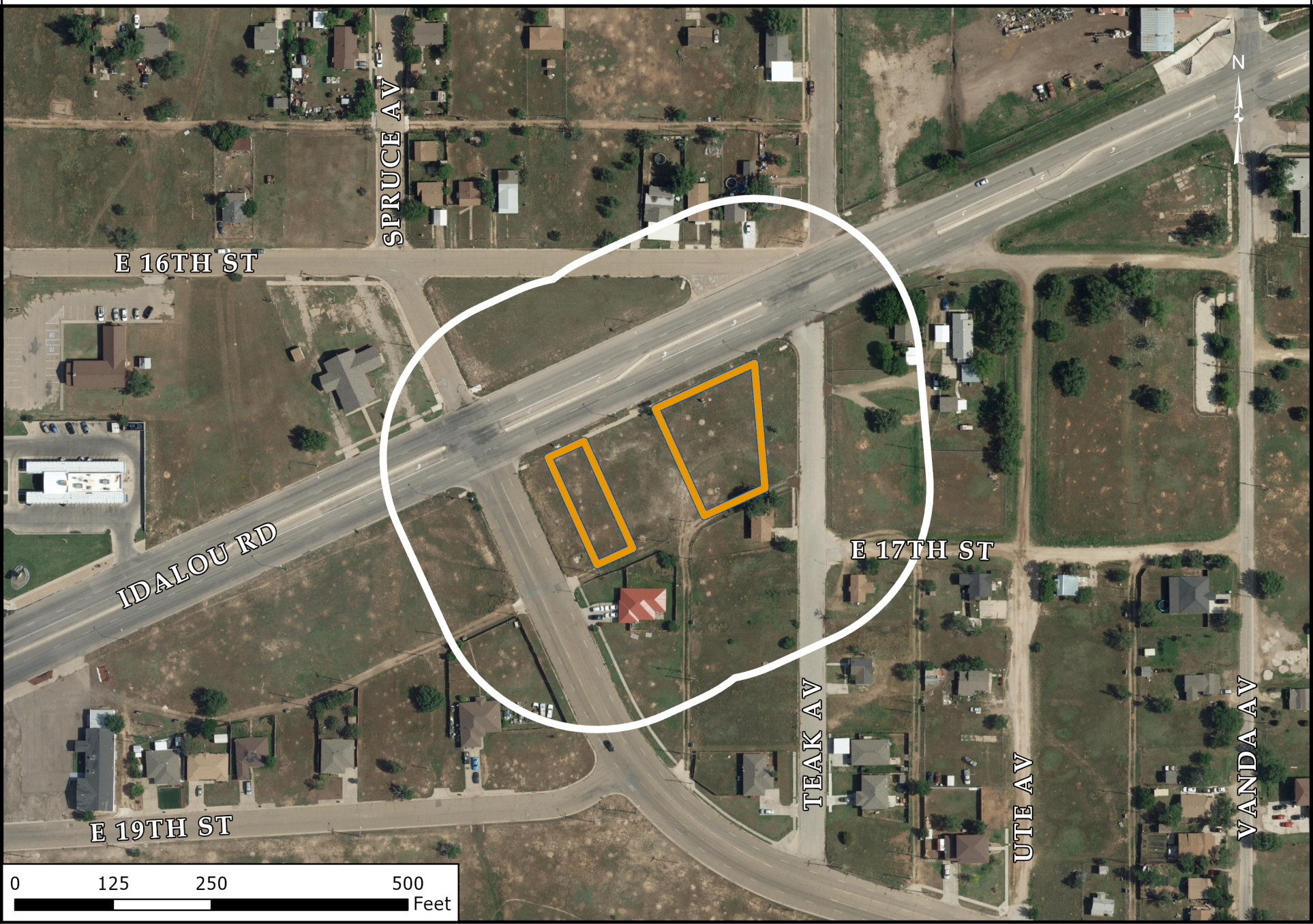
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

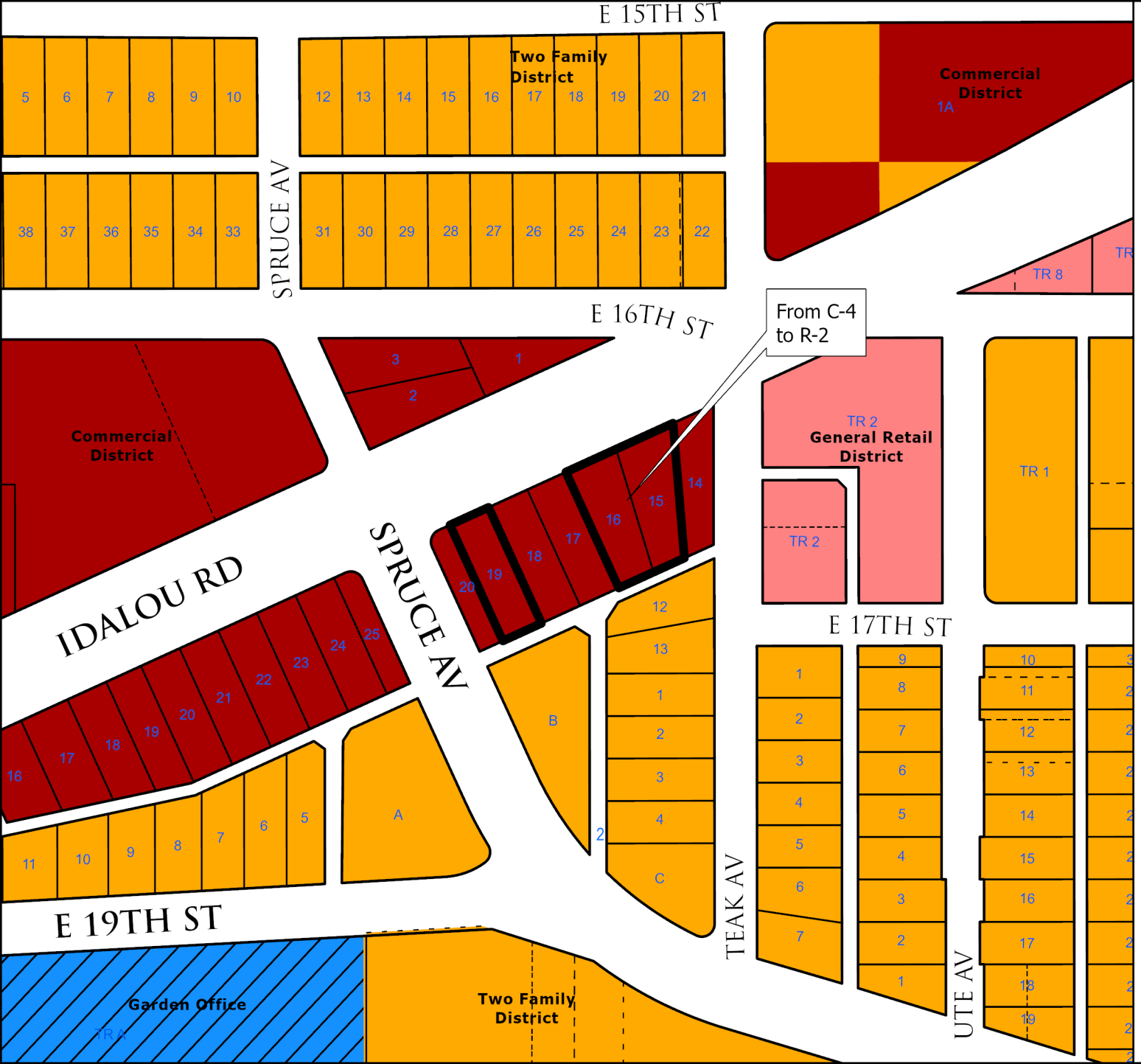
N
W E
S

Date Exported: 8/10/2020 6:09 PM

Attachment C

Case Number 1259-A





Attachment D

Current Zoning 1259-A

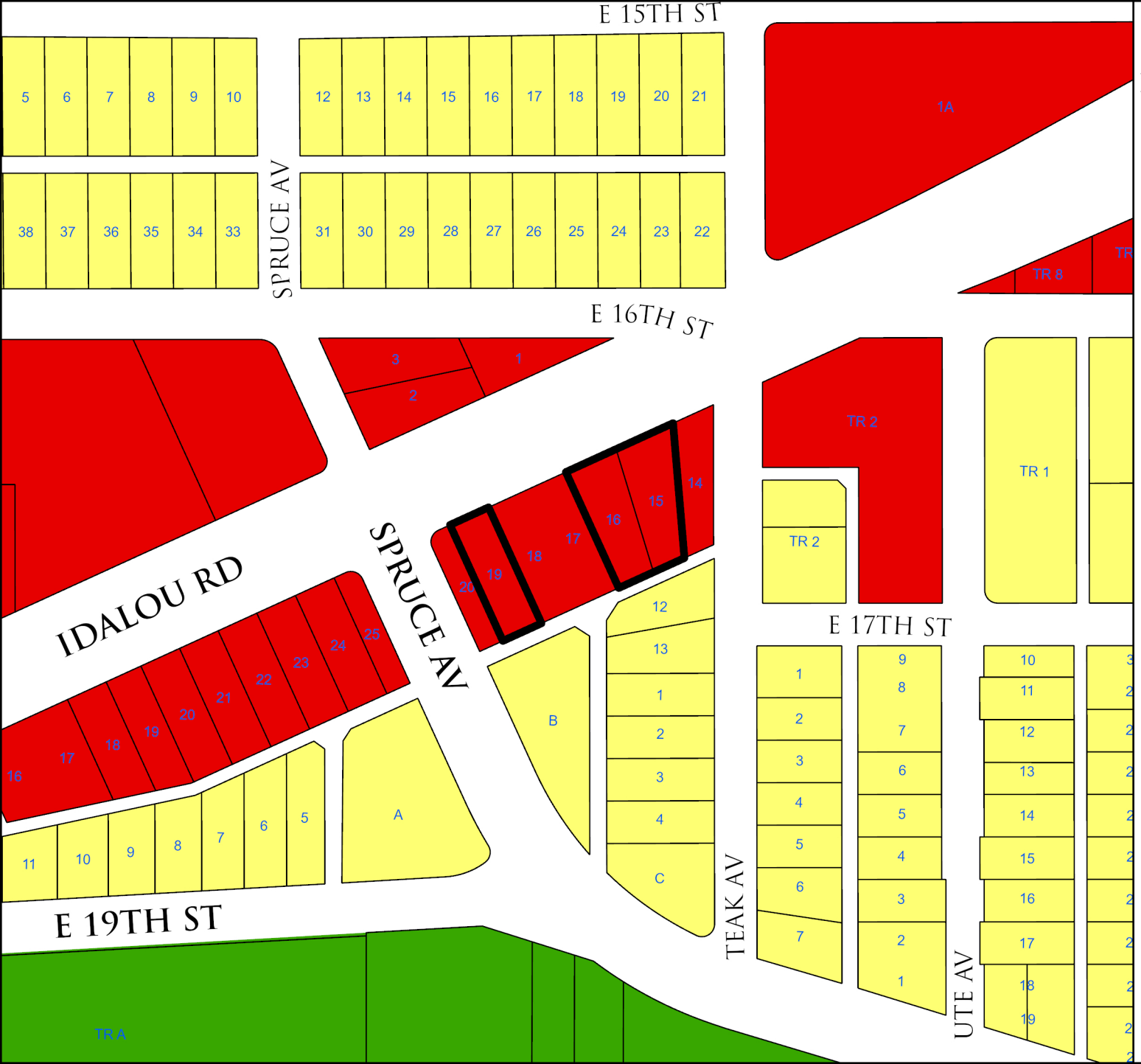
Zoning Districts

- General Retail
- Commercial
- Garden Office Specific Use
- Two Family

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: 8/11/2020 9:33 AM



Attachment E

Future Land Use Plan
1259-A

N

- 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

0 50 100 200 Feet

City of Lubbock TEXAS

Date Exported: 8/11/2020 10:18 AM

Attachment F

259-A



Subject property, view to the west



View north along Spruce Avenue



Property directly across Spruce Avenue to the west

1259-A



View south along Spruce Avenue



Subject property, view from the east



View of Idalou Highway to the north

Attachment G

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) DELTA LAND SURVEYING

3307 82ND ST., STE. J
Street/Post Office Box

LUBBOCK TX 79423
City State Zip

(806) 701-5707
Telephone

For KEOSHA JENKINS

Street/Post Office Box

City State Zip

(806) 317-7996
Telephone

Location or Address: 1904, 1910, & 1912 IDALOU ROAD

Legal Description:* SEE FIELD NOTES ATTACHED

Existing Land Use: VACANT **Existing Zoning:** C4

Acreage or Square Footage of Property: TOTAL: 0.5424 ACRES

Zoning Requested: R-2 (DUPLEX)

Proposed Development: BUILD 3 DUPLEXES ON EXISTING LOTS

If property is not subdivided, will preliminary plat be submitted? Yes ✓ No

Applicant's Signature

7/22/2020
Date

Filing Fee: $475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

Zone Case No.: _____ **Agenda No.:** _____

Request for zoning change from: _____ **To:** _____

on Lot(s): _____ **Block(s):** _____

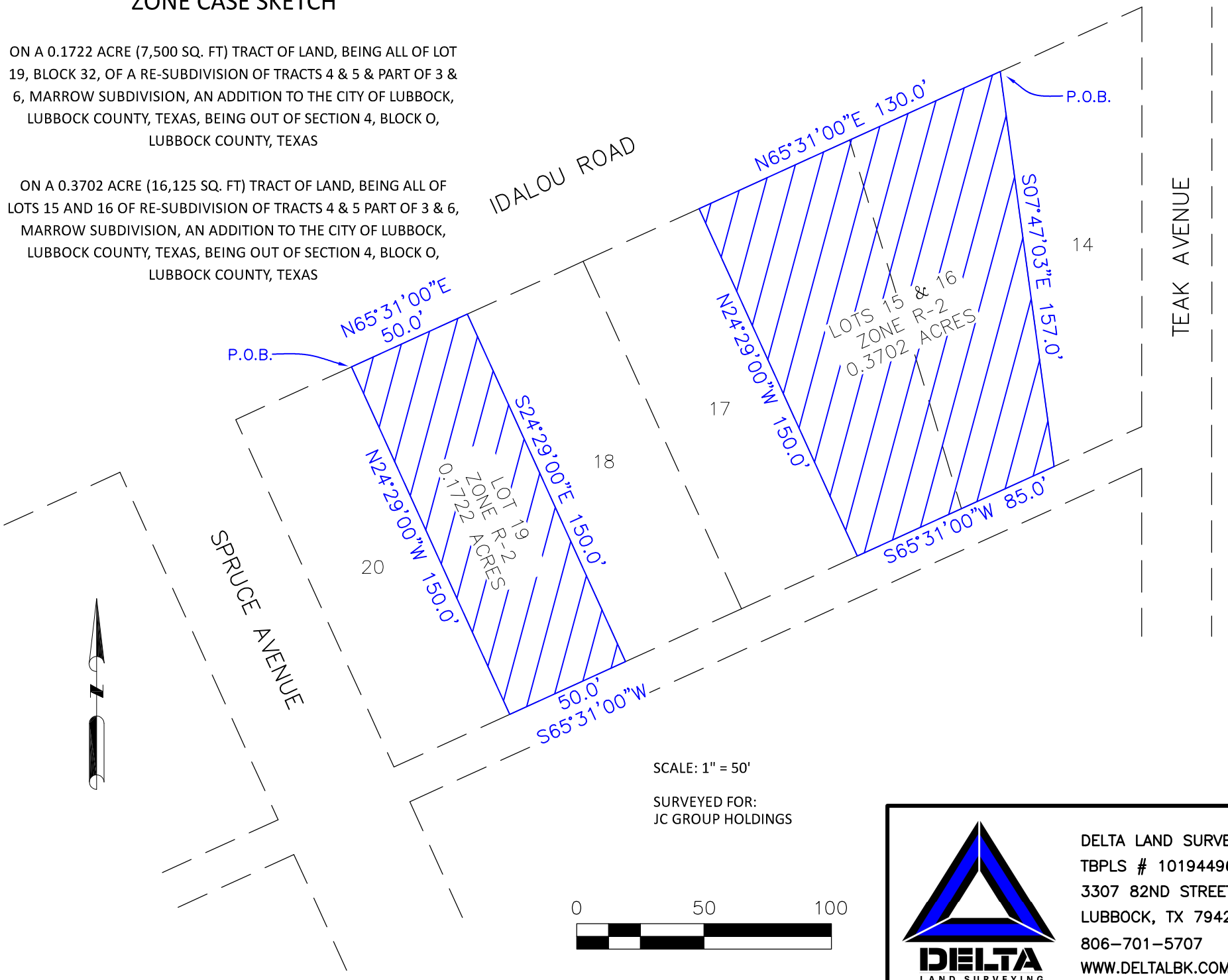
Subdivision: _____ **Address:** _____

Attachment H

ZONE CASE SKETCH

ON A 0.1722 ACRE (7,500 SQ. FT) TRACT OF LAND, BEING ALL OF LOT 19, BLOCK 32, OF A RE-SUBDIVISION OF TRACTS 4 & 5 & PART OF 3 & 6, MARROW SUBDIVISION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, BEING OUT OF SECTION 4, BLOCK O, LUBBOCK COUNTY, TEXAS

ON A 0.3702 ACRE (16,125 SQ. FT) TRACT OF LAND, BEING ALL OF LOTS 15 AND 16 OF RE-SUBDIVISION OF TRACTS 4 & 5 PART OF 3 & 6, MARROW SUBDIVISION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, BEING OUT OF SECTION 4, BLOCK O, LUBBOCK COUNTY, TEXAS



SCALE: 1" = 50'

SURVEYED FOR:
JC GROUP HOLDINGS

DELTA LAND SURVEYING, LLC
TBPLS # 10194496
3307 82ND STREET, STE. J
LUBBOCK, TX 79423
806-701-5707
WWW.DELTALBK.COM

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.:** ***1259-A***

In Favor ✓

Opposed ___

Reasons and/or Comments:

Print Name Angie A Blakley

Signature: Angie A Blakley

Address: 4803 - 55th

Address of Property Owned: 1913 E. 16th

Phone Number: (806) 368-1243

Email: angieblakely123@gmail.com

Recipient 19 of 22

RECEIVED
SEP 08 2020
BY:

Zone Case Number: **1259-A** R94618
ARGUELLES, ANGELITA
4803 55TH ST

LUBBOCK TX 79414

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.:** ***1259-A***

In Favor ___

Opposed ✓

Reasons and/or Comments:

THIS WILL INCREASE CRIME, TRASH AND BECOME A NUISANCE TO THE ENTIRE BLOCK.

Print Name FERNANDO PEREZ

Signature: [signature]

Address: 1702 TEAK AVE

Address of Property Owned: 1702 TEAK AVE LUBBOCK TX 79403

Phone Number: 806. 241. 2666

Email: FPEREZ@MYLUBBOCK.US

Recipient 13 of 22

Zone Case Number: **1259-A** R95567
PEREZ, FERNANDO
3407 E BATES ST

LUBBOCK TX 79403

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.:** ***1259-A***

In Favor ____

Opposed ✓

Reasons and/or Comments:

I Am Concerned the Zoning Will change the Character of my house. I Am Concerned the Zoning will change Character of my neighborhood And Lead to More people, traffic, Safety issues, and noise. IT May also cause our property value to decrease.

Print Name Doris R. Cleaver

Signature: Doris R. Cleaver

Address: 1811 Spruce Ave

Address of Property Owned: Doris R. Cleaver

Phone Number: 806-456-6161

Email: Doris Cleaver 0623 @ gmail.com

Recipient 12 of 22

RECEIVED
AUG 31 2020
BY:

Zone Case Number: **1259-A** R111119
CLEAVER, DORIS R
1811 SPRUCE AVE

LUBBOCK TX 79408-5322

Regular City Council Meeting **8. 3.**

Meeting Date: 09/22/2020

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3054-D, a request of Hugo Reed and Associates, Inc. for James Morgan, Ltd, for a zone change to Light Manufacturing District (M-1), from Interstate Highway Commercial District (IHC), at 12301 and 12305 Indiana Avenue, located on the east side of Indiana Avenue south of 122nd Street, Huntington Business Park Addition, the east 150 feet of Lot 6, and the east 150 feet of Lot 7, and consider an ordinance.

Item Summary

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 September 3, 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

3054-D Ordinance
3054-D Staff Report
3054-D Documentation

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. 3054-D; A ZONING CHANGE FROM IHC TO M-1 ZONING DISTRICT AT 12301 AND 12305 INDIANA AVENUE, LOCATED ON THE EAST SIDE OF INDIANA AVENUE SOUTH OF 122ND STREET, HUNTINGTON BUSINESS PARK ADDITION, THE EAST 150 FEET OF LOT 6 AND THE EAST 150 FEET OF LOT 7, 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. 3054-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC** to **M-1** zoning district at **12301 and 12305 Indiana Avenue, located on the east side of Indiana Avenue south of 122nd Street, Huntington Business Park Addition, the east 150 feet of Lot 6 and the east 150 feet of Lot 7,** 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/ZC3054-D
September 3, 2020

Planning Department
City of Lubbock

Staff Report	Zone Case 3054-D
City Council Meeting	September 22, 2020

Applicant Hugo Reed and Associates, Inc.

Property Owner Larry Elliott Land & Development LLC

Council District 4

Recommendations

- Staff recommends Approval of this request.

Prior Board or Council Action

- June 23, 2005: These properties were annexed through Ordinance No. 2005-O0067.
- January 26, 2006, Zone Case 3054: A zone change was approved to IHC Interstate Highway Commercial District, from T Transition District.
- September 3, 2020, Zone Case 3054-D: The Planning and Zoning Commission recommended approval of a zone change from IHC Interstate Highway Commercial District to M-1 Light Manufacturing District by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 14
- Received In Favor: 1
- Received In Opposition: 0

Site Conditions and History

The tract has remained undeveloped since its annexation in 2005.

Adjacent Property Development

The properties to the north are zoned IHC and are vacant. The properties to the east are zoned IHC and are developed with a storage warehouse. The properties to the south are zoned T, and are developed with single-family homes. The properties to the west are zoned C-3, and are either vacant or developed with the Plaza 8 Shopping Center, which includes vacant tenant space and a Qdoba restaurant. The warehouse was constructed in 2006. The houses were constructed between 2008 and 2010. The shopping center was constructed in 2018.

Zoning Request and Analysis

Item Summary

The applicant requests to change the zoning on approximately 1.09 acres addressed at 12301 and 12305 Indiana Avenue; generally located east of Indiana Avenue and south of 122nd Street.

Current zoning: **Interstate Highway Commercial District (IHC)**

Requested zoning: **Light Manufacturing District (M-1)**

Intent Statements

The intent of the proposed M-1 zoning is, "…to provide for light industrial uses and those commercial uses requiring outside storage and display. The regulations are designed to provide for a mixture of heavy commercial

and light industrial or manufacturing uses with proper standards to encourage attractive working areas for citizens."

The intent of the current IHC zoning is "…to provide for quality commercial office, retail and wholesale uses which serve a city-wide or regional area. Such uses require careful consideration when adjacent to residential areas. Special consideration shall be given building height for developments adjacent to Mackenzie State Park, the Yellowhouse Canyon Lakes, and the Central Business District."

Traffic Network/Infrastructure Impacts
The request should have no impact on traffic or infrastructure. Indiana Avenue is a Principal Arterial Road, able to handle all commercial and industrial traffic.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area. The proposed M-1 zoning district and the surrounding IHC zoning districts are considered compatible to be located adjacent to each other. Moreover, expected changes enacted by the Unified Development Code will have some of these land uses allowed next to each other by right. The UDC will also have design standards intended to protect residential uses adjacent to commercial and industrial uses.

Conformance with Comprehensive Plan Principles and Future Land Use Map
This request is not in keeping with the Future Land Use Map. This property is designated as the "Light Commercial/Retail" land use category, which states that "…Light Commercial/Retail land uses include businesses such as offices, banks, retail, and automobile-related services. Retail typically includes establishments that provide merchandise for retail sale such as shopping centers, restaurants, and grocery stores and usually has the added benefit of generating sales tax revenue" (City of Lubbock 2040 Comprehensive Plan, p. 61)". Some permitted land uses in the proposed M-1 District would not fit in this land use category. However, the area has developed since annexation with land uses better suited to the "Heavy Commercial" land use category, which is compatible in this area.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning code. The M-1 District is considered compatible to be located next to commercial zones, and per the intent statement of the M-1 district, will provide for a mix of light industrial and heavy commercial land uses in the area. While Staff would normally hesitate to recommend M-1 next to a residential neighborhood, these properties have existed next to each other for over a decade.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses and will not need additional public improvements to support the intensity of uses described in the M-1 zoning district.

Attachments

A. Case Information
B. Response Map
C. Thoroughfare Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application
I. Responses

Staff Contacts

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Bryan Isham
Director of Planning
Planning Department
806-775-3029
bisham@mylubbock.us

Case Information: Zone Case 3054-D

Allowable Uses: "M-1" Light Manufacturing District

Transportation: The proposed development will have access from Indiana Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Indiana Avenue *Principal Arterial, completed*	R.O.W. Width Varies, seven-lane, undivided, paved	110' R.O.W., seven-lane with center turn lane, undivided

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.6 **Case 3054-D**: Hugo Reed and Associates, Inc., for James Morgan, Ltd.

Request for a zone change to Light Manufacturing District (M-1), from Interstate Highway Commercial District (IHC), at:

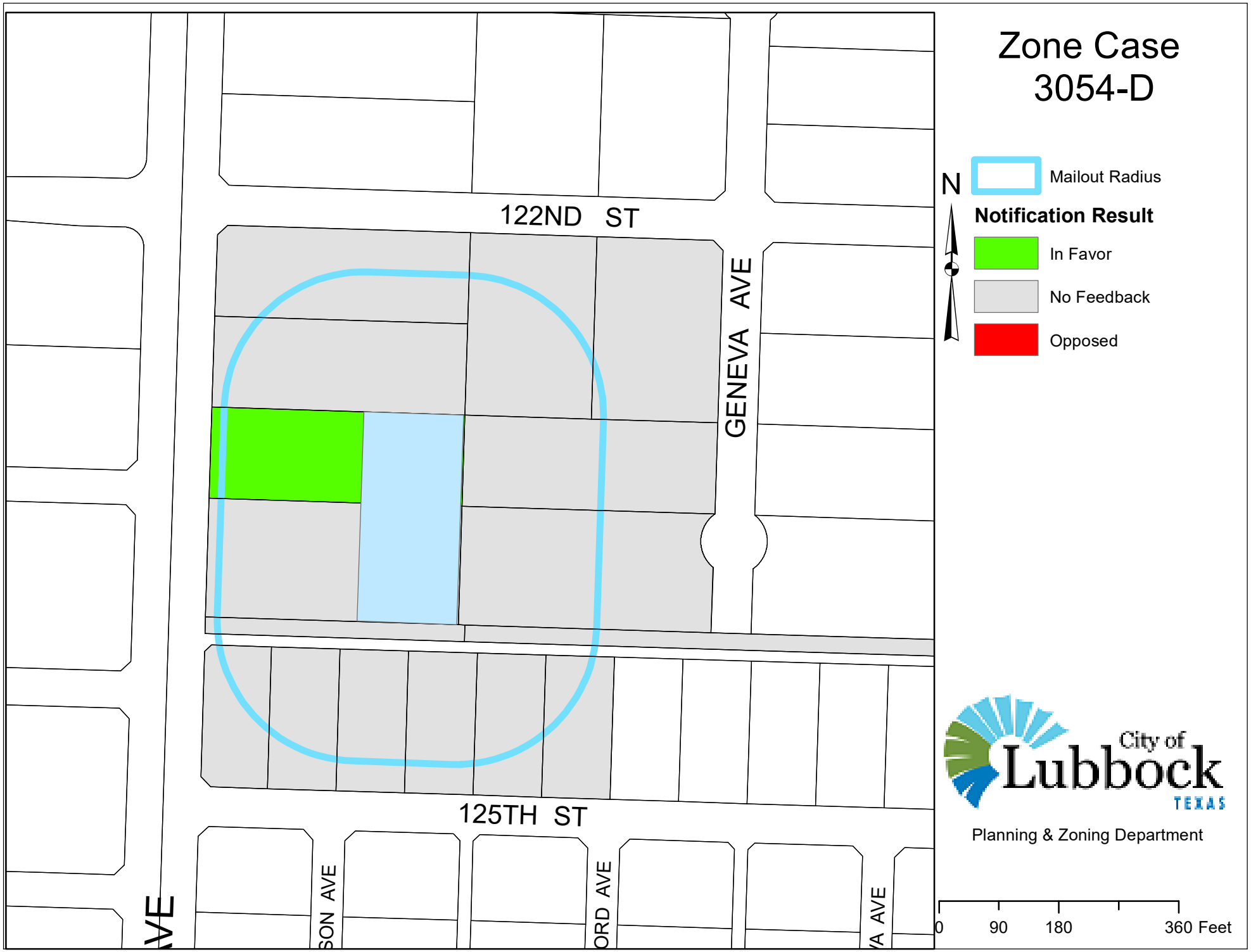
- 12301 and 12305 Indiana Avenue, located on the east side of Indiana Avenue south of 122nd Street, Huntington Business Park Addition, the east 150 feet of Lot 6 and the east 150 feet of Lot 7.

PLANNING AND ZONING MANAGER KRISTEN SAGER stated there were a total of fourteen (14) notifications sent out and one (1) returned in favor and zero (0) in opposition. Staff shared the report, maps, and photos of the subject area. Staff recommends approval of the request.

APPLICANT TERRY HOLEMAN 1601 Avenue N, Hugo Reed and Associates, discussed the history of the area and the plans for the property. The zone change is needed in order to allow outdoor storage.

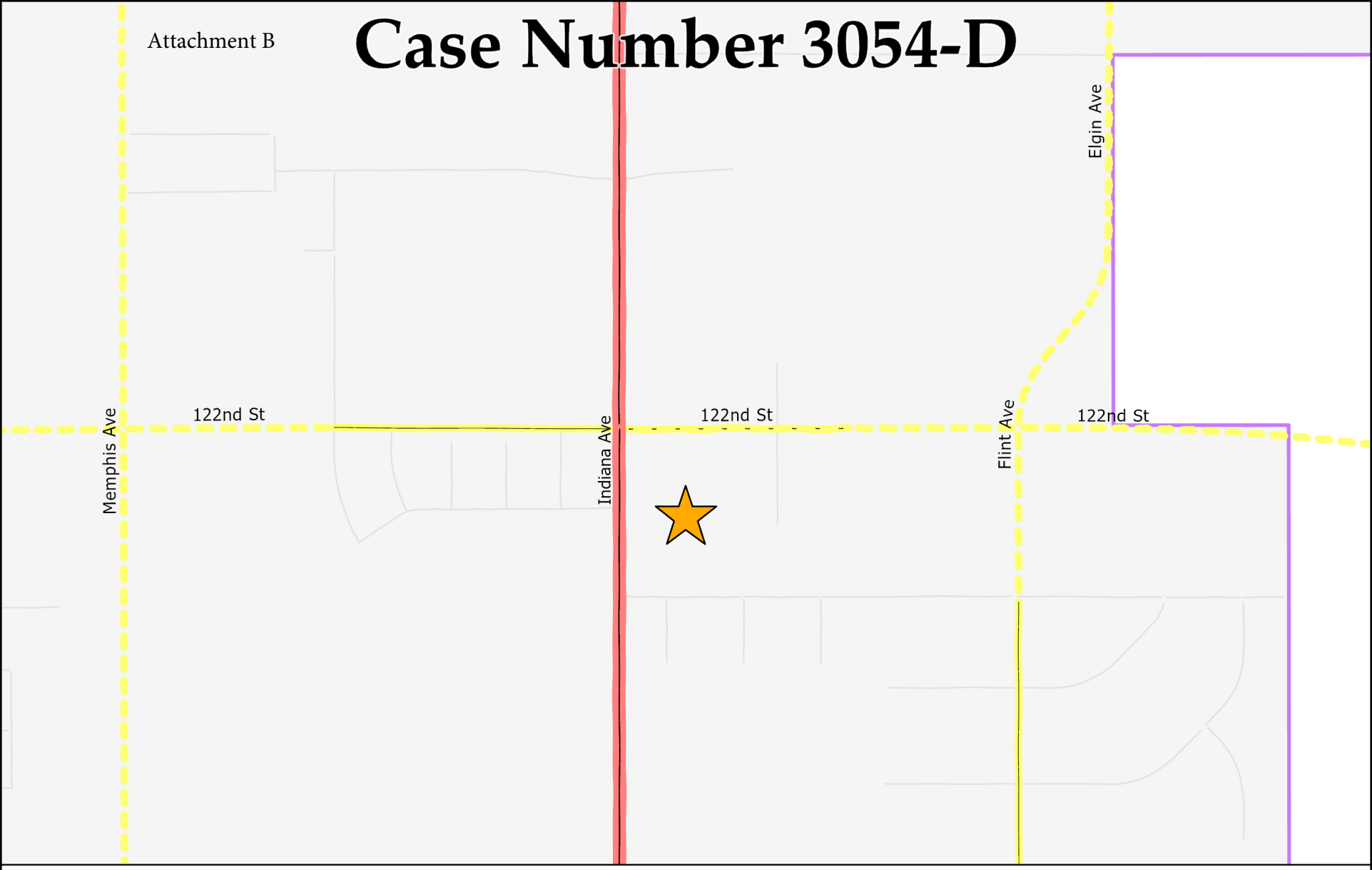
No one spoke in favor of or in opposition to the request.

Motion was made by **DAN WILSON** seconded by **JORDAN WHEATLEY** and the Commission members voted 8 (in favor) 0 (in opposition) to approve the request. Item will be forwarded to City Council for consideration.


Zone Case
3054-D
N
Mailout Radius
Notification Result
In Favor
No Feedback
Opposed
122ND ST
GENEVA AVE
125TH ST
City of
Lubbock
TEXAS
Planning & Zoning Department
0
90
180
360 Feet

Attachment B

Case Number 3054-D



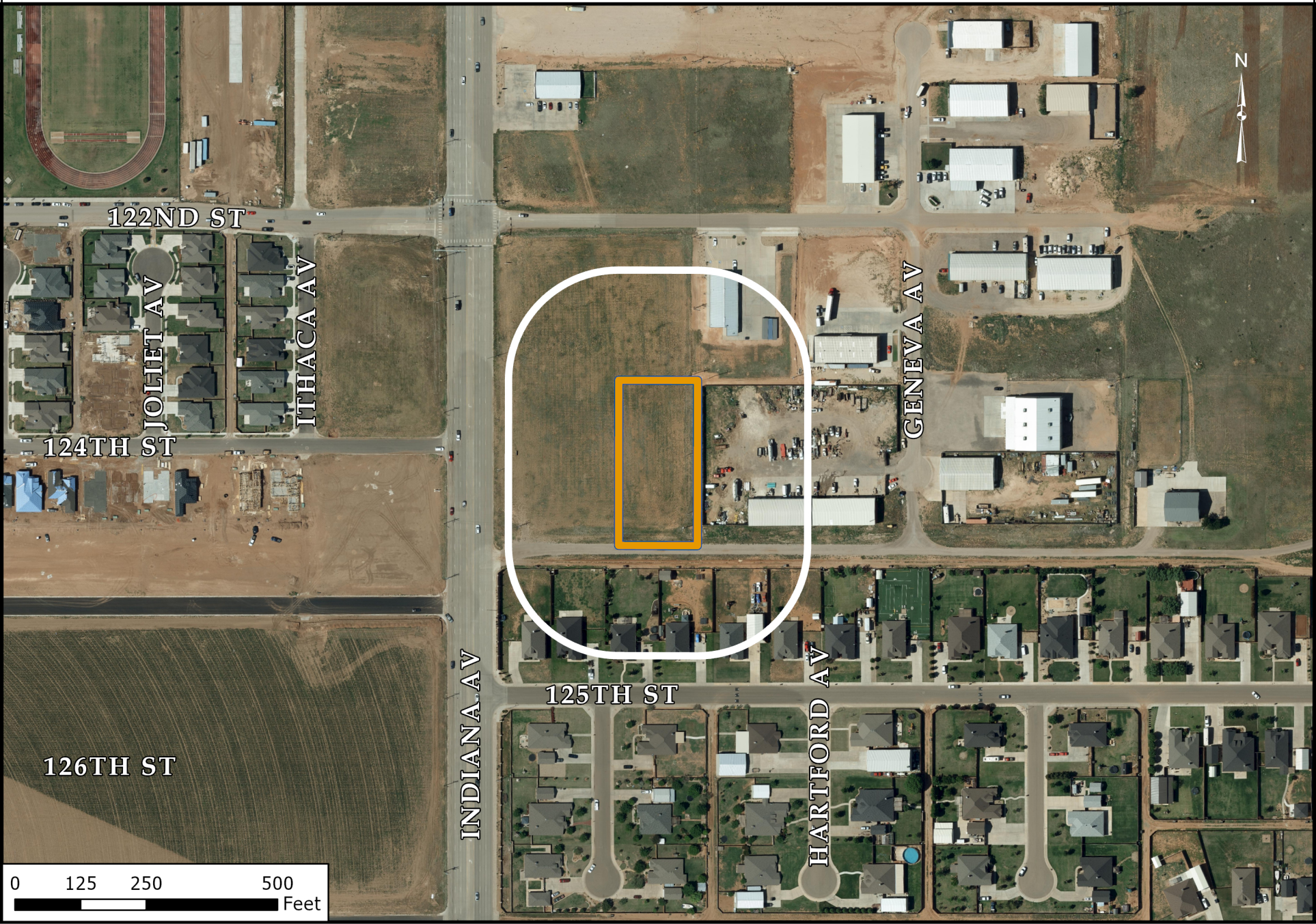
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

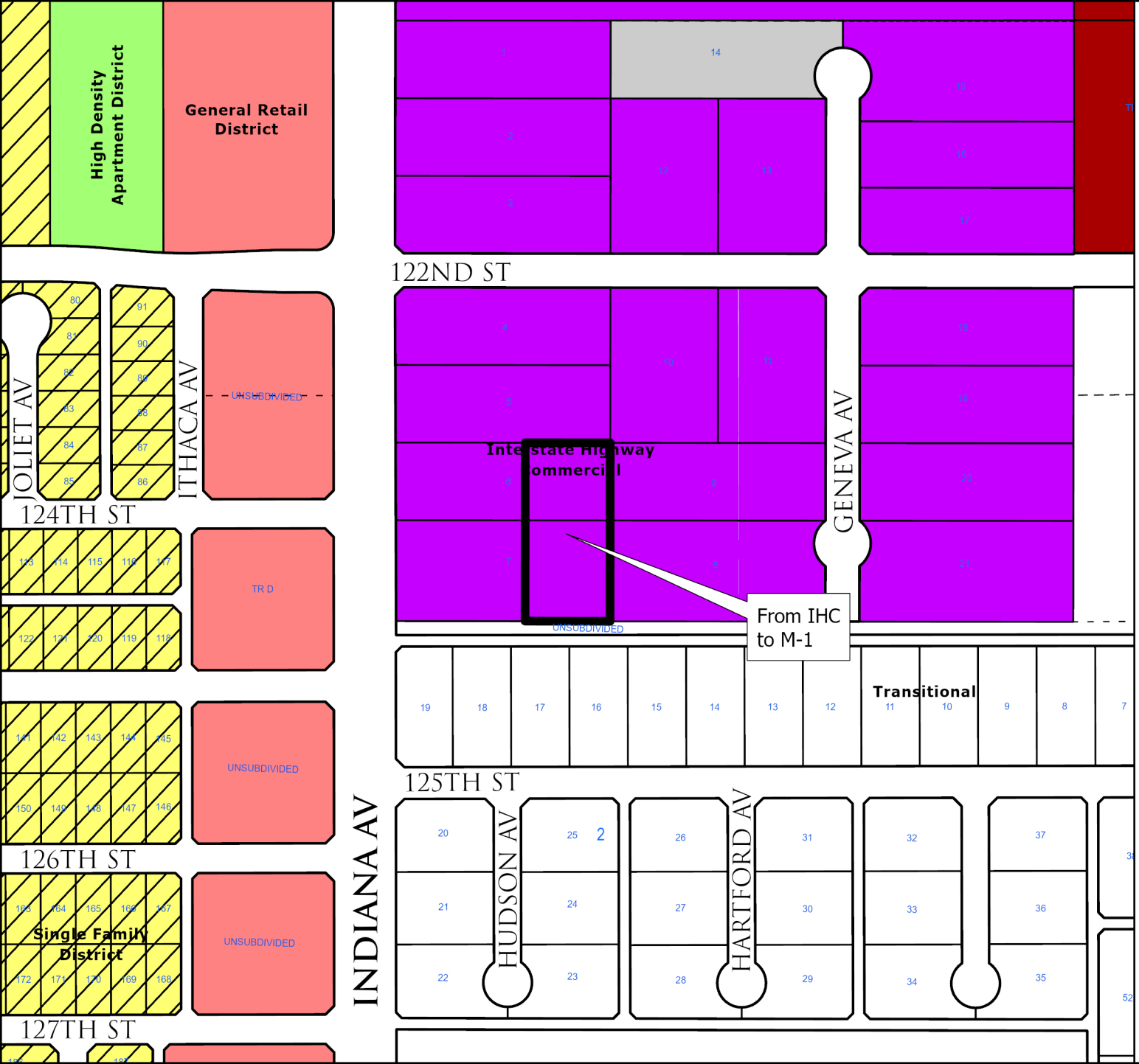
N W E S

Date Exported: 8/10/2020 6:11 PM

Attachment C

Case Number 3054-D





Attachment D

Current Zoning 3054-D

N

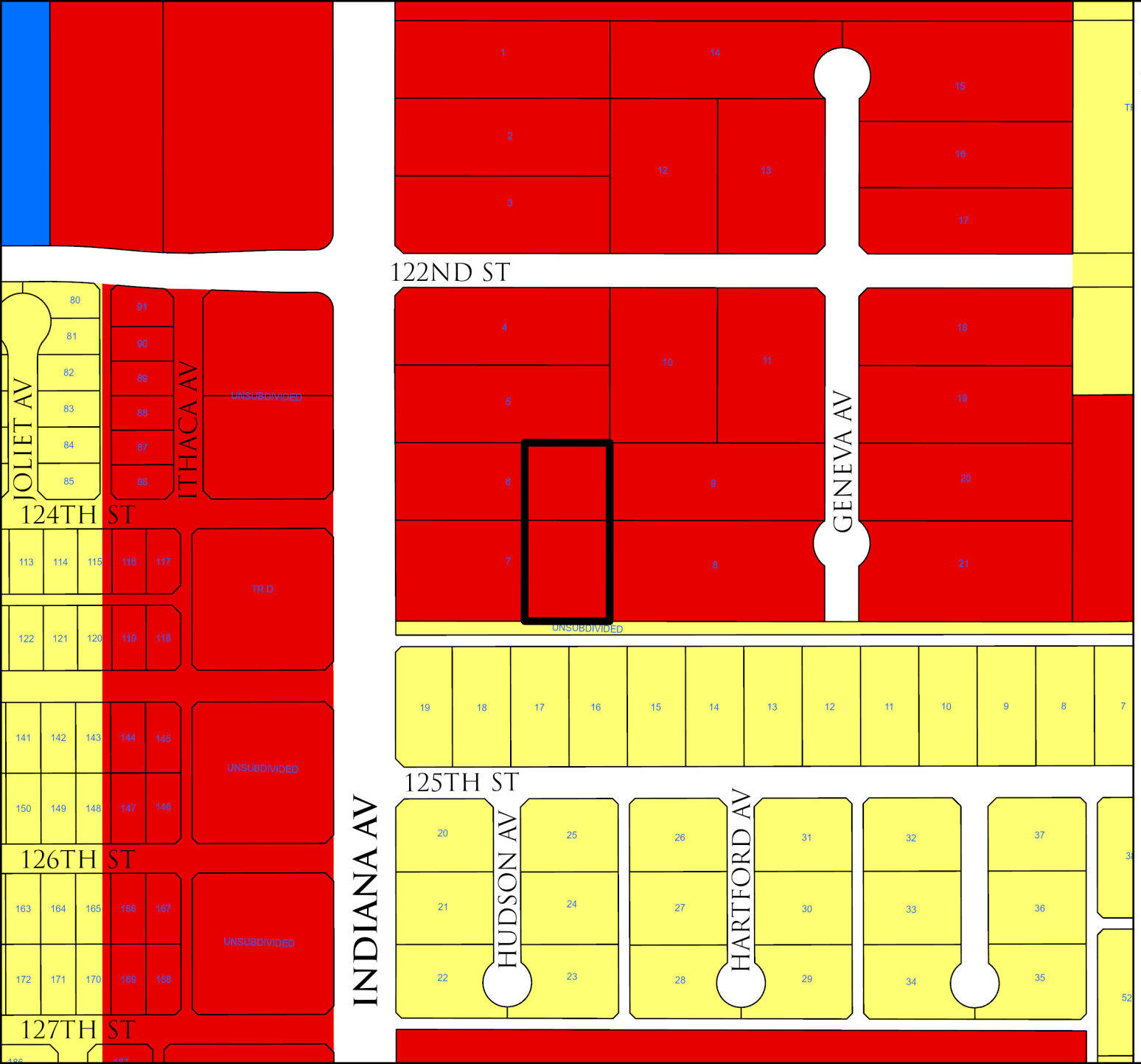
Zoning Districts

- High Density Apartment
- General Retail
- Commercial
- Interstate Highway Commercial
- Light Manufacturing
- Single Family Specific Use
- Transitional

0 75 150 300 Feet

City of Lubbock TEXAS

Date Exported: 8/11/2020 9:34 AM



Attachment E

Future Land Use Plan
3054-D

N

- 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

0 75 150 300 Feet

City of Lubbock TEXAS

Date Exported: 8/11/2020 10:19 AM

Attachment F

3054-D



Subject property: 12301 and 12305 Indiana Avenue



View North along Indiana Avenue



View south along Indiana Avenue



Property directly across Indiana Avenue to the west



View west along 124th Street

Attachment G

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
James Morgan, Ltd.
10507 Quaker Avenue
Street/Post Office Box
Lubbock, Texas 79423
City State Zip
806-789-0884
Telephone

Location or Address: **12301 Indiana Avenue**

Legal Description:* **The East 150 feet of Lot 6 and the East 150 feet of Lot 7, Huntington Business Park**

Existing Land Use: **Vacant**

Existing Zoning: **IHC**

Acreage or Square Footage of Property: **1.1 acre**

Zoning Requested: **M-1**

Proposed Development: **Office Warehouse with possible outside storage**

If property is not subdivided, will preliminary plat be submitted? **Yes** _____ **No** **X**

Terry Holeman
Applicant's Signature

July 29, 2020
Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: **$478**
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

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.:** ***3054-D***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name J LARRY Elliott

Signature: J L S

Address: 5008-91st

Address of Property Owned: _____

Phone Number: 806-778-7070

Email: jlarryelliott@gmail.com

Recipient 5 of 14

Zone Case Number: **3054-D** R301570
LARRY ELLIOTT LAND & DEVELOPMENT LLC
CARL M RUSSELL LAND & DEVT LLC
5008 91ST ST

LUBBOCK TX 79424

Regular City Council Meeting **8. 4.**

Meeting Date: 09/22/2020

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3298-B, a request of Hugo Reed and Associates, Inc. for Ford Development, for a zone change to Two Family District (R-2) from Single Family Specific Use District (R-1 SU) at 13914 Indiana Avenue, located north of 146th Street and east of Memphis Avenue on 1.1 acres of unplatted land out of Block AK Section 4, and consider an ordinance.

Item Summary

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 September 3, 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

3298-B Ordinance

3298-B Staff Report

3298-B Documentation

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. 3298-B; A ZONING CHANGE FROM R-1 SPECIFIC USE TO R-2 ZONING DISTRICT AT 13914 INDIANA AVENUE, LOCATED NORTH OF 146TH STREET AND EAST OF MEMPHIS AVENUE ON 1.1 ACRES OF UNPLATTED LAND OUT OF BLOCK AK SECTION 4, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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. 3298-B

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 Specific Use** to **R-2** zoning district at **13914 Indiana Avenue, located north of 146th Street and east of Memphis Avenue on 1.1 acres of unplatted land out of Block AK Section 4,** 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/ZC3298-B
September 3, 2020

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of an approximate 1.1 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of a tract of land previously zoned R-2 Specific Use, for the Southeast corner of this tract which bears N. 88°12'49" W. an approximate distance of 1654.2 feet and N. 01°47'11" E. an approximate distance of 321.0 feet from the Southeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 88°12'49" W., along the Northern boundary of said tract zoned R-2 Specific Use, an approximate distance of 93.7 feet to a point;

THENCE N. 77°21'57" W., continuing along the Northern boundary of said tract zoned R-2 Specific Use, an approximate distance of 215.3 feet to a point for the Southwest corner of this tract;

THENCE N. 12°38'11" E. an approximate distance of 156.0 feet to a point for the Northwest corner of this tract;

THENCE S. 77°21'49" E. an approximate distance of 200.5 feet to a point;

THENCE S. 88°12'49" E. an approximate distance of 78.9 feet to a point for the Northeast corner of this tract;

THENCE S. 01°47'11" W. an approximate distance of 156.0 feet to the Point of Beginning.

Contains: Approximately 1.1 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

Planning Department
City of Lubbock

Staff Report	Zone Case 3298-B
City Council Meeting	September 22, 2020

Applicant Hugo Reed and Associates, LLC

Property Owner Ford Development

Council District 4

Recommendations
- Staff recommends Approval.

Prior Board or Council Action
- December 04, 2016, Ordinance No. 2016-O0180. Property zoned R-1 (Single-Family) Specific Use District for reduced setbacks.
- September 03, 2020; Case No. 3298-B. The Planning and Zoning Commission recommended approval of a zone change from Single-Family District (R-1) Specific Use to Two-Family District (R-2) by a vote of 8-0-0.

Notification Summary
- Notifications Sent: 2
- Received In Favor: 0
- Received In Opposition: 0

Site Conditions and History
This tract is vacant.

Adjacent Property Development
The property to the east, north and west is vacant land and zoned R-1 (Single-Family) Specific Use District. The property to the south is vacant land and zoned R-2 (Two-Family) District.

Zoning Request and Analysis
Item Summary
The applicant requests to change the zoning on approximately 1.1 acres of unplatted land out of Block AK, Section 4, north of 146th Street and east of Memphis Avenue.

Current zoning: **Single-Family District (R-1) Specific Use**

Requested zoning: **Two-Family District (R-2)**

Intent Statements
The intent of the proposed Two-Family District (R-2) 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 Single-family Residential District (R-1) zoning is "…to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is located to the north of 146th Street, designated as a minor arterial and to the east of Memphis Avenue, designated as a collector by the Master Thoroughfare Plan. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic. A collector is designed for medium volumes of vehicles, providing enough movement for the residences to go on this property.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area and will not change the character of the existing development.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Low Density Residential" and notes that land uses in these areas can take numerous forms depending on context. The R-2 zoning fits with the Low Density Residential uses.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential uses that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the allowed uses and will not need additional public improvements to support the intensity of uses described in the R-2 zoning district.

Attachments

A. Case Information
B. Thoroughfare Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Application
H. Applicant's Plans

Staff Contacts

Swati Rastogi
Planner
Planning Department
806-775-2107
srastogi@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3298-B

Allowable Uses: Two-Family District (R-2)

Transportation: The proposed development will have access from Memphis Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Memphis Avenue *Minor Arterial, future*	R.O.W. Width Varies, two-lane, undivided, paved	100' R.O.W., five-lane with center turn lane, undivided

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.3 **Case 3298-B:** Hugo Reed and Associates, Inc. for Ford Development

Request for a zone change to Two Family District (R-2) from Single Family Specific Use District (R-1 SU) at:

• 13914 Indiana Avenue, located north of 146th Street and east of Memphis Avenue on 1.1 acres of unplatted land out of Block AK Section 4.

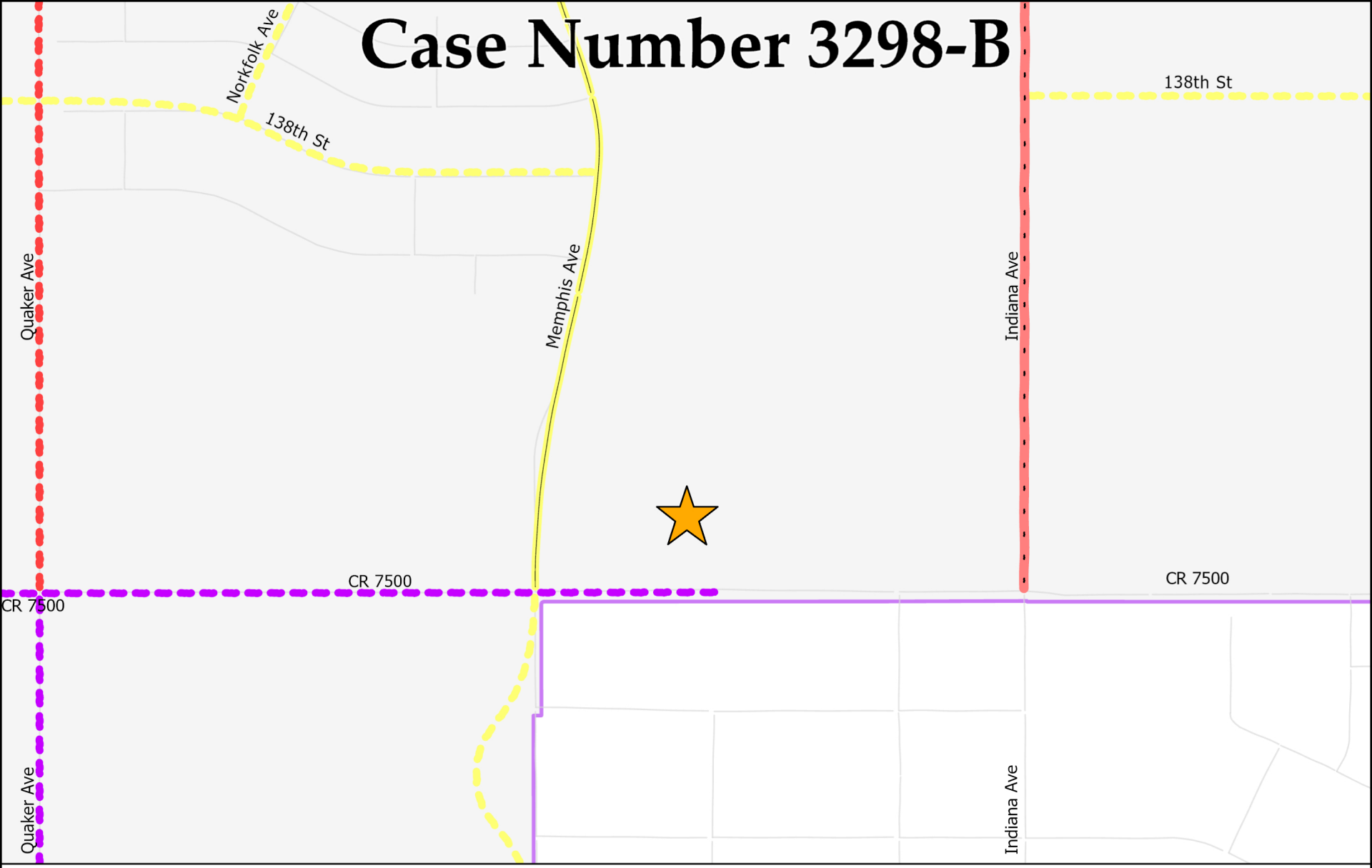
PLANNER SWATI RASTOGI stated there were a total of two (2) notifications sent out and zero (0) returned in favor or opposition. Staff shared the report, maps, and photos of the subject area. Staff recommends approval of the request.

TERRY HOLEMAN Hugo Reed and Associates, 1601 Ave N, discussed the history of the area and explained the proposed new layout.

No one spoke in favor of or in opposition to the request.

Motion was made by **JAMES BELL** seconded by **JORDAN WHEATLEY** and the Commission members voted 8 (in favor) 0 (in opposition) to approve the request. Item will be forwarded to City Council for consideration.

Case Number 3298-B



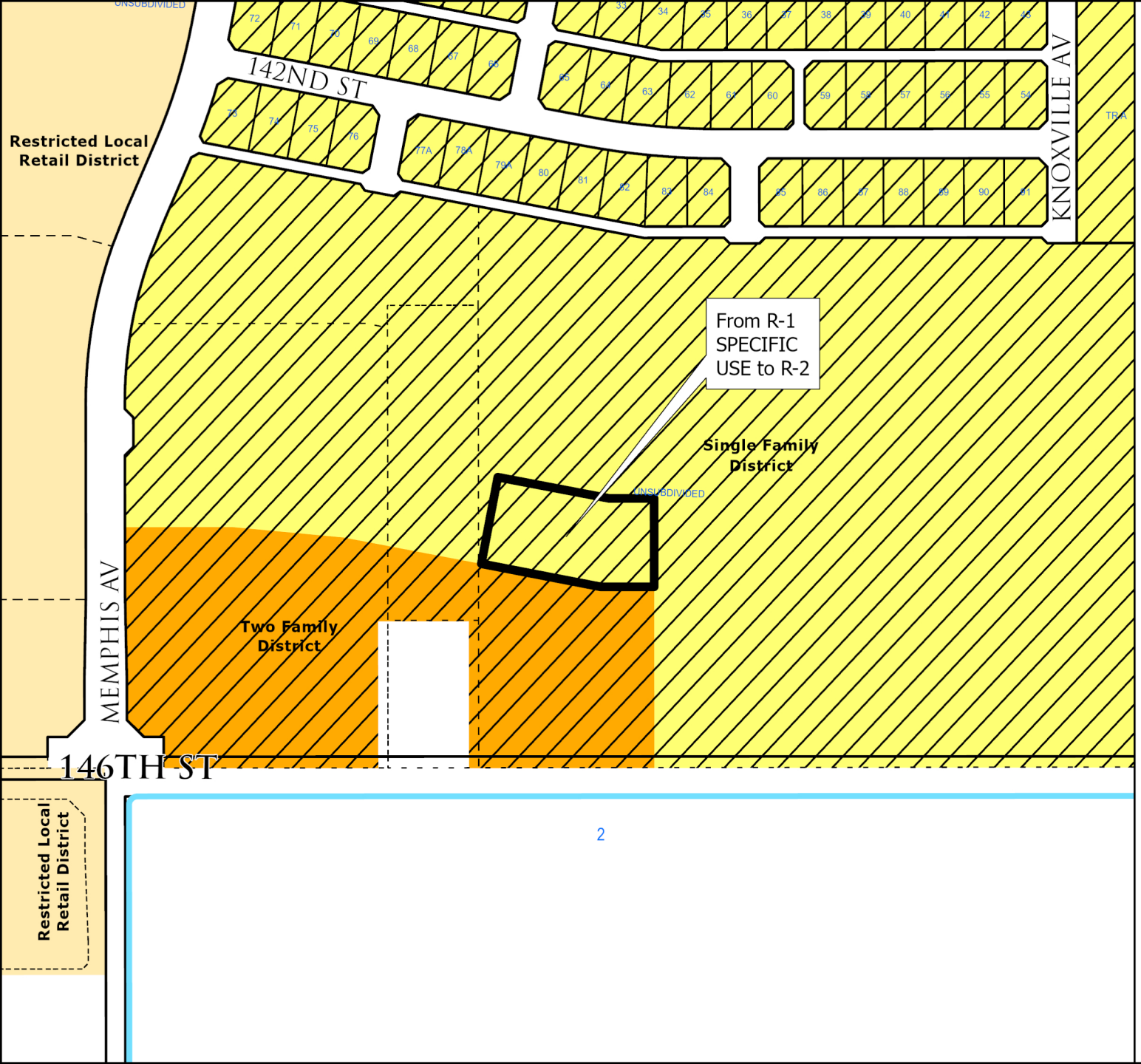
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: 8/10/2020 6:12 PM

Case Number 3298-B





Current Zoning 3298-B

N

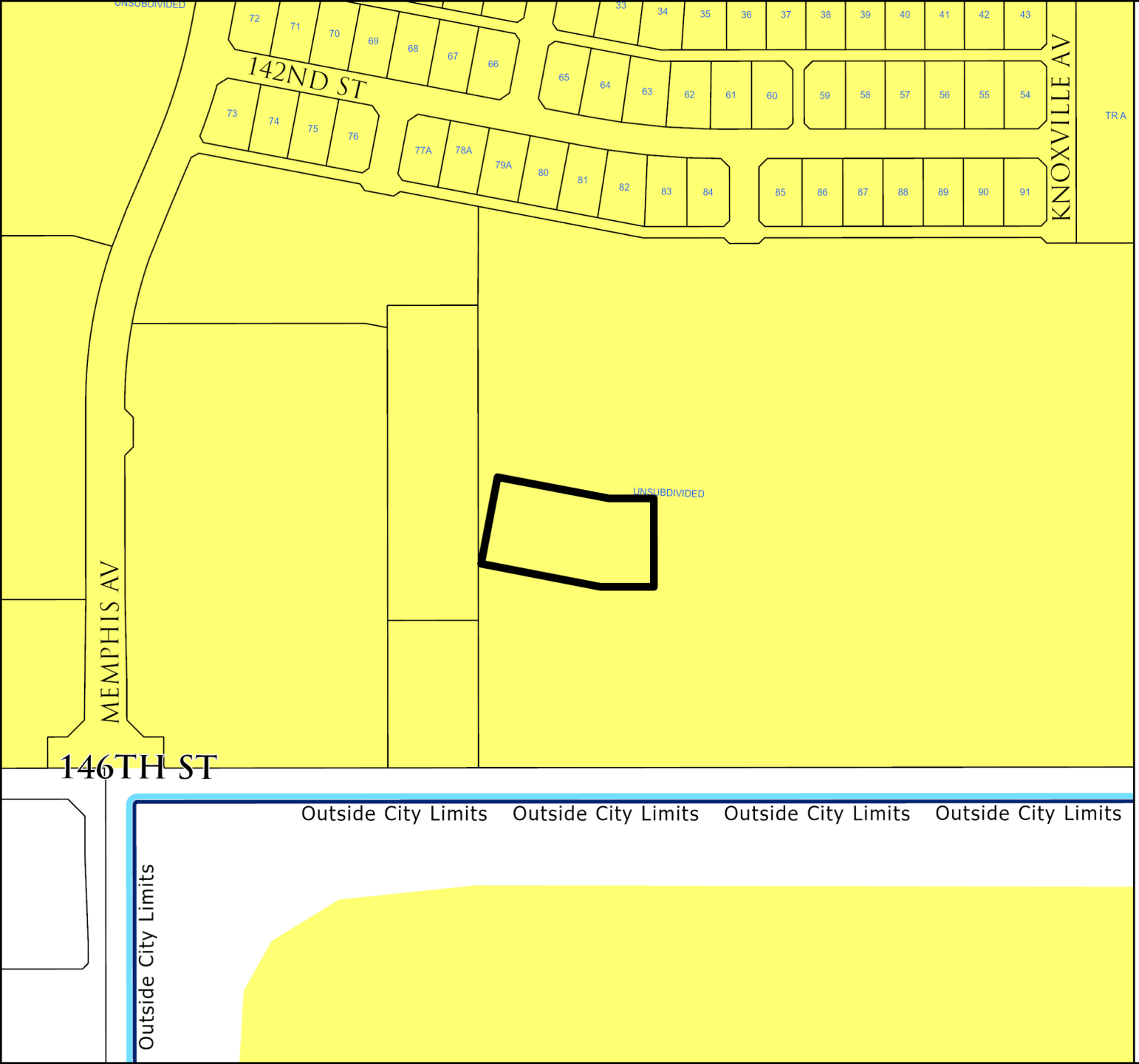
Zoning Districts

- Restricted Local Retail
- Single Family Specific Use
- Two Family Specific Use
- Transitional

0 75 150 300 Feet

City of Lubbock TEXAS

Date Exported: 8/11/2020 10:14 AM



Future Land Use Plan
3298-B

N

- 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

0 75 150 300 Feet

City of Lubbock TEXAS

Date Exported: 8/11/2020 10:20 AM

Attachment F

Case 3298-B



View of subject property, north of 146th Street and east of Memphis Avenue.



View of adjacent property directly across 146th Street.



View of adjacent property directly across Memphis Avenue.



View of adjacent property, south of 146th Street and west of Memphis Avenue.

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 4, Block AK**

Legal Description:* **See metes and bounds description attached**

Existing Land Use: **Vacant**

Existing Zoning: **R-1 Specific Use**

Acreage or Square Footage of Property: **1.1 Acres**

Zoning Requested: **R-2**

Proposed Development: **Phased residential**

If property is not subdivided, will preliminary plat be submitted? **Yes** _____ **No** **X**

Terry Holeman
Applicant's Signature

July 29, 2020
Date

Filing Fee: **$478**
($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.:** _____

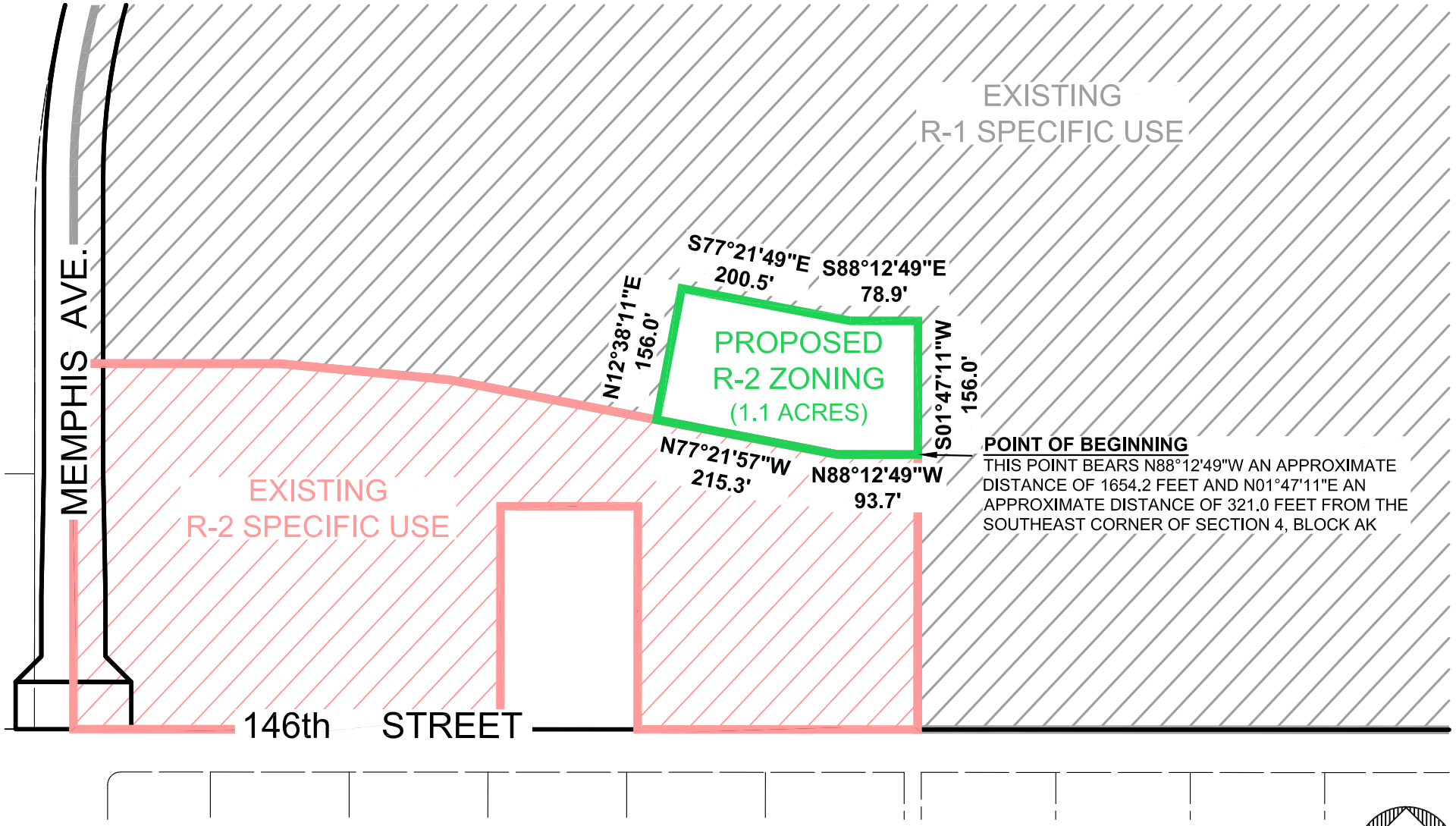
Request for zoning change from: _____ **To:** _____

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** _____

PROPOSED R-2 ZONING

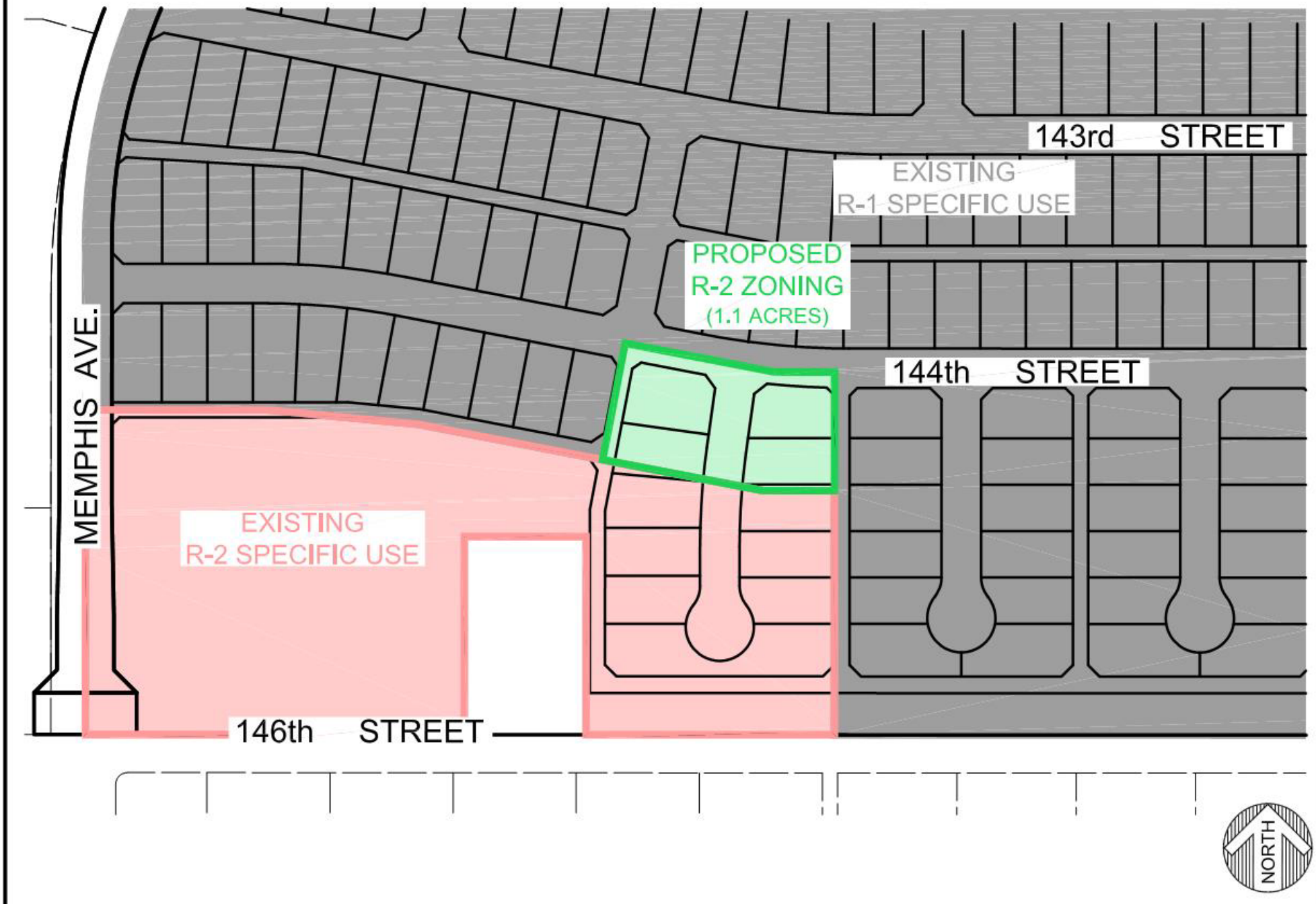
LOCATED IN SECTION 4, BLOCK AK



PRIOR LOT LAYOUT



CURRENT LOT LAYOUT



Regular City Council Meeting **8. 5.**

Meeting Date: 09/22/2020

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3308-B, a request of AMD Engineering, LLC for Wooded Forest, LLC, for a zone change to Single Family District (R-1) and Two Family District (R-2) from Single Family Specific Use District (R-1 SU), Two Family Specific Use District (R-2 SU) and Industrial Park District, located north of 26th Street and east of Upland Avenue, on 23.48 acres of unplatted land out of Block AK, Section 43, and consider an ordinance.

Item Summary

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 September 3, 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

3308-B Ordinance
3308-B Staff Report
3308-B Documentation

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. 3308-B; A ZONING CHANGE FROM R-1 SPECIFIC USE, R-2 SPECIFIC USE AND IDP TO R-1 AND R-2 ZONING DISTRICT AT LOCATED NORTH OF 26TH STREET AND EAST OF UPLAND AVENUE, ON 23.48 ACRES ON UNPLATTED LAND OUT OF BLOCK AK, SECTION 43, 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. 3308-B

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 Specific Use, R-2 Specific Use and IDP** to **R-1 and R-2** zoning district **located north of 26th Street and east of Upland Avenue, on 23.48 acres on unplatted land out of Block AK, Section 43,** 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/ZC3308-B
September 3, 2020

AMD ENGINEERING, LLC

Rezone to R-2

METES AND BOUNDS DESCRIPTION of a 9.75 acre (424,794 SF) tract of land located in Section 43, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 43°09'44" E approximately 14.13 feet from a point located approximately 1,199.25 feet at a bearing of N 73°39'57" W from the northwesternmost corner of the recorded plat for Lots 101-146, Bushland Springs, an addition to the City of Lubbock, Lubbock County, Texas;

THENCE S 88°12'08" E an approximate distance of 684.75 feet;

THENCE S 01°47'52" W an approximate distance of 611.00 feet;

THENCE N 88°12'08" W an approximate distance of 695.60 feet;

THENCE N 01°52'39" E an approximate distance of 621.00 feet to the Point of Begginning and containing approximately 9.75 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Rezone to R-1

METES AND BOUNDS DESCRIPTION of a 2.87 acre (125,117 SF) tract of land located in Section 43, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 88°12'08" E approximately 406.00 feet from a point located approximately 1,204.99 feet at a bearing of S 76°23'51" W from the northwesternmost corner of the recorded plat for Lots 101-146, Bushland Springs, an addition to the City of Lubbock, Lubbock County, Texas;

THENCE S 01°47'52" W an approximate distance of 308.00 feet;

THENCE N 88°12'08" W an approximate distance of 406.44 feet;

THENCE N 01°52'39" E an approximate distance of 308.00 feet to the Point of Begginning and containing approximately 2.87 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Wooded Forest, LLC
July 22, 2020

AMD ENGINEERING, LLC

Rezone to R-2

METES AND BOUNDS DESCRIPTION of a 9.38 acre (408,504 SF) tract of land located in Section 43, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 88°12'08" E approximately 675.03 feet from a point located approximately 1,162.33 feet at a bearing of N 87°12'58" W from the southwesternmost corner of the recorded plat for Lots 101-146, Bushland Springs, an addition to the City of Lubbock, Lubbock County, Texas;

THENCE S 01°47'52" W an approximate distance of 605.00 feet;

THENCE N 88°12'08" W an approximate distance of 675.87 feet;

THENCE N 01°52'39" E an approximate distance of 605.00 feet to the Point of Begginning and containing approximately 9.38 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Rezone to R-1

METES AND BOUNDS DESCRIPTION of a 1.48 acre (64,610 SF) tract of land located in Section 43, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 88°12'08" E approximately 407.28 feet from a point located approximately 1,301.84 feet at a bearing of S 65°05'42" W from the southwesternmost corner of the recorded plat for Lots 101-146, Bushland Springs, an addition to the City of Lubbock, Lubbock County, Texas;

THENCE S 01°47'52" W an approximate distance of 158.74 feet;

THENCE N 88°11'09" W an approximate distance of 407.48 feet;

THENCE N 01°52'39" E an approximate distance of 158.62 feet to the Point of Begginning and containing approximately 2.87 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Wooded Forest, LLC
July 22, 2020

Planning Department
City of Lubbock

Staff Report	Zone Case 3308-B
City Council Meeting	September 22, 2020

Applicant AMD Engineering, LLC

Property Owner Wooded Forest, LLC

Council District 5

Recommendations

- Staff recommends Approval.

Prior Board or Council Action

- April 12, 2017, Ordinance No. 2017-O0038: Property rezoned to IDP (Industrial Park), R-2 (Two-Family) Specific Use and R-1 (Single-Family) Specific Use Districts.
- September 03, 2020; Case No. 3308-B: The Planning and Zoning Commission recommended approval of a zone change from Single Family Specific Use District (R-1 SU), Two Family Specific Use District (R-2 SU), and Industrial Park District (IDP) to Single-Family District (R-1) and Two-Family District (R-2) by a vote of 8-0-0.

Notification Summary

- Notifications Sent: 20
- Received In Favor: 2
- Received In Opposition: 1

Site Conditions and History

This property is vacant.

Adjacent Property Development

The properties to the north are vacant and are zoned C-3 (General Retail) and A-2 (High Density Apartment) Districts. The property to the east is vacant and is zoned R-1 (Single-Family) Specific Use District. The properties to the south have low density residential developments and are zoned as R-1 (Single-Family) and R-1 (Single-Family) Specific Use Districts. The properties to the west have low density residential developments and St. Theresa Catholic Church and are zoned R-1 (Single-Family) and C-4 (Commercial) Districts, respectively.

Zoning Request and Analysis

Item Summary

The applicant requests to change the zoning on approximately 23.48 acres of unplatted land out of Block AK, Section 43, north of 26th Street and east of Upland Avenue.

Current zoning: **Single Family Specific Use District (R-1 SU), Two Family Specific Use District (R-2 SU), and Industrial Park District (IDP).**

Requested zoning: **Single Family District (R-1) and Two Family District (R-2)**

Intent Statements

The intent of the current and proposed Single-Family District (R-1) is, "…to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

The intent of the current and proposed Two-Family District (R-2) 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 Industrial Park District (IDP) is, "…to provide industrial park-planned-unit-development along major thoroughfare and expressway corridors so that persons entering the city along those corridors will receive a good first impression and to maintain a quality appearance which will stabilize or increase real property values."

Traffic Network/Infrastructure Impacts
The proposed rezoning location is along Upland Avenue and 26th Street, which are designated as Minor Arterial and Collector, respectively, by the Master Thoroughfare Plan. Arterials are continuous routes whose function is to serve high volume needs of local traffic and regional traffic. Collectors are designed for medium volumes of vehicles, providing enough movement for the residential uses to go on this property.

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 use is for low density residential development, and this zone change will homogenize the block face.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Low Density Residential" and notes that land uses in these areas can take numerous forms depending on context. The R-1 and R-2 zoning fits with the Low Density Residential uses.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercial uses that are already established.

Suitability of Property for Allowed Uses
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-1 and R-2 zoning districts.

Attachments

A. Case Information
B. Thoroughfare Map
C. Aerial Map
D. Zoning Map
E. Future Land Use Map
F. Photos
G. Applicant's Plan
H. Application

Staff Contacts

Swati Rastogi
Planner
Planning Department
806-775-2107
srastogi@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3308-B

Allowable Uses: Single-Family District (R-1)

Two-Family District (R-2)

Transportation: The proposed development will have access from Upland Avenue.

Thoroughfare	Existing	Per Thoroughfare Development Plan
Upland Avenue *Minor Arterial, partial*	R.O.W. Width Varies, two-lane, undivided, paved	100' R.O.W., five-lane with center turn lane, undivided

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.4 **Case 3308-B:** AMD Engineering, LLC for Wooded Forest, LLC

Request for a zone change to Single Family District (R-1) and Two Family District (R-2) from Single Family Specific Use District (R-1 SU), Two Family Specific Use District (R-2 SU) and Industrial Park District at:

- Located north of 26th Street and east of Upland Avenue, on 23.48 acres on unplatted land out of Block AK, Section 43.

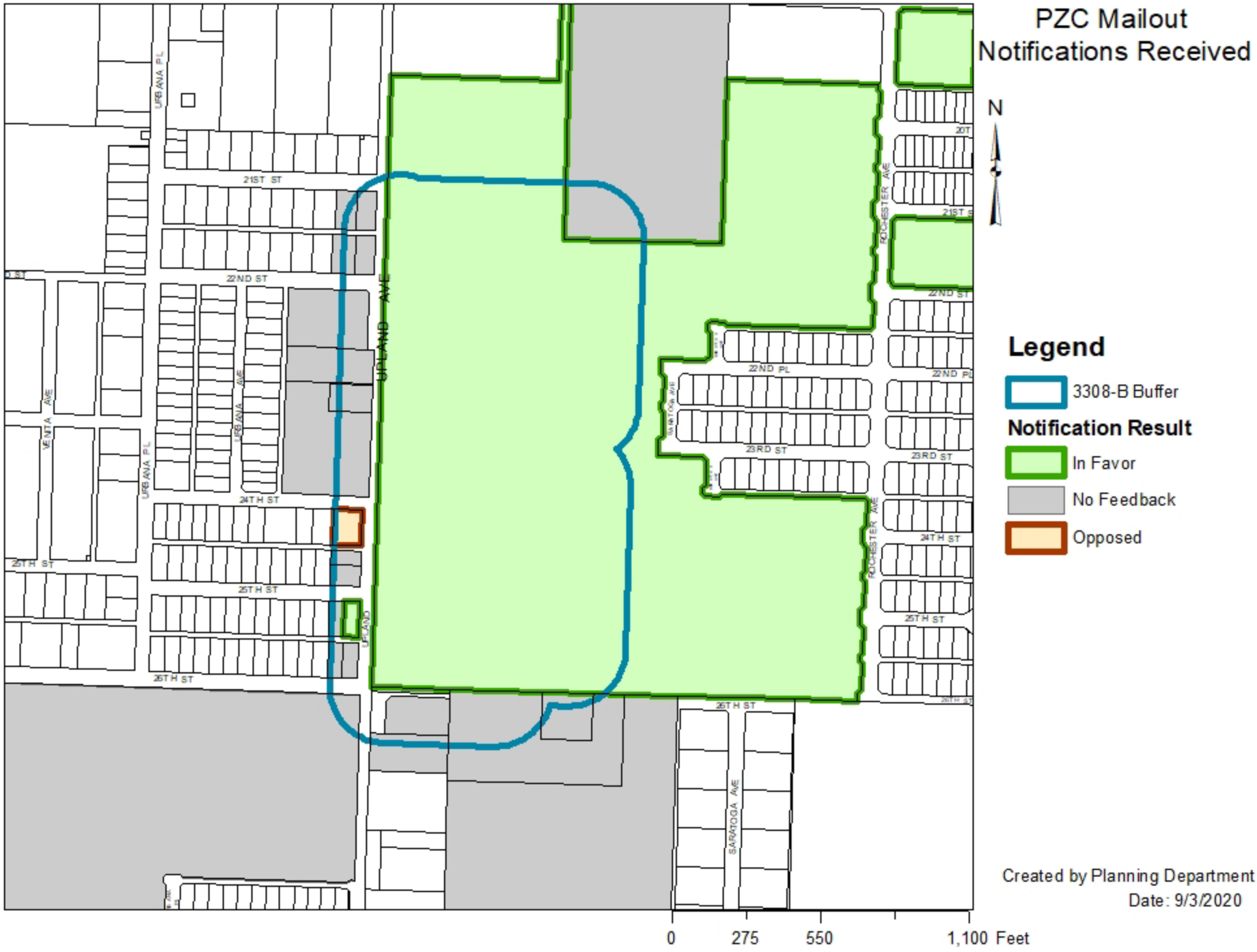
PLANNER SWATI RASTOGI stated there were a total of twenty (20) notifications sent out and two (2) returned in favor and one (1) in opposition. Staff shared the report, maps, and photos of the subject area. Staff recommends approval of the request.

APPLICANT WESTIN MCCOWN, AMD Engineering, 6515 68th Street, stated he has nothing else to add and he is here for questions if anyone has any.

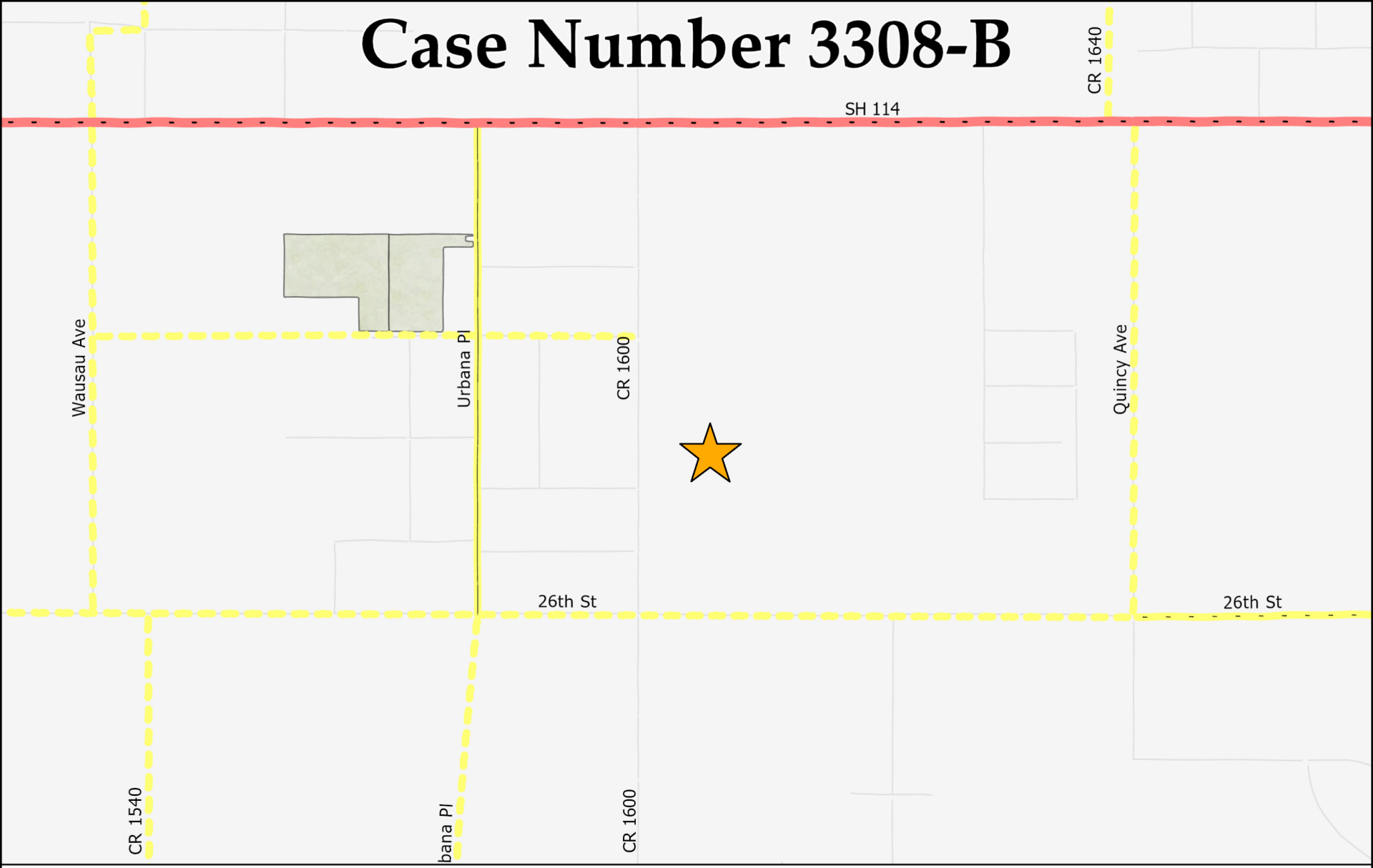
No one spoke in favor or in opposition to the request

DAN WILSON stated the surrounding area has similar construction and he feels like this a great fit for the area.

Motion was made by **TANNER NOBLE** seconded by **JAMES BELL** and the Commission members voted 8 (in favor) 0 (in opposition) to approve the request. Item will be forwarded to City Council for consideration.


PZC Mailout
Notifications Received
N
Legend
3308-B Buffer
Notification Result
In Favor
No Feedback
Opposed
Created by Planning Department
Date: 9/3/2020
0
275
550
1,100 Feet
URBANA PL
21ST ST
22ND ST
UPLAND AVE
VENTA AVE
URBANA AVE
24TH ST
25TH ST
26TH ST
ROCHESTER AVE
22ND PL
23RD ST
SARATOGA AVE

Case Number 3308-B



Collector
- Completed
- Partial
- Future

Minor Arterial
- Completed
- Partial
- Future

Modified Arterial
- Partial
- Future

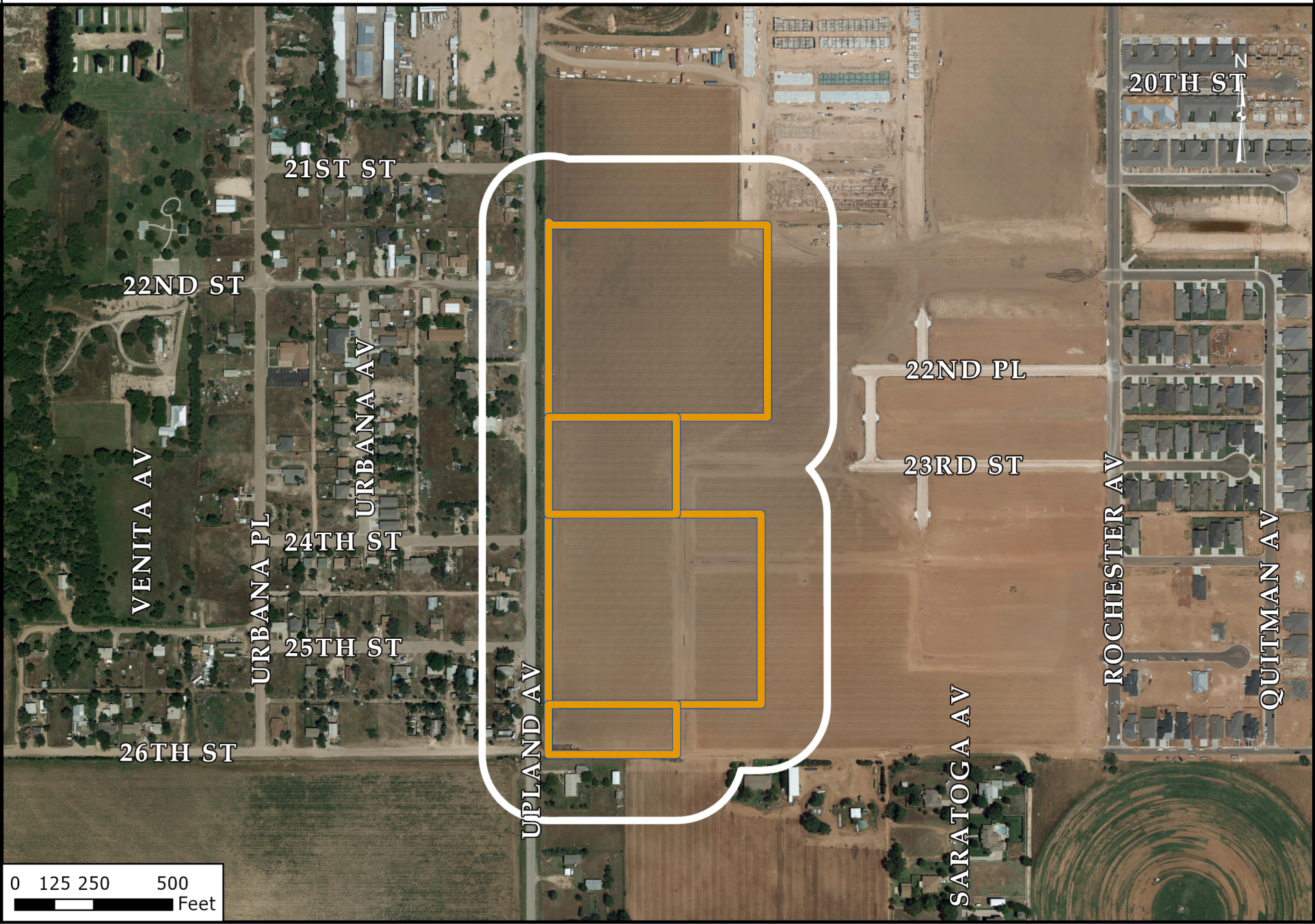
Principal Arterial
- Completed
- Partial
- Future

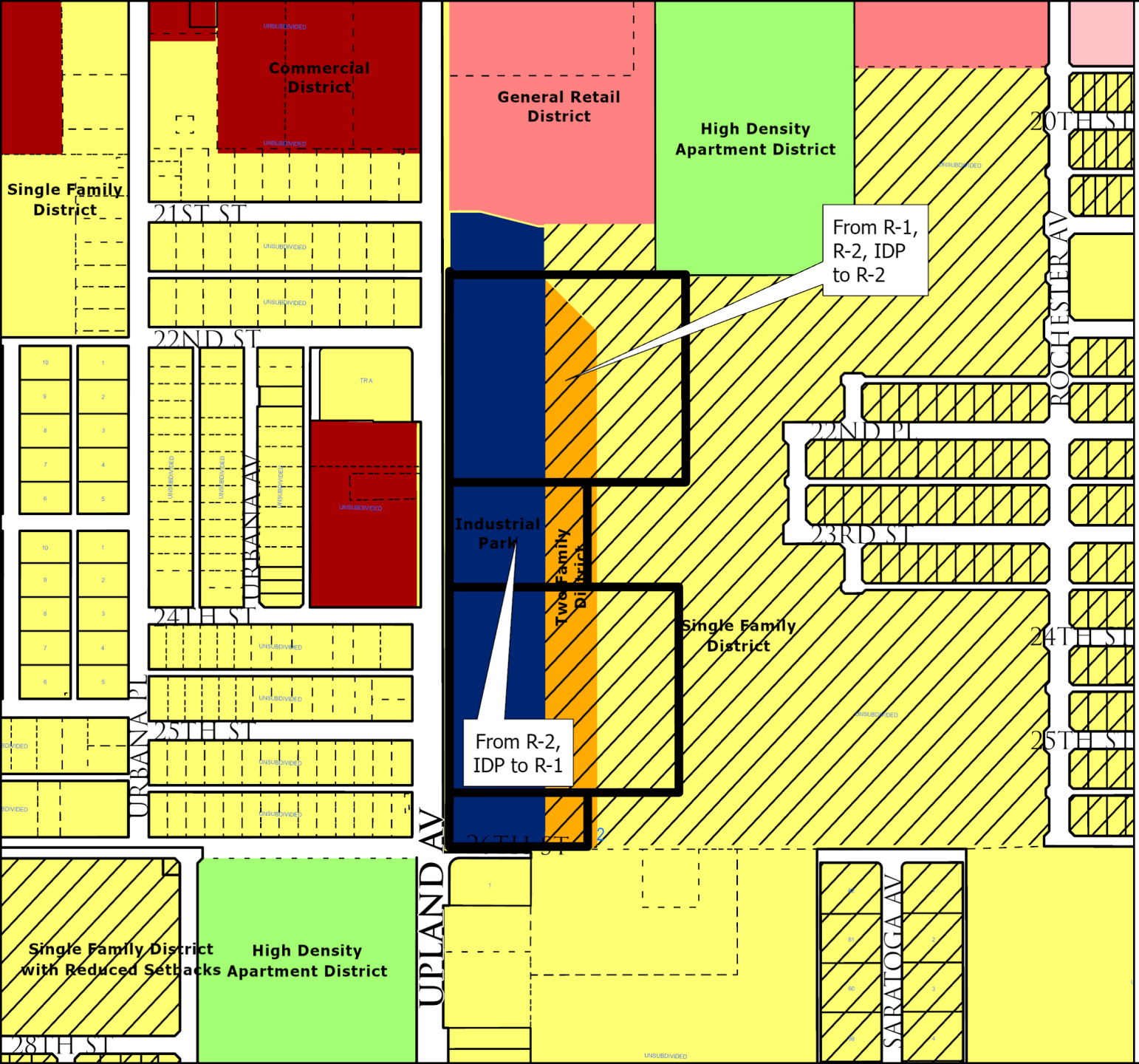
Freeway
- Completed
- Partial
- Proposed Outer Loop

N W E S

Date Exported: 8/10/2020 6:13 PM

Case Number 3308-B





Current Zoning
3308-B

N

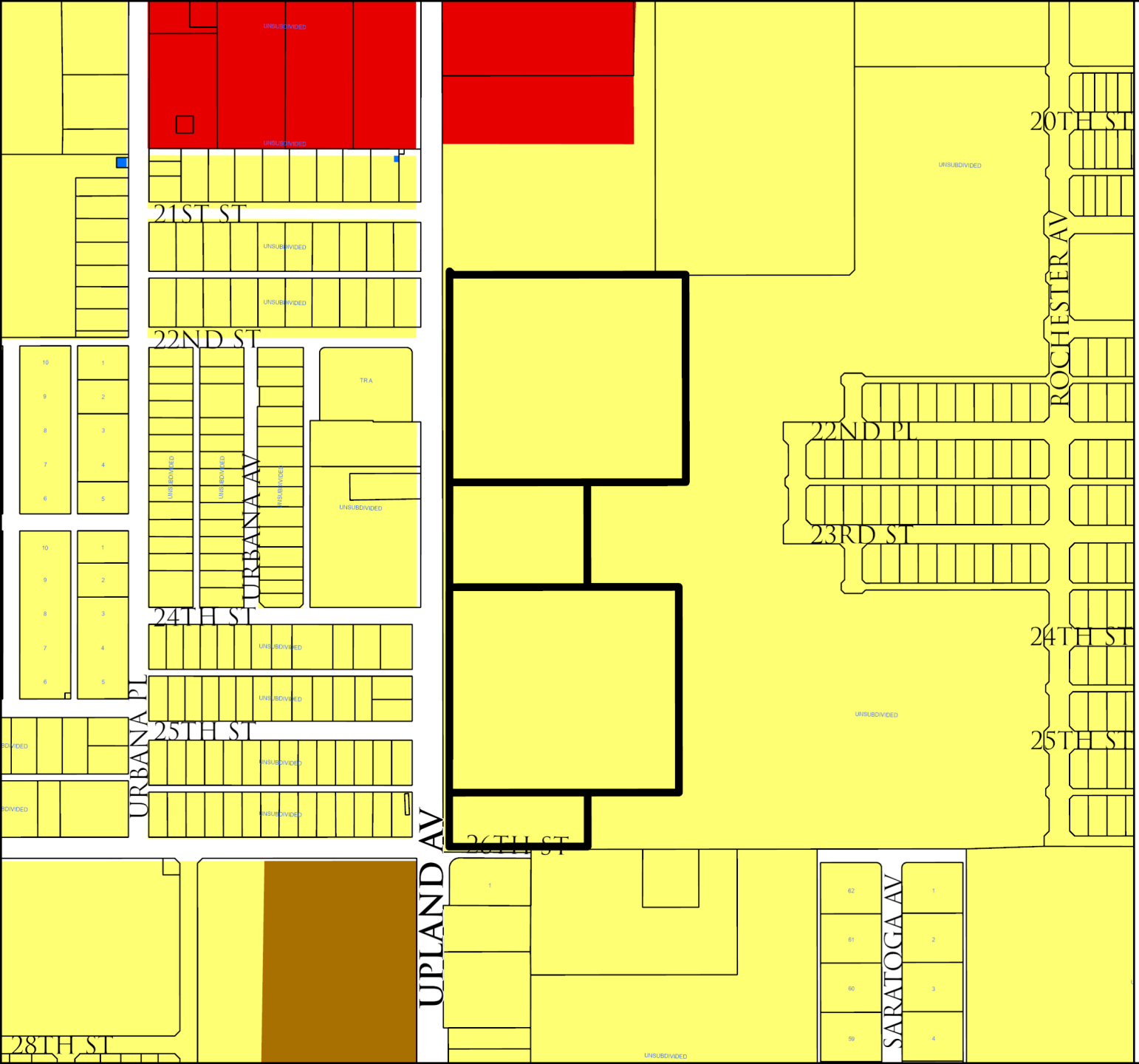
Zoning Districts

- High Density Apartment
- Local Retail
- General Retail
- Commercial
- Industrial Park
- Single Family
- Single Family Specific Use
- Single Family with Reducded Setbacks
- Two Family Specific Use

0 125 250 500 Feet

City of Lubbock TEXAS

Date Exported: 8/11/2020 10:14 AM



Future Land Use Plan

3308-B

N

- 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

0 125 250 500 Feet

City of Lubbock TEXAS

Date Exported: 8/11/2020 10:20 AM

Attachment F

Case 3308-B



View of Subject Property, east of Upland Avenue.



View of Church opposite subject property, across Upland Avenue.



View of residential property opposite subject property, across Upland Avenue.



View of 22nd Street opposite subject property, across Upland Avenue.

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) **AMD Engineering, LLC**

6515 68th Street, Suite 300
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806) 771-5976
Telephone

For **Wooded Forest, LLC**

3410 98th Street, Suite 353
Street/Post Office Box

Lubbock TX 79423
City State Zip

(806) 548-2070
Telephone

Location or Address: **Northeast of 26th Street and Upland Avenue. Refer to sketch.**

Legal Description: * **See Attached**

Existing Land Use: **Agricultural**

Existing Zoning: **R-1, R-2, & Industrial**

Acreage or Square Footage of Property: **23.48 acres (19.13 acres for R-2 & 4.35 acres for R-1)**

Zoning Requested: **R-2 and R-1**

Proposed Development: **Duplex and Single-Family Development**

If property is not subdivided, will preliminary plat be submitted? **Yes** ✓ **No**

Westin McGowen
Applicant's Signature

July 22, 2020
Date

Filing Fee: **$542**
($475.00 for the first acre; $3.00 for each additional acre)

***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 _____

on Lot(s) _____, **Block(s)** _____,

_____ **Addition** **(Address:** _____**).**

PRELIMINARY PLAT
BUSHLAND SPRINGS

LOTS 147 THROUGH 413
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS



VICINITY MAP
NOT TO SCALE

SCALE 1" = 100'

HEAVY LINES INDICATE PLAT LIMITS.
ALL LOT CORNERS, ALLEYS, AND INDICATED EASEMENTS ARE HEREIN DEDICATED, UNLESS NOTED OTHERWISE.
ALL EASEMENTS DEDICATED HEREBY SHALL ENTITLE THE CITY OR THE UTILITY COMPANY USING SUCH EASEMENTS TO THE RIGHT TO REMOVE, REPAIR OR REPLACE ANY LINES, PIPES, CONDUITS OR POLES WITHIN SUCH EASEMENTS AS MAY BE DETERMINED BY THE CITY OR UTILITY COMPANY, WITHOUT THE CITY OR UTILITY COMPANY BEING RESPONSIBLE OR LIABLE FOR THE REPLACEMENT OF IMPROVEMENTS, PAVING OR SURFACING OF THE EASEMENTS NECESSITATED BY SUCH REPAIR OR REPLACEMENT. EASEMENTS DESIGNATED OR INTENDED FOR VEHICULAR PASSAGE, UTILITY AND EMERGENCY) OR PEDESTRIAN ACCESS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED.
ALL ELECTRICAL SERVICE WITHIN THE CITY OF LUBBOCK SHALL BE IN ACCORDANCE WITH THE "UNDERGROUND UTILITIES POLICY" STATEMENT BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUBBOCK, TEXAS AND THE PROVISIONS OF SECTION 36.09.095 OF THE LUBBOCK CODE OF ORDINANCES.
ALL EXISTING OR PROPOSED UTILITY SERVICE TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE CONTAINED IN THE PUBLIC RIGHT OF WAY AND PUBLIC OR PRIVATE UTILITY EASEMENTS. UTILITY SERVICE INSTALLATION REQUESTED AT A FUTURE DATE, AND NOT WITHIN AN EASEMENT INDICATED BY THIS PLAT, SHALL BE WITHIN A PROPER UTILITY EASEMENT GRANTED BY THE OWNER OF SAID PROPERTY BY SEPARATE RECORDED INSTRUMENT PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH SEPARATE EASEMENT COSTS SHALL BE AT THE EXPENSE OF THE PROPERTY OWNER, AND DEDICATION SHALL BE MADE PRIOR TO RECORDING ANY PORTION OF THE FINAL PLAT.
CONSTRUCTION SHALL BE MADE PRIOR TO RECORDING ANY PORTION OF THE FINAL PLAT.
NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAT UNLESS AN EXCEPTION IS PROVIDED BY PLANNING AND ZONING COMMISSION POLICY OR BY THE LUBBOCK CODE OF ORDINANCES.
MINIMUM FLOOR ELEVATION SHALL CONFORM TO THE REQUIREMENTS OF THE LUBBOCK DRAINAGE CRITERIA MANUAL, AS ADOPTED BY ORDINANCE 10002, AS AMENDED, AND SECTION 28B.09131, SECTION 28B.14004 AND SECTION 35.03.073 OF THE LUBBOCK CODE OF ORDINANCES.
IN ORDER TO PREVENT DAMAGE TO PUBLIC AND PRIVATE UTILITIES AND TO MINIMIZE AND OR ELIMINATE INTERRUPTION OF UTILITY SERVICES, THE CITY OF LUBBOCK SOLID WASTE SERVICES DEPARTMENT REQUESTS THAT NO UTILITY RISERS, METER BASES, PEDESTALS, ETC., PUBLIC OR PRIVATE, BE PLACED IN THE CHAMFERED CORNERS OF ALLEY WAYS.
PUBLIC PEDESTRIAN ACCESS EASEMENT IS HEREIN GRANTED FOR PERSON TRAVERSING ALONG THE PUBLIC PARKWAY AND NECESSARY TO ENTER INTO PRIVATE PROPERTY FOR THE PURPOSE OF CROSSING A DRIVEWAY. THE EASEMENT IS LIMITED TO THOSE PORTIONS OF THE AS-CONSTRUCTED DRIVEWAYS AND WALK WHICH MAY EXTEND OUTSIDE PUBLIC RIGHT-OF-WAY ONTO PRIVATE PROPERTY AND ARE CONSTRUCTED FOR THE CONTINUANCE OF THE ACCESSIBLE (WHEELCHAIR) ROUTES ACROSS THE BACK OF THE DRIVEWAY. THIS EASEMENT APPLIES TO EXISTING AND ANY FUTURE DRIVE ENTRANCES AS CONSTRUCTED.
ANY EASEMENTS OR RIGHTS-OF-WAY SHOWN AS "TO BE DEDICATED BY SEPARATE INSTRUMENT" ARE SHOWN HEREON FOR INFORMATION PURPOSES ONLY. THIS PLAT DOES NOT DESIGNATE SAID EASEMENTS.
DRE = DRAINAGE EASEMENT.
LPL = LUBBOCK POWER & LIGHT.
OHE = OVERHEAD POWER LINE EASEMENT.
R-O-W = RIGHT-OF-WAY.
SSD = STREET BOED DEDICATION.
SPEC = SOUTH PLAINS ELECTRIC COOPERATIVE.
SPS = SOUTHWESTERN PUBLIC SERVICE.
TPE = 4' X 6' OHENDMUND TRANSFORMER PAD EASEMENT (SPEC), INDICATED BY SYMBOL ⊠
UGE = UNDERGROUND UTILITY EASEMENT.
UWE = UNDERGROUND WATER LINE EASEMENT.
CM = CONTROLLING MONUMENT.
PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.
CCFN = COUNTY CLERK'S FILE NUMBER.
ALL CORNERS MONUMENTED WITH 1/2" IRON ROD WITH CAP MARKED "AMD ENG", UNLESS OTHERWISE SPECIFIED.
COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE. DISTANCES AS SHOWN HEREON ARE AT SURFACE, IN U.S. SURVEY FEET.
THESE PLAT LIMITS CONTAIN 68.620 ACRES OF LAND.
DESCRIPTION OF THESE PLAT LIMITS ARE ON A SEPARATE DOCUMENT, OF SAME DATE HEREWITH.

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC LENGTH	CH BRG	CHORD
C1	50.00'	35°11'39"	30.71'	S70°36'18"E	30.23'
C2	50.00'	11°53'28"	8.17'	S58°27'13"E	8.16'
C3	43.00'	114°18'13"	85.78'	N58°56'59"E	72.24'
C4	43.00'	103°26'52"	77.63'	N49°55'37"W	67.51'
C5	43.00'	21°44'47"	16.32'	S67°26'37"W	16.22'
C6	50.00'	35°11'39"	30.71'	S74°12'53"W	30.23'
C7	50.00'	28°33'31"	24.92'	N73°55'22"W	24.66'
C8	50.00'	06°38'08"	5.79'	N56°13'37"W	5.79'
C9	43.00'	126°11'36"	93.95'	S64°23'33"W	76.34'
C10	43.00'	126°11'36"	93.95'	S60°47'48"E	76.34'
C11	50.00'	04°55'20"	4.29'	N56°03'54"E	4.29'
C12	50.00'	30°16'19"	26.41'	N78°39'43"E	26.11'
C13	50.00'	35°11'39"	30.71'	S70°36'18"E	30.23'
C14	43.00'	21°44'47"	16.32'	S63°52'54"E	16.22'
C15	43.00'	103°26'52"	77.63'	N53°21'18"E	67.51'
C16	43.00'	114°18'13"	85.78'	N55°21'14"W	72.24'
C17	43.00'	10°53'28"	8.17'	S60°00'57"E	8.16'
C18	50.00'	35°11'39"	30.71'	S74°12'53"W	30.23'
C19	50.00'	35°11'39"	30.71'	N70°36'18"W	30.23'
C20	43.00'	24°18'06"	18.23'	N65°08'33"W	18.10'
C21	43.00'	100°53'30"	75.71'	S50°14'38"W	66.30'
C22	43.00'	73°16'10"	59.49'	S37°50'28"E	54.86'
C23	43.00'	45°54'58"	34.45'	N79°33'43"E	33.54'
C24	50.00'	27°30'31"	24.00'	N70°24'29"E	23.86'
C25	50.00'	07°30'08"	6.61'	N88°00'18"E	6.61'
C26	50.00'	12°50'39"	10.50'	S80°45'05"W	10.53'
C27	50.00'	23°06'02"	20.16'	S68°09'15"W	20.02'
C28	43.00'	44°23'39"	33.31'	S78°46'53"W	32.49'
C29	43.00'	80°47'09"	60.63'	N36°36'07"W	55.73'
C30	43.00'	82°18'50"	61.77'	N42°57'30"E	56.59'
C31	43.00'	42°52'44"	32.18'	S74°26'51"E	31.43'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC LENGTH	CH BRG	CHORD
C32	50.00'	24°24'37"	21.30'	S85°12'57"E	21.14'
C33	50.00'	10°46'41"	9.40'	S82°48'37"E	9.39'
C34	45.00'	29°26'26"	23.12'	S77°04'38"W	22.87'
C35	45.00'	12°11'45"	9.58'	S56°15'31"W	9.56'
C36	50.00'	57°53'50"	50.52'	S79°06'34"W	48.40'
C37	50.00'	73°44'33"	64.35'	N35°04'16"W	60.00'
C38	50.00'	73°44'33"	64.35'	N38°40'04"E	60.00'
C39	50.00'	57°53'50"	50.52'	S79°30'34"E	48.40'
C40	45.00'	12°11'45"	9.58'	S52°39'48"E	9.56'
C41	45.00'	29°26'26"	23.12'	S77°04'38"E	22.87'
C42	45.00'	29°26'26"	23.12'	S77°04'38"W	22.87'
C43	45.00'	12°11'45"	9.58'	S56°15'31"W	9.56'
C44	50.00'	57°53'50"	50.52'	S79°06'34"W	48.40'
C45	50.00'	73°44'33"	64.35'	N35°04'16"W	60.00'
C46	50.00'	73°44'33"	64.35'	N38°40'04"E	60.00'
C47	50.00'	57°53'50"	50.52'	S79°30'34"E	48.40'
C48	45.00'	12°11'45"	9.58'	S52°39'48"E	9.56'
C49	45.00'	29°26'26"	23.12'	S73°28'53"E	22.87'
C50	50.00'	30°11'39"	30.71'	N76°12'03"E	30.23'
C51	43.00'	23°23'06"	17.55'	N68°17'47"E	17.43'
C52	43.00'	101°48'33"	76.40'	S49°06'24"E	66.74'
C53	43.00'	101°48'33"	76.40'	S52°42'09"W	66.74'
C54	43.00'	23°23'06"	17.55'	N64°42'03"W	17.43'
C55	50.00'	30°11'39"	30.71'	N68°17'47"E	17.43'
C56	50.00'	30°11'39"	30.71'	N76°12'03"E	30.23'
C57	43.00'	23°23'06"	17.55'	N68°17'47"E	17.43'
C58	43.00'	101°48'33"	76.40'	S49°06'24"E	66.74'
C59	43.00'	101°48'33"	76.40'	S52°42'09"W	66.74'
C60	43.00'	23°23'06"	17.55'	N64°42'03"W	17.43'
C61	50.00'	30°11'39"	30.71'	N70°36'18"W	30.23'

LINE TABLE		
LINE	LENGTH	BEARING
L1	14.15'	N46°50'16"E
L2	14.15'	N43°12'08"W
L3	21.21'	N46°47'52"E
L4	41.10'	S88°12'08"E
L5	29.40'	N88°12'08"W
L6	21.21'	N43°09'44"W
L7	21.22'	N46°50'16"E
L8	21.21'	S43°12'08"E
L9	14.14'	S46°47'52"W
L10	14.15'	N43°09'44"W
L11	14.15'	N46°50'16"E
L12	14.14'	S43°12'08"E
L13	21.21'	S46°47'52"W
L14	48.10'	N88°12'08"W
L15	47.29'	S88°12'08"E
L16	28.40'	S88°12'08"E
L17	41.10'	N88°12'08"W
L18	21.21'	N43°12'08"W
L19	14.14'	N46°47'52"E
L20	48.40'	S88°12'08"E
L21	14.15'	N46°50'16"E
L22	21.18'	N43°09'44"W
L23	40.65'	N88°12'08"W
L24	39.52'	S88°12'08"E
L25	21.21'	S43°12'08"E
L26	21.21'	N46°47'52"E
L27	9.92'	N88°12'08"W
L28	48.40'	S88°12'08"E
L29	21.23'	N46°50'16"E
L30	21.21'	S43°12'08"E
L31	21.21'	N46°50'16"E
L32	14.14'	N43°12'08"W
L33	14.14'	S46°50'16"W
L34	21.20'	N43°09'44"W
L35	21.23'	N46°50'16"E
L36	14.14'	S43°12'08"E
L37	14.14'	N46°50'16"E
L38	21.21'	N43°12'08"W

LINE TABLE		
LINE	LENGTH	BEARING
L39	21.21'	S46°50'16"W
L40	21.21'	N43°12'08"W
L41	27.00'	N88°12'08"W
L42	21.20'	N43°09'44"W
L43	21.23'	N46°50'16"E
L44	27.00'	S88°12'08"E
L45	21.21'	N46°50'16"E
L46	14.14'	S43°12'08"E
L47	14.14'	S46°50'16"W
L48	21.20'	N43°09'44"W
L49	21.23'	N46°50'16"E
L50	14.14'	S43°12'08"E
L51	14.14'	N46°50'16"E
L52	21.21'	N43°12'08"W
L53	27.00'	N88°12'08"W
L54	21.20'	N43°09'44"W
L55	21.23'	N46°50'16"E
L56	27.00'	S88°12'08"E
L57	21.21'	N46°50'16"E
L58	14.14'	S43°12'08"E
L59	14.14'	S46°50'16"W
L60	21.20'	N43°09'44"W
L61	21.23'	N46°50'16"E
L62	14.14'	S43°12'08"E
L63	14.14'	N46°50'16"E
L64	21.21'	N43°11'08"W
L65	21.33'	S46°47'52"W
L66	13.97'	N89°19'24"W
L67	18.98'	N89°11'09"W
L68	21.20'	N43°09'16"W
L69	21.21'	N46°47'52"E
L70	32.88'	N88°12'08"W
L71	32.88'	S88°12'08"E
L72	21.21'	N43°12'08"W
L73	21.21'	N46°47'52"E
L74	32.88'	N88°12'08"W
L75	32.88'	S88°12'08"E
L76	21.21'	N43°12'08"W

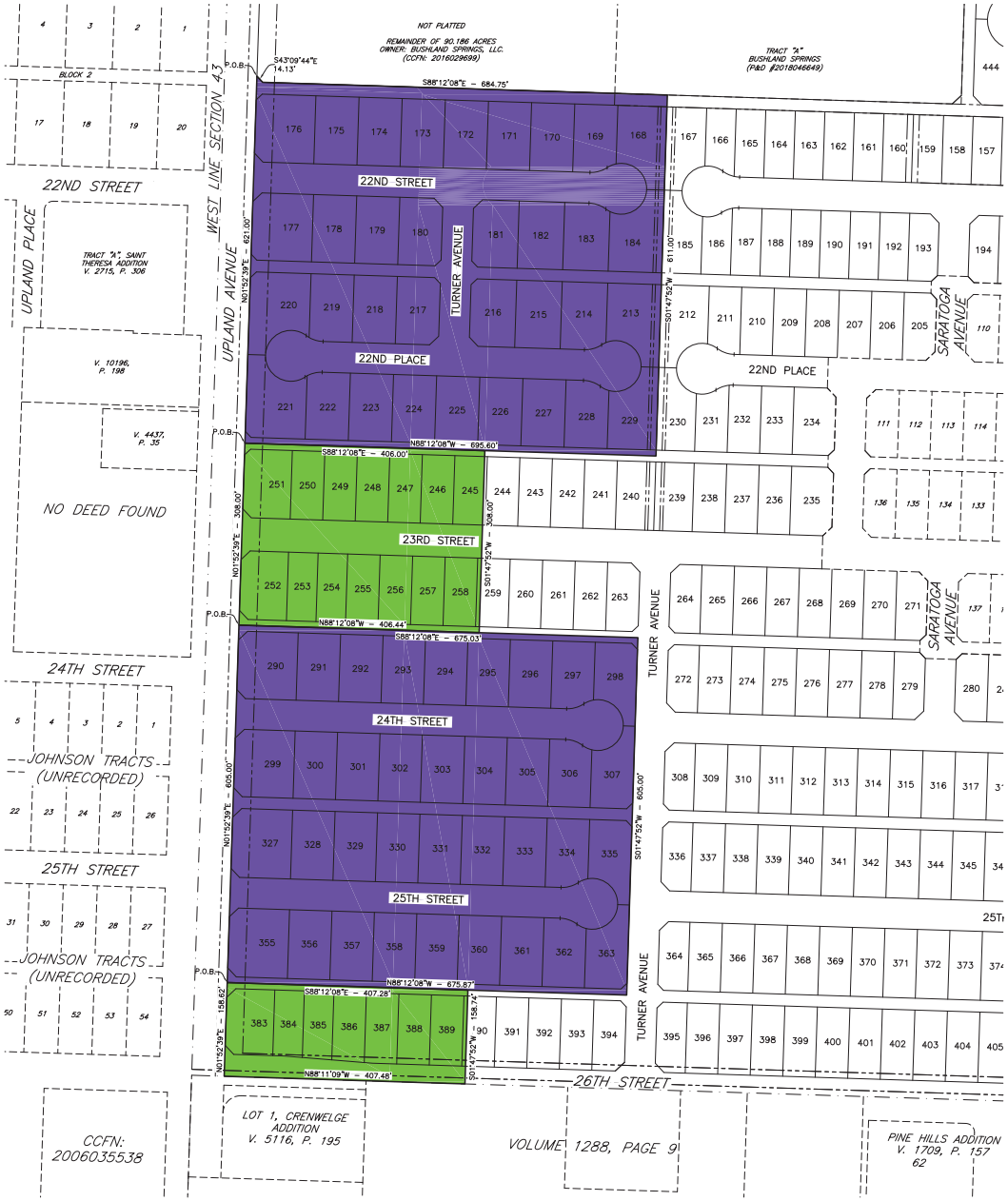
AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
4015 98th Street, Suite 350
Lubbock, TX 79424
Phone: 806-771-2575
Fax: 806-771-4525
TBPELS Reg.# 10178800
Accuracy • Efficiency • Integrity

PROPERTY OWNER: BUSHLAND SPRINGS, LLC
ADDRESS: 3410 66TH STREET, STE 4C, LUBBOCK, TEXAS 79413
PHONE: 806-548-2078
JOB NUMBER: 19090

© 2020 ALL RIGHTS RESERVED

ZONE CHANGE APPLICATION EXHIBIT

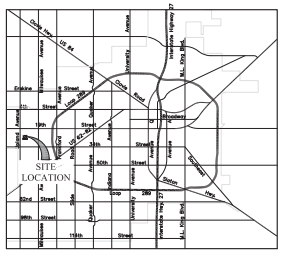
to the City of Lubbock,
Lubbock County, Texas



NOTES:
SCALE: 1" = 100'

– ZONING REQUEST R2 FROM R1, R2, AND INDUSTRIAL

– ZONING REQUEST R1 FROM R2 AND INDUSTRIAL



VICINITY MAP
NOT TO SCALE

SCALE: 1" = 100'
0 50' 100' 200'

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

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.:** ***3308-B***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Megan Laird

Signature: _____

Address: _____

Address of Property Owned: _____

Phone Number: _____

Email: _____

Recipient 18 of 20

Zone Case Number: **3308-B** R32506
BUSHLAND SPRINGS LLC
3410 98TH ST
STE 5

LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX 79457 or 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.:** ***3308-B***

In Favor ✓

Opposed ___

Reasons and/or Comments:

Print Name Waterine M Ussery

Signature: Waterine M Ussery

Address: 7301 25th

Address of Property Owned: 7301 25th

Phone Number: 8065352099

Email: ___

Recipient 8 of 20

RECEIVED
AUG 26 2020
BY:

Zone Case Number: **3308-B** R109457
MURPHY-USSERY, ROBBIE
7301 25TH ST

LUBBOCK TX 79407

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.:** ***3308-B***

In Favor ____

Opposed X

Reasons and/or Comments:

Print Name Sammie Nelson

Signature: X

Address: 2402 Upland Ave Lubb. Tx 79407

Address of Property Owned: ____

Phone Number: (806) 799-0072

Email: ____

Recipient 11 of 20

RECEIVED
AUG 31 2020
BY: ____

Zone Case Number: **3308-B** R109810
NELSON, SAMMIE DEAN
2402 UPLAND AVE

LUBBOCK TX 79407-4330

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

Meeting Date: 09/22/2020

Information

Agenda Item

Public Hearing - Planning: Consider a request for Zone Case 3418, a request of AMD Engineering, LLC for Lincoln Frankford Group, LLC, for a zone change to Two-Family District (R-2) from Single-Family District (R-1), generally located south of Lehigh Street and west of Chicago Avenue, on 19.84 acres of unplatted land out of Block JS, Section 6, and consider an ordinance.

Item Summary

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 September 3, 2020, and recommended approval of the request by a vote of 7 to 0 with 1 recusal from Jordan Wheatley.

Fiscal Impact

None

Staff/Board Recommending

Jesica McEachern, Assistant City Manager
Planning and Zoning Commission

Attachments

3418 Ordinance
3418 Staff Report
3418 Documentation

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. 3418; A ZONING CHANGE FROM R-1 TO R-2 ZONING DISTRICT AT PROPERTY GENERALLY LOCATED SOUTH OF LEHIGH STREET AND WEST OF CHICAGO AVENUE, ON 19.84 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 6, 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. 3418

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 **R-2** zoning district at **property generally located south of Lehigh Street and west of Chicago Avenue, on 19.84 acres of unplatted land out of Block JS, Section 6,** 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/ZC3418
September 3, 2020

Planning Department
City of Lubbock

Staff Report	Zone Case 3418
City Council Meeting	September 22, 2020

Applicant AMD Engineering, LLC

Property Owner Lincoln Frankford Group, LLC

Council District 6

Recommendations
- Staff recommends Approval of this request.

Prior Board or Council Action
- July 09, 1958, Ordinance 2536: Property was zoned to R-1 at annexation
- September 3, 2020: Planning and Zoning Commission recommended approval of a zone change from R-1 to R-2 by a vote of 7-0-1.

Notification Summary
- Notifications Sent: 20
- Received In Favor: 2
- Received In Opposition: 0

Site Conditions and History
This property is vacant. The property is part of a planned residential subdivision, and is currently vacant.

Adjacent Property Development
This property is adjacent to a multifamily subdivision to the east, and adjacent to agricultural land in all other directions. It is adjacent to R-2 zoned property to the south, R-1 zoned property to the west and north, and A-1 zoned property to the east.

Zoning Request and Analysis
Item Summary
The applicant requests to change the zoning on an unplatted portion of land generally located south of Lehigh Street and west of Chicago Avenue, on 19.84 acres of unplatted land out of Block JS, Section 6.

Current zoning: **Single-family District (R-1)**

Requested zoning: **Two-family District (R-2)**

Intent Statements
The intent of the current Single-Family District (R-1) is, "…to promote orderly and proper development of single-family residential units; to protect established and future single-family residential developments from inharmonious and harmful land uses; and to provide a "quality environment" for the residents of the district and city."

The intent of the proposed Two-Family District (R-2) is "…to promote stable, quality residential development of slightly increased densities and multiple occupancy."

Traffic Network/Infrastructure Impacts

The proposed rezoning location is along Lehigh Street and North Chicago Avenue, which are a local road and collector, respectively. They are designed to carry low to medium volumes of traffic, which fits with the R-2 zoning.

Compatibility with Surrounding Property
The proposed zoning is compatible with the surrounding area. A duplex subdivision is suitable next to a single-family subdivision.

Conformance with Comprehensive Plan Principles and Future Land Use Map
The principles outlined in the Comprehensive Plan designates this area for "Low Density Residential" and notes that land uses in these areas can take numerous forms depending on context. The R-2 zoning includes some uses that fit the Low Density Residential use but also some that do not.

Conformance with Zoning Ordinance
The proposed zoning request is in conformance with the zoning ordinance and is appropriate adjacent to other residential and commercial uses that are already established.

Suitability of Property for Allowed Uses
The property is suitable for the proposed uses.

Attachments

A. Case Information
B. Response Map
C. Thoroughfare Map
D. Aerial Map
E. Zoning Map
F. Future Land Use Map
G. Photos
H. Application
I. Graphics and Documentation
J. Responses

Staff Contacts

Jordan Johnson
Planner
Planning Department
806-775-2103
jordanjohnson@mylubbock.us

Kristen Sager
Planning and Zoning Manager
Planning Department
806-775-2109
ksager@mylubbock.us

Case Information: Zone Case 3418

Allowable Uses: Two-Family District (R-2)

Transportation: The proposed development has access through North Chicago Avenue and Lehigh Street.

Thoroughfare	Existing	Per Thoroughfare Development Plan
North Chicago Avenue *Collector*	R.O.W. Width Varies, Two-lane, undivided, paved	64' R.O.W., Two-lane or Three-lane, undivided

Engineering Comments: No comments.

Public Works Comments: No comments.

Building Safety Comments: No comments.

Fire Marshal Comments: No comments.

Draft Planning and Zoning Commission Minutes

5.2 **Case 3418:** AMD Engineering, LLC for Lincoln Frankford Group, LLC

Request for a zone change to Two-Family District (R-2) from Single-Family District (R-1) at:

- Generally located south of Lehigh Street and west of Chicago Avenue, on 19.84 acres of unplatted land out of Block JS, Section 6.

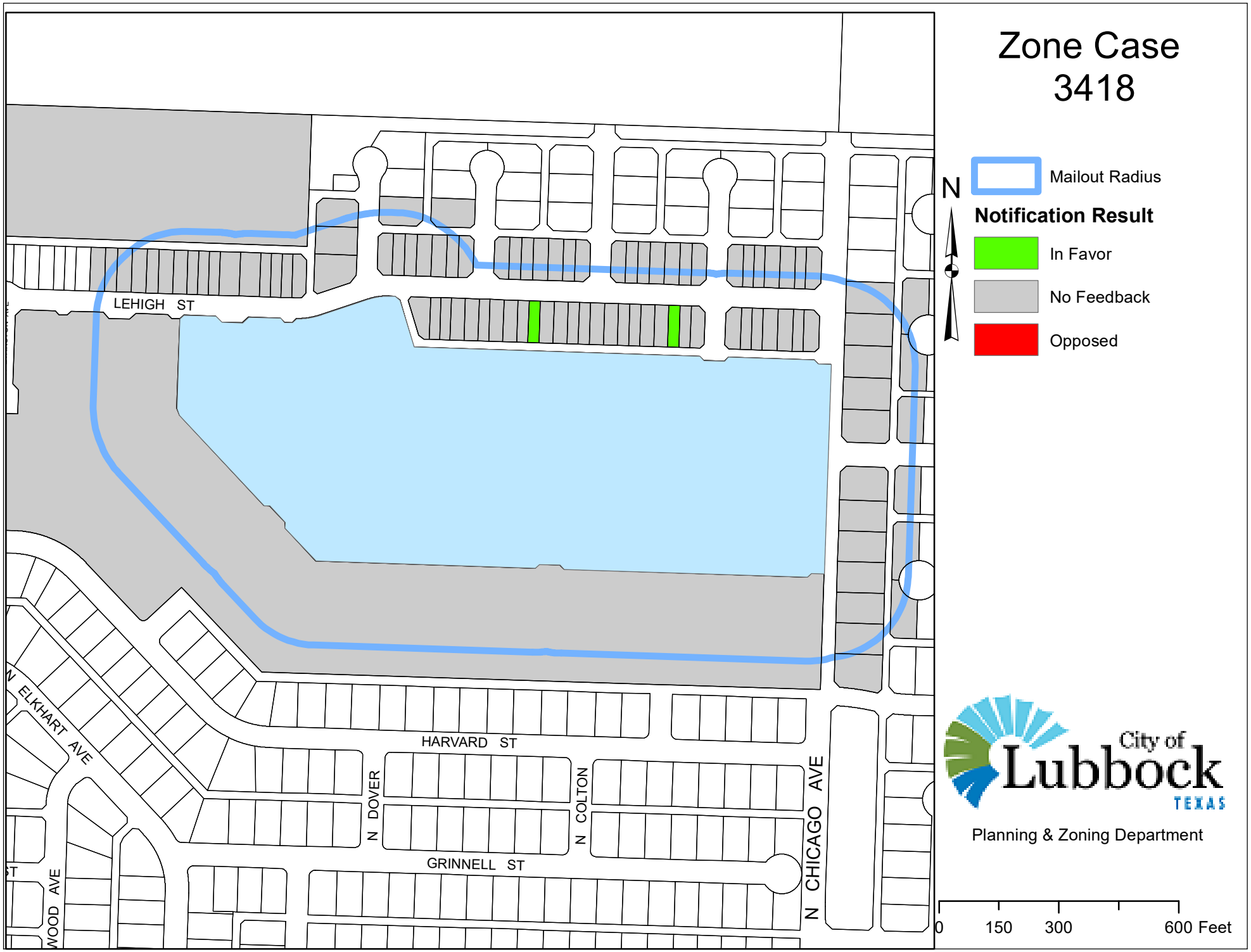
PLANNER JORDAN JOHNSON stated there were a total of twenty (20) notifications sent out and two (2) received in favor and zero (0) opposed. Staff shared the report, maps, and photos of the subject area. Staff recommends approval of the request.

APPLICANT WESTIN MCCOWN AMD Engineering 6515 68th Street stated that he has nothing else to add and he is here for questions if anyone has any.

No one spoke in favor of or in opposition to the request.

There were no questions from the board.

Motion was made by **JAMES BELL** seconded by **TANNER NOBLE** and the Commission members voted 7 (in favor) 0 (in opposition) with one (1) recusal by **JORDAN WHEATLEY** to approve the request. Item will be forwarded to City Council for consideration.


Zone Case
3418
N
Mailout Radius
Notification Result
In Favor
No Feedback
Opposed
LEHIGH ST
HARVARD ST
GRINNELL ST
N ELKHART AVE
N DOVER
N COLTON
N CHICAGO AVE
WOOD AVE
City of
Lubbock
TEXAS
Planning & Zoning Department
0
150
300
600 Feet

Case Number 3418



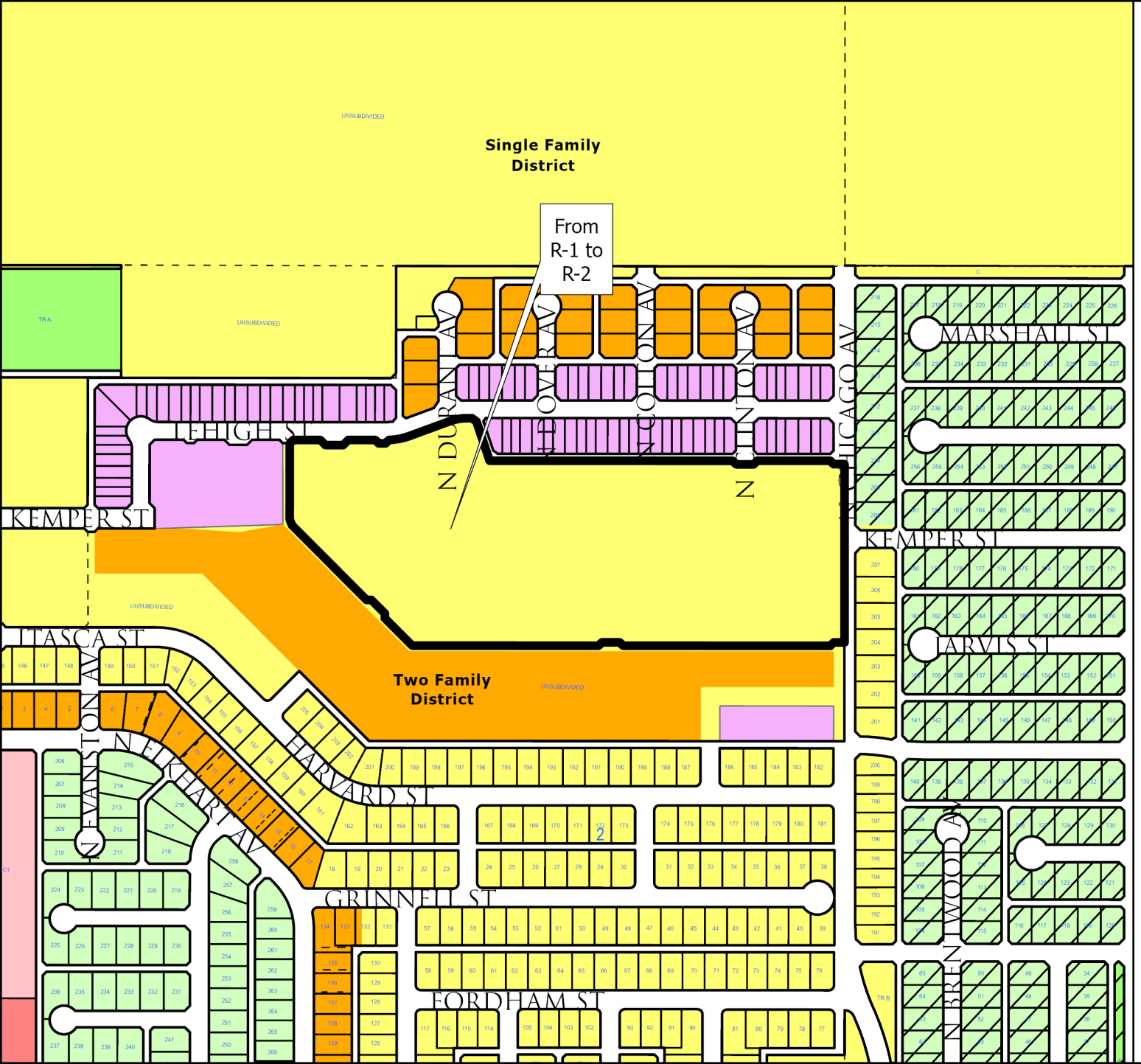
Collector	Minor Arterial	Modified Arterial	Principal Arterial	Freeway
Completed	Completed	Partial	Completed	Completed
Partial	Partial	Future	Partial	Partial
Future	Future		Future	Proposed Outer Loop

N
W E
S

Date Exported: 8/10/2020 6:15 PM

Case Number 3418





Current Zoning
3418

N

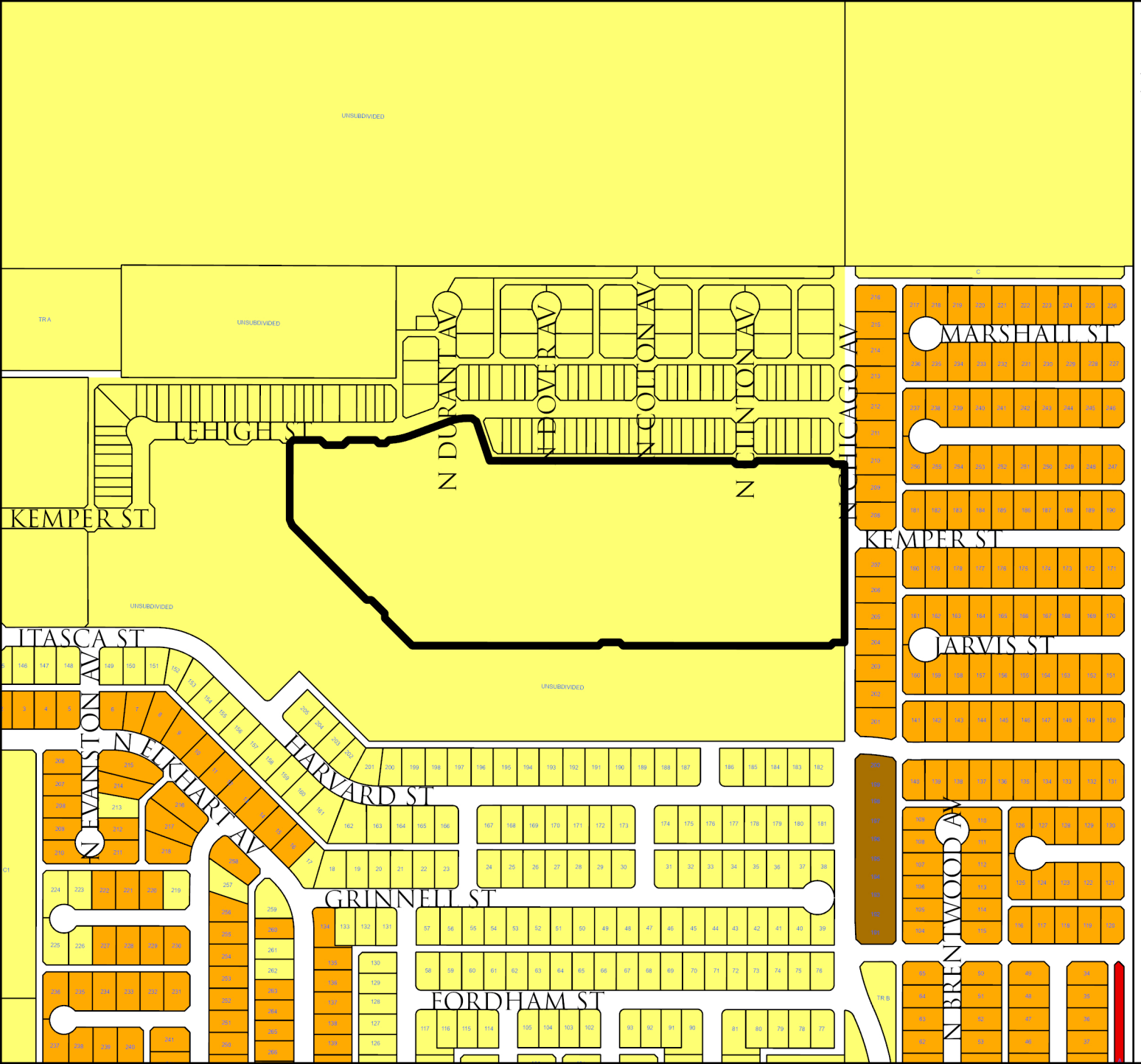
Zoning Districts

- Family Apartment
- Family Apartment Specific Use
- High Density Apartment
- High Density Apartment Specific Use
- Local Retail
- General Retail
- Single Family
- Single Family with Reducded Setbacks Specific Use
- Two Family

0 125 250 500 Feet

City of Lubbock TEXAS

Date Exported: 8/11/2020 10:16 AM



Future Land Use Plan
3418

N

- 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

0 125 250 500 Feet

City of Lubbock TEXAS

Date Exported: 8/11/2020 10:22 AM

Zone Case 3418



View of subject property. View west.



View of subject property. View north.



View of subject property. View east.



View of subject site. View south.

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) **AMD Engineering, LLC**

6515 68th Street, Suite 300
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806) 771-5976
Telephone

For **Lincoln Frankford Group, LLC**

PO Box 53417
Street/Post Office Box

Lubbock TX 79453
City State Zip

(806) 548-2070
Telephone

Location or Address: **Kemper Street and North Chicago Avenue. Refer to sketch.**

Legal Description:* **See Attached**

Existing Land Use: **Agricultural** **Existing Zoning:** **R-1**

Acreage or Square Footage of Property: **19.84 acres**

Zoning Requested: **R-2**

Proposed Development: **Residential Mixed-Use Development**

If property is not subdivided, will preliminary plat be submitted? **Yes** ✓ **No**

Westin McGowen
Applicant's Signature

July 22, 2020
Date

Filing Fee: **$532**
($475.00 for the first acre; $3.00 for each additional acre)

***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:** _____

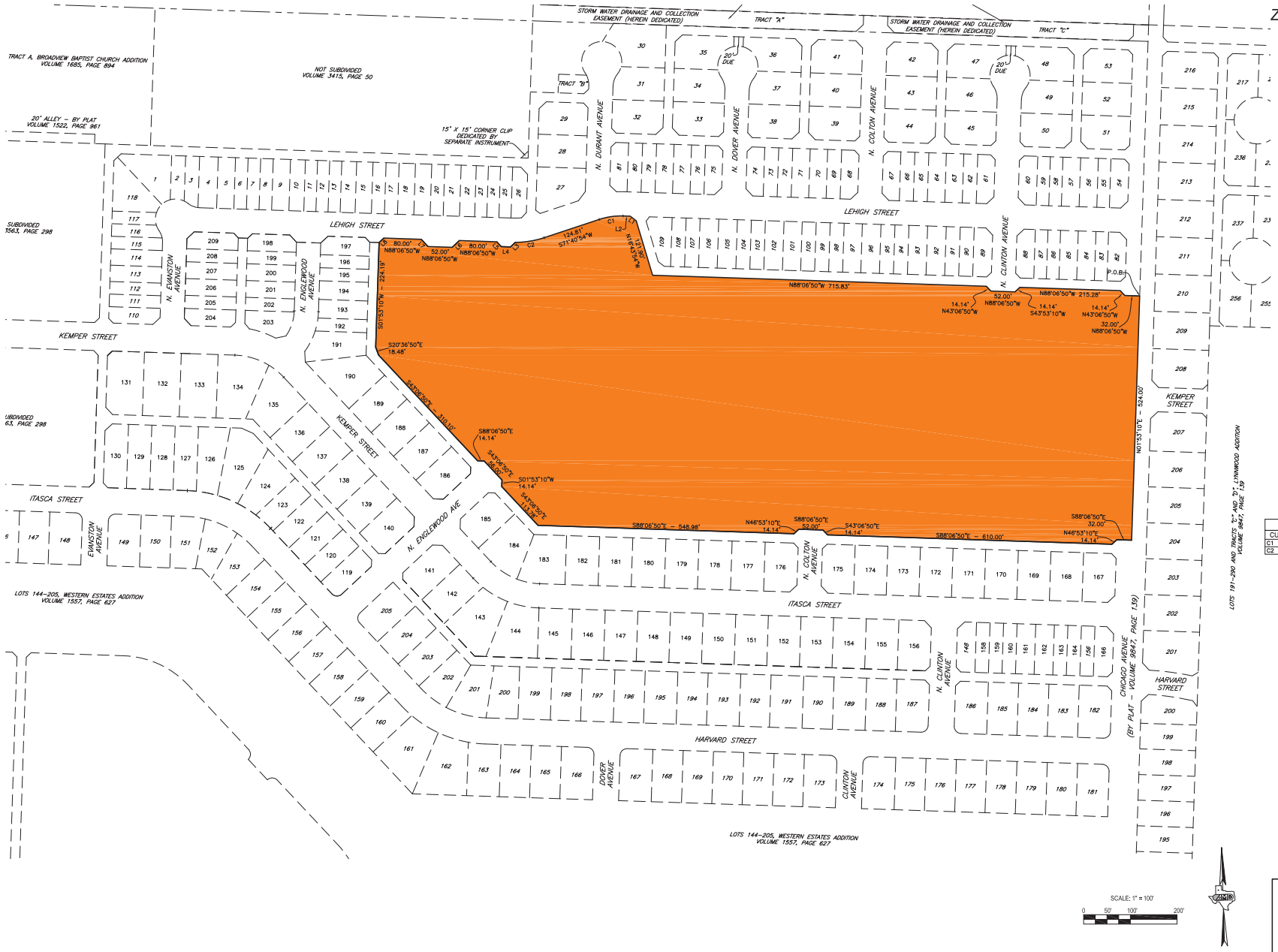
on _____

on Lot(s) _____, **Block(s)** _____,

_____ **Addition** **(Address:** _____**).**

ZONE CHANGE APPLICATION EXHIBIT

to the City of Lubbock,
Lubbock County, Texas



NOTES:
SCALE: 1" = 100'

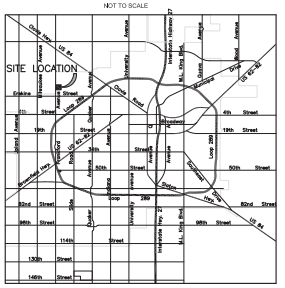
– ZONING REQUEST R2 (19.84 AC)

PLAT LIMIT LINE TABLE		
LINE	LENGTH	BEARING
L1	16.24'	N52°25'22"W
L2	15.41'	N88°06'50"W
L3	14.23'	S46°31'34"W
L4	20.00'	N88°06'50"W
L5	14.14'	N43°06'50"W
L6	21.21'	S46°53'10"W
L7	21.21'	N43°06'50"W
L8	14.14'	S46°53'10"W

PLAT LIMIT CURVE TABLE					
CURVE	RADIUS	DELTA	ARC LENGTH	CH BRG	CHORD
C1	146.00'	20°12'15"	51.48'	S81°47'02"W	51.22'
C2	198.00'	18°09'47"	62.77'	S80°45'48"W	62.50'

VICINITY MAP

NOT TO SCALE



SCALE: 1" = 100'
0 50' 100' 200'

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
6515 68th Street, Suite 300
Lubbock, TX 79424
Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

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.:** ***3418***

In Favor X

Opposed ____

Reasons and/or Comments:

Print Name Megan Laird

Signature: _____

Address: _____

Address of Property Owned: _____

Phone Number: _____

Email: _____

Recipient 5 of 20

Zone Case Number: **3418** R335144
LINCOLN FRANKFORD GROUP LLC
3410 98TH ST

LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

NEED TO EMAIL

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.:** ***3418***

In Favor ✓

Opposed ____

Reasons and/or Comments:

Print Name JAVAC INVESTMENTS

Signature: _____

Address: P.O. Box 53417 Lubbock, TX 79453

Address of Property Owned: LOTS 95-102 = 8 LOTS TOTAL

Phone Number: 806 781 7928

Email: JORDAN@JWLUBBOCK.COM

Recipient 9 of 20

Zone Case Number: **3418** R335155
JAVAC INVESTMENTS INC
PO BOX 53417

LUBBOCK TX 79453

Regular City Council Meeting **8. 7.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Finance: Consider a resolution expressing intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in the FY 2020-21 Budget and Capital Program, and to reimburse the City from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

Item Summary

The City will issue bonds during FY 2020-21, to fund projects that the City Council approved in the FY 2020-21 Capital Program. To allow capital projects to be completed within prescribed time frames, design, engineering, and construction costs may be incurred prior to delivery of the bond proceeds. For the costs to be eligible for reimbursement with bond proceeds, the City must declare its intent to reimburse bond-funded costs that are incurred prior to the bond issuance.

Total cost of $394,621,239 is divided into 3 categories:
• General Fund is $7,405,000.
• Water/Wastewater Fund is $11,500,000.
• Lubbock Power & Light is $375,716,239.

The annual debt service is budgeted through the annual operating budget process and is included in long term financial planning and rate models. The annual payments are made from the annual revenues of the respective Enterprise and Governmental Funds where the projects are incurred.

Fiscal Impact

The total cost of projects funded is $394,621,239, and the maximum principal amount of Obligations to be issued will not exceed $420,000,000.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

FY21 Reimbursement Resolution

Exhibit A FY21 Reimbursement Resolution

RESOLUTION EXPRESSING INTENT TO
FINANCE EXPENDITURES TO BE INCURRED

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

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

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

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

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

NOW, THEREFORE, be it resolved that:

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

Section 2. The Issuer reasonably expects that the maximum principal amount of Obligations issued to reimburse the Issuer for the costs associated with the property listed on Exhibit A attached hereto will not exceed $420,000,000.

ADOPTED THIS 22nd day of September 2020 by the City Council of the City of Lubbock, Texas.

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich
Chief Financial Officer

APPROVED AS TO FORM:

Jerry V. Kyle, Jr.
Bond Counsel

EXHIBIT A

[See attached.]

EXHIBIT A

CITY OF LUBBOCK
Resolution Expressing Intent to Finance Expenditures To Be Incured
Exhibit A

	Cost Estimate	Totals
General Fund - Streets		
114th Street - Slide road to Quaker Avenue	$ 7,405,000	$ 7,405,000
Water/Wastewater		
Bailey County Electrical Improvements	$ 5,000,000	
Low Pressure Supply Line Lining Project	6,500,000	$ 11,500,000
Lubbock Power and Light		
Southeast Substation Expansion	$ 4,405,000	
Autotransformer - Co-op	5,400,000	
Autotransformer - Mackenzie	5,300,000	
Substation Capacity Upgrade - Northeast	600,000	
Yellow House Canyon 115kV Station	15,550,000	
Substation Rebuild - Holly	6,800,000	
Substation Rebuild - Oliver	6,750,000	
Substation Rebuild - Northeast	3,665,000	
Wadsworth Relay Upgrade	1,500,000	
Feeder Circuits - Northwest	690,000	
Substation Upgrades	5,350,000	
Posey 345/115kV Station	19,890,000	
Yellow House Canyon 345/115kV Transformers	10,750,000	
Dunbar 345/115kV Transformers	11,680,000	
Posey to Southeast 115kV Line	5,940,000	
Blackwater Draw to Folsom Point 345kV Line	43,820,000	
Blackwater Draw to Double Mountain 345kV Line	60,841,522	
Double Mountain to Fiddlewood 345kV Line	17,880,000	
Posey to Oliver 115kV line	16,570,000	
Dunbar Station Work	1,000,000	
Yellow House Canyon Station Work	1,000,000	
Oliver Station Work	750,000	
Southeast Station Work	750,000	
Dunbar Substation Work	13,322,434	
Fiberoptic Communications	1,350,000	
69/115kV Line Rebuild: Thompson-Vicksburg	4,175,000	
115kV Line Construction – Northwest to Mackenzie	17,864,247	
69/115kV Line Rebuild: Chalker-Thompson	5,770,000	
69/115kV Line Rebuild: Erskine-Mackenzie	4,280,000	
69/115kV Line Rebuild: Holly-Southeast	9,000,000	
69/115kV Line Rebuild: Holly-Slaton	7,500,000	
69/115kV Line Rebuild: Southeast-Oliver	4,900,000	
ERCOT Conversion Work	375,000	
Program 69-115 Voltage Conversion	1,000,000	
Downtown Redevelopment Underground	3,635,500	
Dunbar-Manhattan Heights Underground Conversion	1,210,000	
South Plains Mall Expansion	835,000	
Red Raider Substation Distribution Feeders	4,000,000	
Distribution System Upgrade-Improvements-Expansion	4,301,674	
Substation 25kV Capacity Upgrades	3,800,000	
Downtown Redevelopment	650,000	
Field Asset Inventory & Data Verification	2,350,862	
GIS Software Upgrades and Interfaces	1,215,000	
LP&L - GIS Office Renovations	1,115,000	
Customer Service Information and Workforce Management Systems	32,635,000	
ERCOT Transmission/Distribution Service Provider System	3,550,000	$ 375,716,239
TOTAL ALL PROJECTS		**$ 394,621,239**

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

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing publication and posting of notices of intention to issue City of Lubbock, Texas Water and Wastewater System Revenue Bonds and Combination Tax and Revenue Certificates of Obligation.

Item Summary

This resolution authorizes the City to publish a notice of intent in the Lubbock Avalanche Journal to issue both Water and Wastewater System Revenue bonds (Revenue Bonds), and Tax and Water and Wastewater System Surplus Revenue Certificates of Obligation (COs).

The Revenue Bonds are being issued for the following purposes:

1. Paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging and equipping property, buildings, structures, facilities, and related infrastructure for the System;
2. Funding capitalized interest on the Bonds;
3. Funding the reserve fund requirement for the Bonds; and,
4. Paying the costs of issuing the Bonds (collectively, with items 1-3, the "Project");

Specifically, the Revenue Bonds are designated to fund the Elevated Storage Tank, Water Treatment Plant Improvements Phase III, and Northwest Water Treatment Plant Projects.

The COs are being issued for the following purposes:

1. Acquisition, construction, renovation, and equipment related to 114th Street - Slide Road to Quaker Avenue Street Projects;
2. Payment of professional services of attorneys, financial advisors, engineers and other professionals in connection with the Project and the issuance of the Certificates.

All projects funded through this Revenue Bond and CO issuance were discussed and approved during the budget process. No changes were made to the scope or funding sourcing from what was presented during the budget approval process.

Fiscal Impact

The total amount of the Project costs financed with the Revenue Bonds will not exceed the $13,000,000 total principal amount of one or more series of Water and Wastewater System Revenue Bonds. The annual debt service payments for the Revenue Bonds are budgeted through the annual operating budget process and are included in long-term financial planning and rate models. The annual payments are made from all or part of the net revenues of the City's Water and Wastewater System.

The total amount of the Project costs financed with COs will not exceed the $7,600,000 total principal amount of one or more series of Tax and Water and Wastewater System Surplus Revenue Certificates of Obligation. The annual debt service payments for the COs are budgeted through the annual operating budget process and are included in long-term financial planning and rate models. The annual payments are made from the annual levy of a direct and continuing ad valorem tax and from all or part of the surplus net revenue of the City's Water and Wastewater System.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - Authorizing Publication of Notice of Intent

Resolution No. 2020 – R___
September 22, 2020
Item No. ___

A RESOLUTION AUTHORIZING PUBLICATION AND POSTING OF NOTICES OF INTENTION TO ISSUE CITY OF LUBBOCK, TEXAS WATER AND WASTEWATER SYSTEM REVENUE BONDS AND COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

WHEREAS, the City of Lubbock, Texas (the "City"), pursuant to Chapter 1502, Texas Government Code, as amended, is authorized to issue its water and wastewater system revenue bonds (the "Bonds") for the purposes set forth in Exhibit A hereto; and

WHEREAS, the City Council of the City has found and determined that a notice of intention to issue the Bonds should be published in accordance with the requirements of applicable law and the City's charter; and

WHEREAS, the City, pursuant to Subchapter C, Chapter 271, Texas Local Government Code, as amended, is authorized to issue its certificates of obligation (the "Certificates") for the purpose of paying contractual obligations to be incurred for the purposes set forth in Exhibit B hereto; and

WHEREAS, the City Council of the City has found and determined that a notice of intention to issue the Certificates should be published and posted in accordance with the requirements of applicable law;

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

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

Section 2. The City Secretary of the City is hereby authorized and directed to publish a notice of intention to issue the Bonds, in substantially the form set forth in Exhibit A hereto (the "Bond Notice") incorporated herein by reference for all purposes. The Bond Notice shall be published once a week for a period of thirty (30) days prior to the date set forth in the Bond Notice for passage of the ordinance authorizing the Bonds. Such Bond Notice shall be published in a newspaper of general circulation in the area of the City.

Section 3. The City Secretary of the City is hereby authorized and directed to publish and post a notice of intention to issue the Certificates, in substantially the form set forth in Exhibit B hereto (the "Certificate Notice") incorporated herein by reference for all purposes.

The Certificate Notice shall be published once a week for two consecutive weeks, the date of the first publication being not later than the forty-sixth (46th) day before the date set forth in the Certificate Notice for passage of the ordinance authorizing issuance of the Certificates. Such Certificate Notice shall be published in a newspaper of general circulation in the area of the City.

In addition, the Certificate Notice shall be posted continuously on the City's website for at least forty-five (45) days before the date set forth in the Certificate Notice for passage of the ordinance authorizing issuance of the Certificates.

Section 4. For purposes of the Certificate Notice and Section 271.049(e), Texas Local Government Code, the City Council hereby designates the public securities identified in the attached Exhibit C as self-supporting (collectively, the "Self-Supporting Debt"), the debt service on which the City currently pays (and intends to continue paying) from sources other than ad valorem tax receipts. The City expects to continue to pay debt service on the Self-Supporting Debt from sources other than ad valorem tax receipts; however, in the event that such other sources are not budgeted in amounts sufficient to pay debt service in respect to the Self-Supporting Debt, the City may be required to levy and collect ad valorem taxes sufficient to offset any deficiency in the amounts provided by such other sources.

Section 5. The Mayor, the City Manager, the Chief Financial Officer, the City Secretary and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 6. This resolution shall take effect from and after the date of its passage.

[*Signature Page Follows.*]

ADOPTED THIS 22nd day of September 2020, by the City Council of the City of Lubbock, Texas.

CITY OF LUBBOCK, TEXAS

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Jerry V. Kyle, Jr., Bond Counsel

Exhibit A

NOTICE OF INTENTION TO ISSUE CITY OF LUBBOCK, TEXAS
WATER AND WASTEWATER SYSTEM REVENUE BONDS

NOTICE IS HEREBY GIVEN that on November 17, 2020, at 4:30 p.m. at a regular meeting of the City Council of the City of Lubbock, Texas, to be held in the City Council Chambers at Citizens Tower, 1314 Avenue K, Lubbock, Texas, the regular meeting place of the City Council, the City Council intends to pass one or more ordinances authorizing the issuance of not to exceed $13,000,000 total principal amount of water and wastewater system revenue bonds, in one or more series (collectively, the "Bonds"), for the following purposes, to wit: (i) paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging and equipping property, buildings, structures, facilities and related infrastructure for the Water and Wastewater System, (ii) funding capitalized interest for the Bonds, (iii) funding the reserve fund requirement for the Bonds, and (iv) paying the costs of issuing the Bonds.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Lubbock, Texas on September 22, 2020.

Exhibit B

NOTICE OF INTENTION TO ISSUE CITY OF LUBBOCK, TEXAS
COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that on November 17, 2020, at 4:30 p.m. at a regular meeting of the City Council of the City of Lubbock, Texas, to be held in the City Council Chambers at Citizens Tower, 1314 Avenue K, Lubbock, Texas, the regular meeting place of the City Council, the City Council intends to pass one or more ordinances authorizing the issuance of not to exceed $7,600,000 total principal amount of certificates of obligation, in one or more series (collectively, the "Certificates"), bearing interest at any rate or rates not to exceed the maximum interest rate authorized by law, as shall be determined within the discretion of the City Council at the time of issuance of the Certificates, and maturing over a period of not to exceed twenty-one (21) years from their date of issuance, for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) construction, renovation, improvement and extension of City streets and related infrastructure, vehicles and equipment, including sidewalks, street lighting, traffic signals/controllers and traffic signal communication systems, signage, drainage, landscaping, utility improvements, extensions, relocations and acquisition of land and rights-of-way in connection therewith (collectively, the "Project"), and (ii) payment of professional services of attorneys, financial advisors, engineers and other professionals in connection with the Project and the issuance of the Certificates. Said Certificates shall be payable from the levy of a direct and continuing ad valorem tax, levied within the limits prescribed by law, against all taxable property within the City sufficient to pay the interest on said Certificates as due and to provide for the payment of the principal thereof as the same matures, as authorized by Subchapter C, Chapter 271, Texas Local Government Code, as amended, and from all or a part of the surplus net revenues of the City's Water and Wastewater System, such pledge of surplus net revenues being limited to $1,000. The estimated combined principal and interest required to pay the Certificates on time and in full is $7,996,295. Such estimate is provided for illustrative purposes only and is based on an assumed interest rate of 1.32%. Market conditions affecting interest rates vary based on numerous factors beyond the control of the City, and the City cannot provide any assurance regarding the rate of interest that the Certificates will bear upon their issuance. As of the date of this notice, the aggregate principal amount of outstanding public securities of the City secured by and payable from ad valorem taxes (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) is $213,741,142, and based on the City's expectations, as of the date of this notice, the combined principal and interest required to pay all of the outstanding public securities of the City secured by and payable from ad valorem taxes (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is $273,712,733.

THIS NOTICE is given in accordance with law and as directed by the City Council of the City of Lubbock, Texas on September 22, 2020.

Exhibit C

SELF-SUPPORTING DEBT

Public Securities Designated as Self-Supporting	Self-Supporting Principal
Tax Note, Series 2020	$ 2,400,000
Combination Tax and Revenue Certificates of Obligation, Series 2020	7,045,000
General Obligation Refunding Bonds, Taxable Series 2019A	32,450,000
Tax Note, Series 2019	3,731,967
General Obligation Refunding Bonds, Series 2019	8,150,000
Tax and Water and Wastewater System Surplus Revenue Certificates of Obligation, Series 2019	20,060,000
Tax Note, Series 2018	3,628,431
Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2018A	8,550,000
General Obligation Refunding Bonds, Series 2018	71,335,000
Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2018B	13,735,000
Tax Note, Series 2017	2,818,725
Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2017A	15,970,000
Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2017	29,750,000
General Obligation Refunding Bonds, Series 2016A	23,925,000
General Obligation Refunding Bonds, Series 2016	23,085,000
Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2016	35,735,000
General Obligation Refunding Bonds, Taxable Series 2015	24,995,000
General Obligation Refunding Bonds, Series 2015	80,725,000
Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2015	65,720,000
General Obligation Refunding Bonds, Series 2014	26,785,000
Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2014	16,360,000
General Obligation Refunding and Improvement Bonds, Series 2013	9,945,000
General Obligation Refunding Bonds, Taxable Series 2013	4,290,000
Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2013	27,190,000
General Obligation Bonds, Series 2012	8,490,000
Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2012	5,422,886
Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2011	5,831,850
General Obligation Bonds, Series 2011	1,205,000
Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2010C	23,295,000
Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2010	11,450,000
Total	$614,073,858

Regular City Council Meeting **8. 9.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing publication of notice of intention to issue City of Lubbock, Texas Water and Wastewater System Revenue Bonds.

Item Summary

The City's bonds, to be designated "City of Lubbock, Texas, Water and Wastewater System Revenue Bonds, Series 2020," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including specifically Chapter 1502 and Article VIII of the Charter of the City.

The Series 2020 Bonds shall be issued as Texas Water Development Board (TWDB) Bonds in the aggregate principal amount of $10,455,000, for the purposes of:

(i) paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging and equipping property, buildings, structures, facilities and related infrastructure for the System;
(ii) funding capitalized interest on the Series 2020 Bonds;
(iii) funding the reserve fund requirement for the Series 2020 Bonds, and;
(iv) paying the costs of issuing the Series 2020 Bonds.

Fiscal Impact

The Series 2020 Bonds shall be issued as TWDB Bonds in the aggregate principal amount of $10,455,000.

Staff/Board Recommending

D. Blu Kostelich, Chief Financial Officer

Attachments

Resolution - 2020 TWDB

Resolution No. 2020-____
September 22, 2020
Item No. ___

A RESOLUTION AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CITY OF LUBBOCK, TEXAS WATER AND WASTEWATER SYSTEM REVENUE BONDS

WHEREAS, the City of Lubbock, Texas (the "City"), pursuant to Chapter 1502, Texas Government Code, as amended, is authorized to issue its water and wastewater system revenue bonds (the "Bonds") for the purposes set forth in Exhibit A hereto; and

WHEREAS, the City Council of the City has found and determined that a notice of intention to issue the Bonds should be published in accordance with the requirements of applicable law and the City's charter;

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

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

Section 2. The City Secretary of the City is hereby authorized and directed to publish a notice of intention to issue the Bonds, in substantially the form set forth in Exhibit A hereto (the "Notice") incorporated herein by reference for all purposes. The Notice shall be published once a week for a period of thirty days prior to the date set forth in the Notice for passage of the ordinance authorizing the Bonds. Such Notice shall be published in a newspaper of general circulation in the area of the City.

Section 3. The City's Chief Financial Officer is hereby authorized and directed to complete the Notice with the anticipated date of the City Council meeting to approve the ordinance authorizing issuance of the Bonds and to make such other revisions to the Notice as the Chief Financial Officer shall deem necessary or appropriate prior to publication.

Section 4. This resolution shall take effect from and after the date of its passage.

[Signature page follows.]

ADOPTED THIS 22nd day of September, 2020, by the City Council of the City of Lubbock, Texas.

CITY OF LUBBOCK, TEXAS

DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

D. Blu Kostelich, Chief Financial Officer

APPROVED AS TO FORM:

Jerry V. Kyle, Jr., Bond Counsel

Exhibit A

NOTICE OF INTENTION TO ISSUE CITY OF LUBBOCK, TEXAS
WATER AND WASTEWATER SYSTEM REVENUE BONDS

NOTICE IS HEREBY GIVEN that on _____,[1] 2020, at 4:30 p.m. at a regular meeting of the City Council of the City of Lubbock, Texas, to be held in the City Council Chambers at Citizens Tower, 1208 14th Street, Lubbock, Texas, the regular meeting place of the City Council, the City Council intends to pass one or more ordinances authorizing the issuance of not to exceed $10,455,000 total principal amount of one or more series of water and wastewater system revenue bonds (the "Bonds") for the following purposes, to wit: (i) paying the costs of acquiring, purchasing, constructing, improving, renovating, enlarging and equipping property, buildings, structures, facilities and related infrastructure for the City's water and wastewater system, (ii) funding capitalized interest on the Bonds, (iii) funding the reserve fund requirement for the Bonds, and (iv) paying the costs of issuing the Bonds.

THIS NOTICE is given in accordance with law, the City's Charter and as directed by the City Council of the City of Lubbock, Texas on September 22, 2020.

[1] To be completed by the City's Chief Financial Officer.

Regular City Council Meeting **8. 10.**

Meeting Date: 09/22/2020

Information

Agenda Item

Ordinance 1st Reading - City Secretary: Consider an ordinance amending Chapter 8, Article 8.04 of the Code of Ordinances of the City of Lubbock, Texas with regard to coin-operated machines; providing a penalty; providing a savings clause; and providing for publication.

Item Summary

On March 26, 2019, the City Council passed amendments to Section 8.04 of the City of Lubbock Code of Ordinances, Ordinance 2019 - O0037, pertaining to Game Rooms, and the permitting process and requirements for Game Room operators. The Office of the City Secretary, in coordination with the Police Department, is proposing further amendments to Section 8.04 of the City of Lubbock Code of Ordinances. These amendments include:

- further defining the term applicant;
- clarifying the coin-operated machine definition;
- adding that deferred adjudication will have to be disclosed by the applicant;
- including information that game rooms are nontransferable;
- clarifying property ownership requirements; and
- adding further specifications regarding the appeal process if a permit is denied.

Fiscal Impact

None

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Gameroom Ordinance Amendment

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 8.04 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO COIN-OPERATED MACHINES; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendment to Chapter 8 of the Code of Ordinances of the City of Lubbock; NOW THEREFORE,

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

SECTION 1. THAT Sections 8.04.001, 8.04.062, 8.04.064(c), 8.04.064(d), and 8.04.067 of the Code of Ordinances of the City of Lubbock, Texas are hereby amended to read as follows:

Sec. 8.04.001 Definitions

The following words, terms and phrases as used in this article are defined as follows:

Applicant means any person, firm, company, association, franchise, or corporation that applies for an Operator's Game Room Permit under this Article. The term "applicant" shall include each member of a partnership when the applicant is a partnership. If a member of the applicant partnership is not a person, the applicant shall include those persons holding a ten-percent or greater interest in the entity that constitutes that member of the partnership applicant. The term "applicant" shall include each officer, director, and holder of a ten-percent or greater interest of a corporation, firm or association when the applicant is a corporation, firm, association, or franchise. If the holder of a ten-percent or greater interest in a corporation, firm or association applicant is not a person, the applicant shall include those persons holding a ten-percent or greater interest in the entity which holds a ten-percent or greater interest in the corporation, firm or association which is the applicant. The term "applicant" shall include the franchisee, or holder of a franchise license, when the applicant is a franchised business. If a member of the applicant franchise is not a person, the applicant shall include those persons holding a ten-percent or greater interest in the entity that constitutes that member of the franchise applicant. When a permit is issued under this article, the Applicant becomes the permit holder.

Chief of police means the chief of police of the City of Lubbock or his designated agent.

Coin-operated machine means every machine or device of any kind or character, which is operated by or with credits or points which have been purchased with anything of value, including coins, slugs, tokens, paper money, checks, credit or debit cards, or stored value cards, whether those points or credits are purchased directly at the machine or at a central station or

terminal, or are transferred to the machine by means of an electronic or electromagnetic card. When a machine or device allows more than one person to simultaneously operate the machine or device by or with credits or points which have been purchased with anything of value, including coins, slugs, tokens, paper money, checks, credit or debit cards, or stored value cards, whether those points or credits are purchased directly at the machine or at a central station or terminal, or are transferred to the machine by means of an electronic or electromagnetic card, each station or location on the machine or device where a person can operate the machine or device shall be considered an individual "coin-operated machine." "Music coin-operated machines" and "skill or pleasure coin-operated machines" as those terms are hereinafter defined shall be included in such term.

Music coin-operated machine means every machine or device of any kind or character that dispenses or vends or that is used for dispensing or vending music and is operated by or with coins, metal slugs, paper money, tokens, checks, or credit or debit cards.

Operator means any person, firm, company, association, or corporation which exhibits, displays or permits to be exhibited or displayed, in a place of business, any coin-operated machine in the city.

Person includes any natural person, association of natural persons, trustee, receiver, partnership, corporation, organization, or the manager, agent, servant, or employee of any of them.

Service coin-operated machine means every pay toilet, pay telephone, and all other machines which dispense service only and not merchandise, music, skill, or pleasure.

Skill or pleasure coin-operated machine means every coin-operated machine of any kind or character whatsoever, when such machine or machines dispenses or are used or are capable of being used or operated for amusement or pleasure or when such machines are operated for the purpose of dispensing or affording skill or pleasure or for any other purpose other than the dispensing or vending of merchandise or music or service exclusively, as those terms are defined in this section.

Sec. 8.04.062 Application

(a) An Operator's Game Room Permit application may be obtained at the city secretary's office.

(b) The Applicant shall be required to furnish the following information:

(1) The name of the Applicant's business and the address of the location where the machines are to be located.

(2) The date of birth and full legal name, including any and all names by which the person has been known, of the Applicant and of each person included within the definition of Applicant as set forth at section 8.04.001 of this article.

(3) If the Applicant is a corporation, the exact corporate name, state of incorporation and principal place of business for the corporation.

(4) The current residence address and telephone number of the Applicant and of each person included within the definition of Applicant as set forth at section 8.04.001 of this article.

(5) A copy of the driver's license, state identification card, or other forms of identification acceptable to the city secretary and sufficient to establish the truth and accuracy of the information provided in the application of the Applicant and of each person included within the definition of Applicant as set forth at section 8.04.001 of this article.

(6) The name and home address of a Local Agent if the Applicant is not a resident of the City of Lubbock. If the Applicant is a resident of the City of Lubbock, the Applicant may serve as the Local Agent or designate a separate individual as the Local Agent. A copy of the Local Agent's driver's license, state identification card, or other forms of identification acceptable to the city secretary and sufficient to establish the truth and accuracy of the information provided in the application.

(7) The name and home address of the Manager of the applicant's business who will be primarily responsible for the day-to-day operations of the business. A copy of the Manager's driver's license, state identification card, or other forms of identification acceptable to the city secretary and sufficient to establish the truth and accuracy of the information provided in the application

(8) All felony and misdemeanor convictions and deferred adjudications, except for Class-C traffic offenses, of the Applicant and of each person included within the definition of Applicant as set forth at section 8.04.001 of this article, and of the Local Agent and Manager, including, but not limited to, any of the offenses as described at section 8.04.064(d)(5) of this article, except for deferred adjudications when a court has issued an order of nondisclosure.

(9) The maximum number of skill or pleasure coin-operated machines to be located at the business.

(10) The landline telephone number for the address of the location where the machines are to be located.

(11) The application shall be signed under penalty of perjury by the applicant, attesting to the truth and accuracy of the information provided, including each document attached to the application.

(c) Only one Operator's Game Room Permit may be issued for a single location and each Operator's Game Room Permit is non-transferable to any other location or address or to any person, firm, company, association, franchise, or corporation that was not originally the Applicant as set forth at section 8.04.001 of this article.

(d) The Operator shall have a continuing duty, during the term of any Operator's Game Room Permit or renewal thereof, to notify the city secretary of any change in the information required to be submitted on the application for the Operator's Game Room Permit.

(e) Issuance of an Operator's Game Room Permit by the city secretary is contingent on the verification of the application information with assistance of other city departments as appropriate, including, without limitation, the police, planning and zoning, code enforcement, fire marshal, environmental health, and building inspection departments.

Sec. 8.04.064 Issuance or Denial

(c) The city secretary shall issue a permit to the Applicant which shall be valid only as to the game room activities described in the application and approved on the face of the permit, unless one or more of the following conditions exists:

(1) The location of the game room business or enterprise is or would be in violation of chapter 40 of the Code of Ordinances of the City of Lubbock, Texas.

(2) The Applicant has failed to make full disclosure, or to supply all of the information requested on the application, or the application is otherwise incomplete.

(3) The Applicant has provided false, fraudulent or untruthful information on the application, or is attempting to acquire the permit under false pretenses.

(4) The application or the establishment or the venture does not meet one or more of the requirements of this article.

(5) The correct permit fee has not been tendered to the city and, in the case of a check or bank draft, honored with payment upon presentation.

(6) The structure, configuration or layout of the premises, as proposed by the Applicant, if permitted, would not comply with all applicable laws, including, but not limited to, the city building, zoning, fire prevention and protection, and health ordinances and regulations.

(7) The Applicant or the manager or any other person principally in charge of the operation of the business is under eighteen (18) years of age, or is under twenty-one (21) years of age and the sale or consumption of alcoholic beverages would be an aspect of the venture.

(8) The Applicant has not demonstrated that the Applicant owns, leases or otherwise has or continues to have the lawful right to occupy and use the premises for the purpose stated in the application.

(9) The Applicant has been a permit holder, owner, Manager, Local Agent, or an employee with managerial responsibilities for a game room business when the permit for such business has been denied or revoked, within two (2) years preceding the date of the application.

(d) The city secretary shall not issue a permit to the Applicant which shall be valid only as to the game room activities described in the application and approved on the face of the permit, unless:

(1) The parking ratio of one parking space per fifty (50) square feet of gross floor area is provided on the development lot.

(2) The legal description of the property of the business where the machines will be located is provided.

(3) The name of the owner of the property where the business is located is provided.

(4) A copy of the lease or rental agreement is provided, if the property is leased or rented. A sublease, agreement, or contract with a person or entity other than the person or entity listed with the Lubbock County Central Appraisal District as the property owner for the address where the business will be located shall not be sufficient to satisfy this requirement.

(5) The Applicant and of each person included within the definition of Applicant as set forth at section 8.04.001 of this article, the Manager, and the Local Agent, has not been convicted or received a deferred adjudication for any offense set forth in Chapter 47 of the Texas Penal Code (Gambling); Chapter 34 of the Texas Penal Code (Money Laundering); Chapter 71 of the Texas Penal Code (Organized Crime); any offense involving the manufacture, possession or delivery of a controlled substance in penalty groups 1, 1A, 2, 3, or 4, or the delivery of marihuana, as more fully described in Chapter 481 of the Texas Health & Safety Code; or any crime of moral turpitude.

Sec. 8.04.067 Appeal of denial or revocation or suspension

Any Applicant or Operator whose Operator's Game Room Permit is denied or revoked pursuant to the provisions of this division shall have ten (10) business days following receipt

of the notice of such denial or revocation to appeal the denial or revocation to the City of Lubbock Permit and License Appeal Board in accordance with chapter 2, article 2.03, division 3, section 2.03.071 et seq., of the Lubbock Code of Ordinances.

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, 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 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:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Ryan Brooke, Assistant City Attorney

2020 Game Room Ordinance Amendment
9.9.20

Regular City Council Meeting **8. 11.**

Meeting Date: 09/22/2020

Information

Agenda Item

Resolution - City Manager: Consider an resolution to cast votes for Places 1-4 of the Texas Municipal League Intergovernmental Risk Pool (TMLIRP) Board of Trustees.

Item Summary

As a member of the TMLIRP, the City of Lubbock is entitled to cast our votes in the election of Places 1 through 4 of the Board of Trustees (the "Board"). The officials listed for Places 1 through 4 on the attached ballot, have been nominated to serve a six-year term. New to this year's ballot is a certification that the votes cast by the City, are in accordance with the will of the majority of the governing body and are, therefore, coming before the City Council for discussion and recommendation.

Staff's recommendation for votes are as follows, and in no way do these recommendations bind the Council to vote in this manner:

Place 1

- Robert T. Herrera (Incumbent) - City Manger, City of Cibolo

Place 2

- Chris Armacost - City Commissioner, City of Hitchcock

Place 3

- Jeffrey Snyder (Incumbent) - City Manager, City of Plainview

Place 4

- Sean Overeynder - City Manager, City of Lamesa

Fiscal Impact

None

Staff/Board Recommending

W. Jarrett Atkinson, City Manager

Attachments

Resolution - TMLIRP Board Election

TMLIRP - Official Ballot

RESOLUTION

WHEREAS, the Texas Municipal League Intergovernmental Risk Pool ("TMLIRP") is a provider of workers' compensation, liability, and property coverage for member local governments in Texas; and,

WHEREAS, the City of Lubbock is a member of the TMLIRP; and,

WHEREAS, as a member, the City of Lubbock has the ability to vote on Places 1-4 of the TMLIRP Board of Trustees; and,

WHEREAS, the TMLIRP has presented the City of Lubbock with ballots for the TMLIRP Board of Trustees Places 1-4; **NOW THEREFORE:**

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

THAT, the City Council of the City of Lubbock casts its vote for the TMLIRP Board of Trustees Places 1-4 as follows:

PLACE	**NAME OF CANDIDATE SELECTED**
Place 1	_____
Place 2	_____
Place 3	_____
Place 4	_____

THAT, a copy of this Resolution BE submitted to the Secretary of the Board of Directors of the TMLIRP, along with the appropriately marked ballots, before September 30, 2020, in order that the votes of the City of Lubbock may be counted.

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

_____
DANIEL M. POPE, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

W. Jarrett Atkinson, City Manager

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool
Board of Trustees Election

This is the official ballot for the election of Places 1 – 4 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees. The names of the candidates for each Place on the Board of Trustees are listed in alphabetical order on this ballot.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2020. Ballots received after September 30, 2020, cannot be counted. **The ballot must be properly signed, and all pages of the ballot must be mailed to:**

Trustee Election
David Reagan, Secretary of the Board
P.O. Box 149194
Austin, Texas 78714-9194

If the ballot is not signed, it will not be counted.

PLACE 1

☐ **Robert T. Herrera** (Incumbent). City Manager, City of Cibolo (Region 7) since 2012. Mr. Herrera served as City Manager of Hondo, Texas from 2003 to 2012 and as City Manager of La Porte from 1986 to 2002. He has served other Texas cities, including management positions with the cities of San Marcos, Missouri City, and Woodway. Mr. Herrera has been a Board member of the TML Intergovernmental Risk Pool since 1993 and has served as Chair and Vice Chair of the Board. He also served as Chair of the Finance-Information Technology Committee and the Underwriting-Claims Committee of the TML Intergovernmental Risk Pool.

WRITE IN CANDIDATE:

_____

PLACE 2

☐ **Chris Armacost.** City Commissioner for the City of Hitchcock (Region 14). Mr. Armacost is Director of Technology, Transportation, Facilities, and Operations for the Hitchcock Independent School District. He serves on the Hitchcock Education Foundation and Hitchcock Chamber of Commerce. He is the president of the Hitchcock Little League Baseball Association and coached several teams. Mr. Armacort has been awarded the Hitchcock Chamber President Award and the Above and Beyond Citizen Award from the Hitchcock ISD. He has obtained a Certified Municipal Official certification from TML.

☐ **John W. (Buzz) Fullen** (Incumbent). Mayor of the City of Henderson since 2019 and from 2004 to 2012 (Region 15). Mr. Fullen also served as a Commissioner of the Henderson Housing Authority from 2011 to 2019 and is now ex-officio on same. He currently serves on the Henderson Main Street Board (2004–present), Henderson Civic Center Board (2003–present), and the Henderson ETMC Hospital Diabetes Board (2009–present). He has been a Board member of the TML Intergovernmental Risk Pool since 2010, during which time he served as Chair (2018-2020) and Vice Chair (2016-2018).

WRITE IN CANDIDATE:

_____

PLACE 3

☐ **George Hyde.** City Attorney for the City of Watuaga (Region 8). Mr. Hyde is a partner in the law firm Russell Rodriquez Hyde Bullock, LLP, located in Georgetown. He is a member of and holds Merit Certification in Municipal Law from the Texas City Attorneys Association. He has served as City Attorney for ten other cities across Texas, since 2003. He has also served local governments in various public safety positions within Fire Departments, Parks Departments, and Police Departments. During his tenure as a peace officer, Mr. Hyde received the Texas Commission on Law Enforcement Educational Achievement Award for exceeding normal expectations in job performance.

☐ **Roy E. Maynor.** City Alderman, Position 3, for the City of West Columbia (Region 14). He has been an elected official of West Columbia since 2013. Mr. Maynor is a Life Safety Systems Specialist for Vallen Safety Services and a member of Gulf Coast Christian Church. He is also part-owner of Grit Fitness in West Columbia. He and his wife, Rachel, have two children.

☐ **Jeffrey Snyder** (Incumbent). City Manager for the City of Plainview (Region 2). He previously served as the Assistant City Manager for Plainview and as the City Manager for Idalou. Mr. Snyder graduated from West Texas A&M University and obtained a Master of Public Administration from Texas Tech University. He is a member of the International City Management Association (ICMA) and TCMA. He is a graduate of the Public Executive Institute through the University of Texas and is a credentialed manager through ICMA. He has been a Board member of the TML Intergovernmental Risk Pool since 2018 and served on various committees with TML, TCMA and ICMA and as past president of the Panhandle City Management Association.

WRITE IN CANDIDATE:

_____

PLACE 4

☐ **Robert S. Hauck** (Incumbent). City Manager for the City of Tomball (Region 14), a position he has held since April 2018. He began his full-time career in public service with the Los Angeles Police Department in 1988. In 2008, Mr. Hauck retired from the LAPD and joined the City of Tomball, where he has served as Chief of Police, Assistant City Manager, and now City Manager. Mr. Hauck holds a Bachelor of Arts degree in Business Administration, and a Master of Science degree in Management. He has been a Board member of the TML Intergovernmental Risk Pool since 2019. Mr. Hauck and his wife Kathleen have three children – Lauren, Conner, and Madeline.

☐ **Dave Martin**. City Councilmember and current Mayor Pro Tem for the City of Houston (Region 14). Mr. Martin serves as Chair of the City Council Budget and Fiscal Affairs Committee. He previously served on the Humble ISD Board of Trustees and as Secretary/Treasurer of the Board of Directors for the Harris County Houston Sports Authority. Mr. Martin is a Managing Director of Marsh & McLennan Companies, Inc., the largest Global Risk Management firm. Previously he worked for two "Big Four" accounting firms, PricewaterhouseCoopers, LLP and Ernst & Young, LLP.

☐ **Kimberly Meismer**. Executive Director for General Operations for Kerrville (Region 7), overseeing Human Resources, Municipal Court, Public Library, Public Information, the Senior Services Advisory Committee, and the Kerrville Area Youth Leadership Academy. Ms. Meismer has over 23 years of public service, which includes serving Kerrville and La Porte. She is a member of the TCMA, International Public Management Association for Human Resources (IPMA-HR), Society for Human Resource Management (SHRM), and is a former President of the Bay Area Human Resource Management Association. She has a Master's degree in Public Administration and is an IPMA-HR Senior Certified Professional and a SHRM Certified Professional.

☐ **Sean Overeynder.** City Manager for the City of Lamesa, Texas (Region 3). Sean Overeynder began his career in local government administration in August 2014 in Economic Development, working for various public and private organizations. He has held the position of City Manager for the City of Lamesa since March 2020. Prior to becoming the City Manager, he was appointed as the Economic Development Director for the City of Lamesa on August 27, 2018.

WRITE IN CANDIDATE:

_____

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness my hand, this _____ day of _____, 2020.

_____ _____

Signature of Authorized Official Title

_____

Printed Name of Authorized Official

_____

Printed Name of Political Entity