

**City of Lubbock, Texas
Regular City Council Meeting
Thursday, September 24, 2015**

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



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

<http://www.mylubbock.us>

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

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

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

5:15 p.m. -- City Council convenes in open session to consider items 2.-5.5.

1. **Proclamations and Presentations**

- 1. 1. Invocation by Pastor John Wagner, Turning Point Community Church
- 1. 2. Pledges of Allegiance
- 1. 3. Presentation of a special recognition designating October as Breast Cancer awareness month and to encourage participation for the Race for the Cure on October 3, 2015.
- 1. 4. Presentation of a special recognition designating October as Drug and Alcohol Recovery Month.

1. 5. **Board Recognitions:**

Appointments Advisory Board:

Reggie Dial
Efrain Duarte
Alex McAdoo
Andrea Rangel
Serena Stevenson

Citizens Traffic Commission:

Michelle Hunter

Planning and Zoning Commission:

Edwin "Scott" Gloyna

2. **Minutes**

- 2. 1. August 27, 2015 Regular City Council Meeting

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

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

[Public Comments Sign-Up Form](#)

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

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

See the Supplemental Citizen Comment Agenda.

4. **Consent Agenda - Items considered to be routine and enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.**
4. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-O0096 Amendment 32 amending the FY 2014-15 Budget for municipal purposes respecting the Capital Program to establish Capital Improvement Project (CIP) 92425, Park Maintenance Facility; and respecting the General Fund to increase the Transfer to the General Fund Capital Program; providing for filing; and providing for a savings clause.
4. 2. **Resolution - Finance:** Consider a resolution authorizing approval of the Lubbock Emergency Communication District (LECD) Budget for Fiscal Year 2015-16.
4. 3. **Resolution - Public Works Traffic Engineering:** Consider a resolution authorizing the Mayor to execute contract 12527 with the Lubbock Metropolitan Planning Organization (LMPO) for traffic monitoring and reporting services which provides information and crash data to update the LMPO Congestion Management Plan.
4. 4. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2015-O0097 abandoning and closing a temporary drainage and stormwater impoundment easement out of Section 43, Block AK, Lubbock County, Texas, located at 2810 Oakridge Avenue.
4. 5. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2015-O0098 abandoning and closing a temporary garbage service easement and an underground utility easement located in Section 16, Block E-2 also known as lots 69 and 174, Lakeridge Estates of Lubbock, Lubbock County, Texas, easement located at 10005 Savannah Avenue.
4. 6. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2015-O0099 abandoning and closing a drainage easement out of Section 16, Block E-2, Lubbock County, Texas, located at 4509 98th Street.
4. 7. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a temporary drainage easement out of Section 21, Block E-2, Lubbock County, Texas, located north of 125th Street at Flint Avenue.

4. 8. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing an underground utility easement, temporary drainage easement, temporary garbage service easement, pedestrian access easement and an underground sanitary sewer easement located in Valencia Office Park, Wal-Mart Supercenter, Spectra Southwest Lubbock and Monterey Church of Christ, an addition to the City of Lubbock, Lubbock County Texas, which is out of Section 28, Block AK, Lubbock County, Texas, located at 87th Street and Milwaukee Avenue.
4. 9. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Dedication Deed in connection with the platting by the City of Lubbock of Tract A, Pump Station No. 16 an addition to City of Lubbock, located in Section 17, Block B, Lubbock County, Texas, located at 5111 29th Street.
4. 10. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31024841 with Associated Supply Company, Inc. for a 2015 Volvo A250 articulating dump truck.
4. 11. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31024843 with Lubbock Truck Sales, Inc. for a 12-cubic yard dump truck with snow plow and a concrete truck.
4. 12. **Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute purchase order contract 27600008 with Rose Brand Wipers, Inc. to provide theatrical draping replacement at the Lubbock Memorial Civic Center.
4. 13. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12443 with Armko Industries, Inc. of Lubbock, Texas for professional services relating to building envelope evaluations of various facilities, Request for Qualifications (RFQ) 15-12443-MA.
4. 14. **Resolution - Radio Shop:** Consider a resolution authorizing the Mayor to execute contract 12451 with Harris Corporation for radio software and updates.
4. 15. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2015-O00100 amending Chapter 8, Section 8.19.003, of the Code of Ordinances of the City of Lubbock, Texas in regard to the expansion of permitted locations of mobile food vendors; providing a penalty clause; providing a savings clause; and providing for publication.
4. 16. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an amendment to Community Development funding contract 12135 and all related documents with Family Promise of Lubbock through the Emergency Solutions Grant for the Rapid Rehousing Financial Assistance Program.
4. 17. **Resolution - Community Development:** Consider a resolution authorizing the approval of the sale of one Urban Renewal Agency (URA) vacant lot to Terry Humphrey. The lot is located at 2508 Martin Luther King Jr. Boulevard, described as North 125 feet of Lot Thirteen , Block Forty-two, Coronado Addition 15760-42-130 to the City of Lubbock, Lubbock County, Texas.
5. **Regular Agenda**
5. 1. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3263, a request of Hugo Reed and Associates, Inc., for Lubbock Habitat for Humanity, for a zoning change from R-1 to R-1 Specific Use for Garden Homes on 22.9 acres of unplatted land out of Block A, Section 3, 404 North Guava Avenue, south of East Erskine Street, east of North Guava Avenue, and consider an ordinance.

5. 2. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3048-I, a request of McCanton Woods LTD for a zoning change from R-2, A-2, and R-1 Specific Use to A-3 Specific Use for student housing on Tract 20, Overton Park Addition, 1901 7th Street, and consider an ordinance.
5. 3. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3264, a request of Wooden Law Firm, P.C., for Verizon Wireless, for a zoning change from T to T Specific Use for a telecommunications tower on 3.5 acres of unplatted land out of Block AK, Section 35, 6628 66th Street, and consider an ordinance.
5. 4. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3096-D, a request of Hugo Reed and Associates, Inc., for Abbey Glen Partners, LLC, for a zoning change from R-1 Specific Use to R-1 Specific Use for reduced setbacks from 20 feet to 15 feet front setback on 88.4 acres of unplatted land out of Block E2, Section 25, 5402 114th Street, and consider an ordinance.
5. 5. **Board Appointments - City Secretary:** Consider one appointment to the Airport Board, two appointments to the Animal Services Advisory Board, seven appointments to the Annexation and Growth Advisory Committee, one appointment to the Board of Health, one appointment to the Civic Lubbock, Inc. Board of Directors, three appointments to the Lubbock Economic Development Alliance Board of Directors, one appointment to the Lubbock Water Advisory Commission, three appointments to the Market Lubbock, Inc. Board of Directors and two appointments to the Quincy Park Public Improvement District Advisory Board.

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
August 27, 2015
1:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 27th of August, 2015, in City Council Conference Room 103, City Hall, 1625 13th Street, Lubbock, Texas at 1:30 p. m.

1:30 P.M. CITY COUNCIL CONVENED

City Council Conference Room 103, 1625 13th Street, Lubbock, Texas

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

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

- *1.1; Executive Session; 3.1-3.3; Citizen Comments 4.1-4.6; Citizen Comments (Sign-Ups) 4.7; 5.1; 6.1.1-6.1.2; 6.1.4-6.10; 6.13; 6.15; 6.17-6.18; 6.21-6.22; 6.24-6.25; 6.1; 6.1.3; 6.11-6.12; 6.14; 6.16; 6.19-6.20; 6.23; 7.1-7.14; 7.16; and 7.15.*
- *Item 6.26 was deleted.*
- *Items 7.7 and 7.8 failed.*

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

1. 1. Presentation and discussion by the Annexation and Growth Advisory Committee on the Committee's findings and recommendations in its Annexation and Growth Policy Report.

Terry Holeman, Chair of the Annexation and Growth Advisory Committee, gave a presentation and answered questions from City Council.

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

Consensus form City Council to have two agenda items placed on the September 10, 2015 Regular City Council Meeting:

1. An action item to adopt the plan as presented to City Council.

2. An action item proposing to remove the City Council liaison to the committee and to make this committee a permanent board.

2. Executive Session

The meeting recessed at 2:07 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:15 p.m.

2. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551.
 2. 1. 1. Beck Steel, Inc. and John C. Beck v. City of Lubbock, Texas, et al., Cause No. 2015-516,881, in the 237th District Court of Lubbock County, Texas.
 2. 1. 2. Lubbock Police Department probationary officer selection procedure and practice.
 2. 1. 3. Discuss the terms and provisions of the Commitment Agreement with the College Baseball Foundation.
 2. 1. 4. Purchase Power Agreement
2. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
 2. 2. 1. Avenue O and 5th Street between Marsha Sharp Freeway and Mac Davis Lane.
 2. 2. 2. The Civic Center parking lot at Avenue O and Mac Davis Lane.
2. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.
 2. 3. 1. City Attorney
 2. 3. 2. City Manager
 2. 3. 3. City Secretary
 2. 3. 4. Police Chief
2. 4. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described hereinabove.

2. 4. 1. Report by the Lubbock Economic Development Alliance.
2. 5. 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 Permit and License Appeal Board, and the Planning and Zoning Commission.

3. Proclamations and Presentations

3. 1. Invocation by Pastor Ryan Smallwood, Aldersgate United Methodist Church
Pastor Ryan Smallwood, Aldersgate United Methodist Church, led the invocation.

3. 2. Pledges of Allegiance

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

3. 3. **Board Recognitions:** Presented by Mayor Pro Tem Jim Gerlt

Building Board of Appeals:
Dale Parsley (unable to attend)

Civic Lubbock, Inc. Board of Directors:
Grace Garza
Peter Hur (unable to attend)

Planning and Zoning Commission:
Eddie Harris

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

4. 1. Maurice Stanley will appear before the City Council to discuss the tax rate.

Maurice Stanley appeared before the City Council to speak in favor of raising the tax rate to adequately supplement maintenance costs.

4. 2. David H. Spears will appear before the City Council to discuss the homelessness problem and tobacco shops in residential neighborhoods; 28th Street and Avenue Q in particular.

David H. Spears appeared before the City Council to discuss his concerns regarding the safety of the neighborhood near 28th Street and Avenue Q.

4. 3. Deanne Clark will appear before the City Council to discuss FY 2015-16 Proposed Budget.

Deanne Clark appeared before the City Council to speak in opposition of raising taxes.

4. 4. Carol Meek will appear before the City Council to discuss public banking regarding growing national interest and benefits to municipalities.

Carol Meek did not appear.

4. 5. Paul R. Goebel will appear before the City Council to discuss agenda item 7.14 concerning rolling mobile billboards.

Paul R. Goebel appeared before the City Council to speak in opposition of item 7.14 (Mobile Billboards).

4. 6. James "Elliott" Getz will appear before the City Council to discuss building codes around Texas Tech and the process of how the City pays for the paving of new roads on the outskirts and newly annexed parts of the City.

James "Elliott" Getz appeared before the City Council to discuss building codes and the cost associated with paving new roads in newly annexed areas of the City.

4. 7. Sign-ups:

- Joe McKay and Maggie Trejo appeared before the City Council to speak in opposition of item 7.14 (Mobile Billboards).
- Judy Sandlin appeared before the City Council to speak on item 7.14 (Mobile Billboards), in favor of item 7.1 (Budget), in favor of item 7.15 (Appointment of Police Chief), and in agreement with item 4.2 (issues in neighborhood located near 28th Street and Avenue Q).

5. Minutes

5. 1. July 23, 2015 Regular City Council Meeting
July 24, 2015 Special City Council Meeting (Budget)
July 31, 2015 Special City Council Meeting (Junior Ambassadors)
August 6, 2015 Special City Council Meeting (Budget)

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve the July 23, 2015 Regular City Council Meeting minutes, the July 24, 2015 Special City Council Meeting (Budget) minutes, the July 31, 2015 Special City Council Meeting (Junior Ambassadors) minutes, and the August 6, 2015 Special City Council Meeting (Budget) minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to approve items 6.1.1-6.1.2; 6.1.4-6.1.10; 6.1.13; 6.1.15; 6.1.17-6.1.18; 6.2.1-6.2.2; and 6.2.4-6.2.5.

Vote: 7 - 0 Motion carried

- 6. 1. Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0077, Amendment 29, amending the FY 2014-15 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for the Immunization Branch - Locals Grant, the Texas Department of Transportation for the Selective Traffic Enforcement Program (STEP) Comprehensive Grant and the Safety City - Teaching Kids to be Street Smart Grant, the Texas Department of Housing and Community Affairs for the Community Services Block Grant and respecting the General Fund to increase the transfer to the Grant Fund and reduce the Police Department Operating Budget, providing for filing and providing for a savings clause.

The question was divided.

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to approve sections 1-3 of Ordinance No. 2015-O0077.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve section 4 of Ordinance No. 2015-O0077.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

- 6. 1. 1. Resolution - Health:** Resolution No. 2015-R0256 authorizing and directing the Mayor to ratify the signature of the City Manager on behalf of the City of Lubbock Contract 2015-001284 (Amendment 2) and any associated documents with the State of Texas acting by and through its Department of State Health Services (DSHS).
- 6. 1. 2. Resolution - Parks and Recreation:** Resolution No. 2015-R0257 authorizing the Mayor to execute an agreement with the Texas Department of Transportation for the Texas Traffic Safety Program "Teaching Kids to Be Street Smart" grant for bicycle, car, pedestrian and other safety related programs at Safety City.
- 6. 1. 3. Resolution - Community Development:** Resolution No. 2015-R0269 authorizing the Mayor to execute Amendment 2 to contract 11730 and all related documents with the City of Lubbock and Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Resolution No. 2015-R0269.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

6. 1. 4. **Resolution - Police:** Resolution No. 2015-R0258 authorizing the Mayor to execute contract 12466 for and on behalf of the City of Lubbock a \$61,008 State administered, Federally funded, grant agreement for the FY 2015-16 STEP Comprehensive Texas Traffic Safety Grant Program.
6. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0078, Amendment 30, amending the FY 2014-15 Budget for municipal purposes respecting the Criminal Investigation Special Revenue Fund, providing for filing and providing for a savings clause.
6. 3. **Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0079 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point Public Improvement District (PID); approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2015-16.
6. 4. **Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0081 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park Public Improvement District (PID); approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2015-16.
6. 5. **Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0080 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton Public Improvement District (PID); approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2015-16.
6. 6. **Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0082 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia Public Improvement District (PID); approving, adopting, and filing with the City Secretary the Assessment Roll; closing the hearing and levying assessments based on the Service Plan for the cost of certain services and/or improvements to be provided in the PID during FY 2015-16.
6. 7. **Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0083 supplementing Ordinance No. 2007-O0058, 2008-O0079, 2009-O0090, 2010-O0075, 2011-O0082, 2012-O0104, 2013-O0091, and 2014-O0107 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to Provide Public Improvements for the District.

6. 8. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2015-00084 amending the FY 2014-15 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92371, Runway 17R/35L Construction Phase III; respecting the Airport Fund to amend operating revenues and expenses; providing for filing; and providing for a savings clause.
6. 9. **Resolution - Accounting:** Resolution No. 2015-R0259 authorizing the Mayor to execute contract 12384 with Wells Fargo Bank, N.A. for bank depository services, RFP 15-12384-MA.
6. 10. **Resolution - Aviation:** Resolution No. 2015-R0260 authorizing the Mayor to accept a Federal Aviation Administration (FAA) Grant Agreement for up to \$21,007,820 to fund LBB Runway 17R/35L Phase II Improvement Project.
6. 11. **Resolution – Police:** Resolution No. 2015-R0270 authorizing the Mayor to execute an Amendment to the Memorandum of Understanding (MOU) with Lubbock County regarding the division of the local allocation from the United States Department of Justice for the FY 2015 Justice Assistance Grant (JAG) Program.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Resolution No. 2015-R0270.

Vote: 7 - 0 Motion carried

6. 12. **Resolution - Public Works:** Resolution No. 2015-R0271 authorizing the Mayor to execute contract 12397 with Utility Contractors of America, Inc. of Lubbock, Texas for the construction of the two-inch Water Line Change Out Phase 3, RFP 15-12397MA.

Wood Franklin, City Engineer, gave comments and answered questions from City Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to approve Resolution No. 2015-R0271.

Vote: 7 - 0 Motion carried

6. 13. **Resolution – Public Works Engineering:** Resolution No. 2015-R0261 authorizing the City Council to reject all bids on contract 12359 for Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Phase I.
6. 14. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2015-00085 abandoning and closing a 3,123.06 square foot tract of land (alley) out of Block 2, Dupree Addition, Lubbock County, Texas located at 1916 Texas Avenue.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-00085.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (RECUSE)

6. 15. **Resolution - Right-of-Way:** Resolution No. 2015-R0262 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Richard B. Wiesen and wife, Patricia Wiesen regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 14, Block A, Lubbock County, Texas.
6. 16. **Resolution - Right-of-Way:** Resolution No. 2015-R0272 authorizing the Mayor to execute a Dedicatory Certificate in connection with the platting by the City of Lubbock Tracts A and B Fire Station No. 1 an Addition to the City of Lubbock, Lubbock County, located at 1906 Texas Avenue.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Resolution No. 2015-R0272.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (RECUSE)

6. 17. **Resolution - Traffic Engineering:** Resolution No. 2015-R0263 authorizing the Mayor to execute contract 12445 with ITS Plus, Inc. for Video Imaging Vehicle Detection Systems (VIVDS), ITB 15-12445-SS.
6. 18. **Resolution - Civic Center:** Resolution No. 2015-R0264 authorizing the Mayor to execute Amendment 1 to contract 11268 between the City of Lubbock and BSA Consulting Engineers, PLLC for additional services for renovations to the Lubbock Memorial Civic Center.
6. 19. **Resolution - Information Technology:** Resolution No. 2015-R0273 authorizing the Mayor to execute purchase order contract 10014949 with Dell Marketing LP for the purchase of rugged tablets and mounting hardware for the new Police Department fleet purchase.

Mark Yearwood, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to approve Resolution No. 2015-R0273.

Vote: 7 - 0 Motion carried

6. 20. **Resolution - Information Technology:** Resolution No. 2015-R0274 authorizing the Mayor to execute purchase order contract 33000646 with Dell Marketing LP for the purchase of rugged tablets and mounting hardware for replacement of the Police Department's E6400 XFR rugged laptops.

Mark Yearwood, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve Resolution No. 2015-R0274.

Vote: 7 - 0 Motion carried

6. 21. **Resolution - GIS and Data Services:** Resolution No. 2015-R0265 authorizing the Mayor to execute contract 12487 with the Lubbock Metropolitan Planning Organization (LMPO) for GIS data and services.
6. 22. **Resolution - Citibus:** Resolution No. 2015-R0266 authorizing the Mayor to execute contract 12479 with AT&T Global Services for an embedded CM G430/S8300 phone system.
6. 23. **Resolution - Citibus:** Resolution No. 2015-R0275 authorizing the Mayor to execute a contract, TxDOT Project: URB 1601 (05), with the Texas Department of Transportation (TxDOT) for operating assistance.

Maurice Pearl, Citibus General Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to approve Resolution No. 2015-R0275.

Vote: 7 - 0 Motion carried

6. 24. **Resolution - Community Development:** Resolution No. 2015-R0267 authorizing the City Council to approve the sale of two Urban Renewal Agency (URA) vacant lots to 444 Real Estate, LLC/Chad Merchant. The lots are located at 2512 and 2514 Martin Luther King Jr. Boulevard, described as Lot 13, Block 42, Coronado Addition to the City of Lubbock, Lubbock County, Texas.
6. 25. **Resolution - Community Development:** Resolution No. 2015-R0268 authorizing the Mayor to execute an agreement, and all related documents, between the City of Lubbock Community Development Department and the Alcoholic Recovery Center (ARC) to utilize funds from U. S. Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant (ESG).
6. 26. **Resolution - Economic Development:** Consider a resolution approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to Bayer CropScience for economic development purposes.

This item was deleted.

7. Regular Agenda

7. 1. **Public Hearing 5:30 p.m. - Finance:** Hold a public hearing on a tax rate of \$0.56573 per \$100 valuation that has been proposed for adoption by the governing body of the City of Lubbock. This rate exceeds the lower of the effective or rollback rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

Public Hearing only.

Mayor Robertson opened the public hearing at 6:05 p.m.

Ysidro Gutierrez appeared to speak in opposition.

Judy Sandlin and Terry Holeman appeared to speak in favor.

Mayor Robertson closed the public hearing at 6:13 p.m. and made the following announcement:

"The City Council will vote on the tax rate at the September 10, 2015 Regular City Council Meeting that will be held in the City Council Chambers, 1625 13th Street, Lubbock, Texas beginning at 5:15 p.m."

- 7. 2. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0086, for Zone Case 3259, a request of Alejandra Robles, for ADC Inc., for a zoning change from T to C-3 on 2.69 acres of unplatted land out of Block E-2, Section 16, 10609 Slide Road.

Dennis Carrizales, Senior Planner, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 6:13 p.m.

No one appeared to speak in opposition.

Mitchell Anderson appeared to speak in favor.

Mayor Robertson closed the public hearing at 6:15 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0086.

Vote: 5 - 2 Motion carried

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy

- 7. 3. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0087, for Zone Case 3245-A, a request of AMD Engineering, LLC, for Dr. Jewell Davis, for a zoning change from T to GO on 3.529 acres of unplatted land out of Block E-2, Section 17, 4109 112th Street.

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

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:18 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0087.

Vote: 7 - 0 Motion carried

7. 4. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0088, for Zone Case 2278-D, a request of James H. Dirks, for W.W. Butler J. Trust No. 1, for a zoning change from C-2 to C-2 Specific Use for a veterinary clinic on .0573 acres on Lot 1, Butler 98th and Slide Addition, 5212 98th Street.

Dennis Carrizales, Senior Planner, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 6:19 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:19 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0088.

Vote: 7 - 0 Motion carried

7. 5. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0089, for Zone Case 3258, a request of Ray Pringle for a zoning change from T to C-3 on 1.5 acres of unplatted land out of Block AK, Section 20, 12102 and 12016 Frankford Avenue.

Mayor Robertson opened the public hearing at 6:20 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:20 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0089.

Vote: 7 - 0 Motion carried

7. 6. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0090, for Zone Case 3260, a request of Mr. Charles Shears for SDI Realty, for Stephen Pitts, Linda Pitts Roberts, Larry Pitts, Laura Pitts Taylor, for a zoning change from T to C-3 on 9.014 acres of unplatted land out of Block E-2, Section 22, 11601 Quaker Avenue.

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

Mayor Robertson opened the public hearing at 6:21 p.m.

No one appeared to speak in opposition.

Matt Cox, with Kimley-Horn and Associates; and John Keen, with Academy Sports and Outdoors, appeared to speak in favor.

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-00090, subject to the following conditions:

- 1) delay construction of the south wall until further development occurs to the south; and
- 2) adopting the new site plan as presented.

Vote: 5 - 2 Motion carried

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy

7. 7. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3261, a request of Ben Lack, for CAB 115, LLC., for a zoning change from R-1 to R-2 Specific Use to reduce the minimum lot size for a duplex on Lots 1 and 2, Block 17, Hillcrest Addition, 4805 38th Street, and consider an ordinance.

This item failed.

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

Mayor Robertson opened the public hearing at 6:33 p.m.

Jaime Todd appeared to speak in opposition.

Ben Lack and Shane Dove appeared to speak in favor.

Mayor Robertson closed the public hearing at 6:40 p.m.

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve this item.

Vote: 3 - 4 Failed

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Jim Gerlt
Council Member Victor Hernandez
Council Member Latrelle Joy

7. 8. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3262, a request of Ben Lack, for CAB 115, LLC., for a zoning change from R-1 to R-2, west 1/2 of Lot 3, Block 17, Hillcrest Addition, 4811 38th Street, and consider an ordinance.

This item failed.

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

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

Jaime Todd appeared to speak in opposition.

Ben Lack appeared to speak in favor.

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

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve this item.

Vote: 2 - 5 Failed

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Jim Gerlt
Council Member Karen Gibson
Council Member Victor Hernandez
Council Member Latrelle Joy

- 7. 9. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0091, for Zone Case 2995-R, a request of Dr. Jewell Ginter, for Ginter Eye Care Center, for a zoning change from GO to AM on Tract A, Double J Addition, 6301 and 6305 79th Street.

Mayor Robertson opened the public hearing at 6:55 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:55 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0091.

Vote: 7 - 0 Motion carried

- 7. 10. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0092, for Zone Case 3236-A, a request of Vince Huebinger, for SWCWC/Sprint Spectrum, for a zoning change from IHC to IHC Specific Use for a temporary telecommunications tower on .234 acres of unplatted land out of Block A, Section 20, 2553 Santa Fe Drive.

Dennis Carrizales, Senior Planner, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 6:56 p.m.

No one appeared to speak in opposition.

Vince Huebinger with SWCWC/Sprint Spectrum appeared to speak in favor.

Mayor Robertson closed the public hearing at 6:56 p.m.

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2015-O0092.

Vote: 7 - 0 Motion carried

7. 11. **Resolution - Planning:** Resolution No. 2015-R0276 approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 2407 9th Street, Suite 300, for an alcoholic beverage permit.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Resolution No. 2015-R0276.

Vote: 6 - 1 Motion carried

NAY: Mayor Pro Tem Jim Gerlt

7. 12. **Resolution - Planning:** Resolution No. 2015-R0277 approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 7722 Milwaukee Avenue, for an alcoholic beverage permit.

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

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Resolution No. 2015-R0277.

Vote: 5 - 2 Motion carried

NAY: Mayor Pro Tem Jim Gerlt
Council Member Latrelle Joy

7. 13. **Resolution - Planning:** Resolution No. 2015-R0278 approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 7638 82nd Street, for an alcoholic beverage permit.

Andrew Paxton, Director of Planning; and Kendall Howard, with Buffalo Wild Wings, gave comments and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Karen Gibson to approve Resolution No. 2015-R0278.

Vote: 6 - 1 Motion carried

NAY: Council Member Latrelle Joy

7. 14. **Ordinance 1st Reading - Mayor:** Ordinance No. 2015-O0093 amending Chapter 8, "Businesses and Amusements" of the Code of Ordinances of the City of Lubbock, Texas, by adding Article 8.20, "Mobile Billboards", to allow mobile billboards the use of the public right-of-way; providing a penalty; providing a saving clause and providing for publication.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0093.

Vote: 5 - 2 Motion carried

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy

7. 15. **Resolution - City Manager:** Resolution No. 2015-R0279 approving and confirming the City Manager's appointment of a Police Chief for the City of Lubbock.

Greg Stevens, Chief of Police, gave comments and thanked the Mayor and City Council.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Resolution No. 2015-R0279.

Vote: 7 - 0 Motion carried

7. 16. **Board Appointments - City Secretary:** Consider nine appointments to the Appointments Advisory Board, one appointment to the Citizens Traffic Commission, three appointments to the Permit and License Appeal Board, and one appointment to the Planning and Zoning Commission.

Appointments Advisory Board:

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to appoint Efrain Duarte to replace Grace Garza.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to appoint Serena Stevenson to replace L.V. Andrews.

Vote: 7 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to reappoint Nick Atwood.

Vote: 7 - 0 Motion carried

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Alex McAdoo to replace Indu Bilimoria.

Vote: 7 - 0 Motion carried

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to reappoint Eddie Harris.

Vote: 7 - 0 Motion carried

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to reappoint Judith Keller.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to appoint Reggie Dial to replace Lynn McClendon.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to reappoint Jake Seideman.

Vote: 7 - 0 Motion carried

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Andrea Rangel to replace Jon Stephens.

Vote: 7 - 0 Motion carried

Citizens Traffic Commission: Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to appoint Michelle Hunter to replace Rebecca Ramirez.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

Permit and License Appeal Board: Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to reappoint Bill Bates, Karen Peoples, and Marcus Wooley.

Vote: 7 - 0 Motion carried

Planning and Zoning Commission: Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Jim Gerlt to appoint Edwin "Scott" Gloyna to replace Tommy Turner.

Vote: 7 - 0 Motion carried

7:41 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary





Regular City Council Meeting

4. 1.

Meeting Date: 09/24/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2015-O0096 Amendment 32 amending the FY 2014-15 Budget for municipal purposes respecting the Capital Program to establish Capital Improvement Project (CIP) 92425, Park Maintenance Facility; and respecting the General Fund to increase the Transfer to the General Fund Capital Program; providing for filing; and providing for a savings clause.

Item Summary

On September 10, 2015, the City Council approved the first reading of the ordinance.

- I. Establish Capital Improvement Project 92425, Park Maintenance Facility, and appropriate funding in the amount of \$600,000, to provide for the purchase and renovation of the former Texas Department of Transportation Facility on Municipal Hill. Funding will be from General Fund fund balance. This project will purchase the former Texas Department of Transportation facility on Municipal Hill and renovate it for the new Park Maintenance Shop to replace the existing facility that is in very poor condition.

- II. Increase the General Fund Transfer to the General Fund Capital Program by \$600,000, from \$2,078,820 to \$2,678,820.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

[Ordinance - Budget Amendment 32](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO ESTABLISH CAPITAL IMPROVEMENT PROJECT (CIP) 92425, PARK MAINTENANCE FACILITY; AND RESPECTING THE GENERAL FUND TO INCREASE THE TRANSFER TO THE GENERAL FUND CAPITAL PROGRAM; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2014-15 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 2014-15 (Budget Amendment #32) for municipal purposes, as follows:

- I. Establish Capital Improvement Project 92425, Park Maintenance Facility, and appropriate funding in the amount of \$600,000, to provide for the purchase and renovation of the former Texas Department of Transportation Facility on Municipal Hill.
- II. Increase the General Fund Transfer to the General Fund Capital Program by \$600,000, from \$2,078,820 to \$2,678,820.

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney



Regular City Council Meeting

4. 2.

Meeting Date: 09/24/2015

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing approval of the Lubbock Emergency Communication District (LECD) Budget for Fiscal Year 2015-16.

Item Summary

LECD is required to submit the annual budget for approval to the governing bodies within the boundaries of the district. As authorized by the Texas Health and Safety Code Section 772.301 through 772.329, the LECD Board of Managers approved the LECD proposed FY 2015-16 budget, and the service fee will remain at 2.08% of the base telephone rate. It is the opinion of the LECD Board of Managers that the proposed FY 2015-16 budget represents a fair and prudent financial plan to accomplish the LECD mission of providing enhanced 9-1-1 service to Lubbock County citizens.

Fiscal Impact

None.

Staff/Board Recommending

Cherly Brock, Executive Director of Budget
Lubbock Emergency Communication District Board of Managers

Attachments

[LECD Resolution](#)

[LECD FY 2015-16 Proposed Budget](#)

RESOLUTION

WHEREAS, under the authority of Texas Health and Safety Code Section 772.301 through 772.329, Lubbock County voters approved in a Lubbock County election, April 5, 1986, the creation of the Lubbock Emergency Communication District; and

WHEREAS, the Lubbock Emergency Communication District Board of Managers approved a proposed budget for FY 2015/2016 acting under the authority of Texas Health and Safety Code Section 772.301 through 772.329; NOW THEREFORE:

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

THAT the Lubbock City Council hereby approves the Lubbock Emergency Communication District Proposed Budget for Fiscal Year 2015/2016. Said Budget is attached hereto and incorporated as if fully set forth herein.

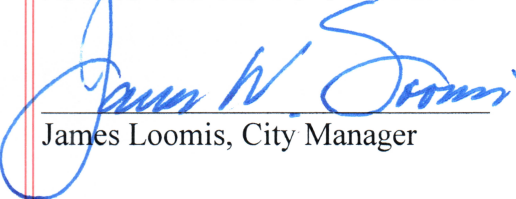
Passed by the Lubbock City Council this _____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



James Loomis, City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

Reso.LECD-FY15-16



**PROPOSED
BUDGET
FISCAL YEAR 2015-2016**

LUBBOCK EMERGENCY COMMUNICATION DISTRICT

*“...to provide the best possible, trouble free 9-1-1 network
for the citizens we serve...”*

LUBBOCK EMERGENCY COMMUNICATION DISTRICT		
PROPOSED FY 2015-2016 BUDGET		
ITEM	TOTAL BUDGET 2014-2015	TOTAL BUDGET 2015-2016
REVENUE		
Service Fee		\$2,695,023
Interest		\$3,650
TOTAL PROJECTED REVENUE		\$2,698,673
OPERATING EXPENSE		
SALARY/EMPLOYEE EXPENSE		
Salaries - Full Time	\$675,600	\$709,100
Salaries - Part Time	\$2,500	\$2,500
Retirement Expense	\$80,000	\$89,500
Insurance Benefit	\$115,000	\$118,500
Workers' Compensation	\$4,500	\$4,500
Unemployment	\$4,500	\$4,500
FICA Tax	\$57,000	\$62,000
Payroll Service	\$1,500	\$2,700
Employment Expense	\$3,000	\$3,000
Other Benefits	\$70,000	\$75,000
TOTAL SALARY/EMPLOYEE EXPENSE	\$1,013,600	\$1,071,300
OFFICE EXPENSE		
Office/Operating Supplies	\$2,300	\$2,700
Other Supplies	\$3,900	\$4,000
Educational Supplies	\$800	\$500
Postage	\$1,000	\$1,000
Mapping Supplies	\$400	\$400
Printing	\$1,200	\$1,000
TOTAL OFFICE EXPENSE	\$9,600	\$9,600
OFFICE EQUIPMENT MAINTENANCE		
Office/Communication Equipment Maintenance	\$1,300	\$900
Computer Equipment Maintenance	\$4,450	\$9,400
Tools & Equipment	\$600	\$300
Rent/Lease Machinery	\$2,400	\$2,400
TOTAL OFFICE EQUIPMENT MAINTENANCE	\$8,750	\$13,000
BUILDING SERVICES/MAINTENANCE		
Contract Services	\$0	\$17,000
Maintenance/Repair	\$500	\$14,850
Utilities	\$0	\$34,500
Building Tools/ Supplies	\$0	\$3,200
Building Insurance	\$0	\$9,500
Rent/Lease Facilities	\$53,100	\$10,300
TOTAL BUILDING SERVICES/MAINTENANCE	\$53,600	\$89,350
OTHER SERVICES/EXPENSE		
Texas 9-1-1 Alliance	\$17,100	\$18,900
Legal Services	\$6,000	\$6,100
Accounting Services	\$10,100	\$11,000
Public Education	\$19,500	\$19,500
Professional Services	\$2,100	\$1,600
Communication Services	\$5,950	\$6,200
Professional Dues and Memberships	\$4,100	\$4,100
Travel	\$29,800	\$31,700
Training	\$7,700	\$7,700
Liability/Property Insurance	\$10,000	\$10,460
Vehicle Expense	\$13,800	\$13,800
TOTAL OTHER SERVICES/EXPENSE	\$126,150	\$131,060

LUBBOCK EMERGENCY COMMUNICATION DISTRICT		
PROPOSED FY 2015-2016 BUDGET		
ITEM	TOTAL BUDGET 2014-2015	TOTAL BUDGET 2015-2016
CAPITAL		
Office Furniture	\$500	\$500
Communication Equipment	\$1,000	\$1,000
Computer Equipment	\$500	\$1,000
TOTAL CAPITAL	\$2,000	\$2,500
TOTAL DISTRICT OPERATIONS		
	\$1,213,700	\$1,316,810
Equipment Replacement-LECD	\$5,150	\$103,440
Equipment Replacement Fund-LECD	\$25,050	\$18,075
PSAP SUPPORT EXPENSE		
OTHER PSAP SUPPORT		
Recurring Charges	\$496,800	\$434,550
Maintenance Charges	\$213,950	\$287,600
CPE Technician	\$22,700	\$55,500
Telecommunicator Training/Travel	\$21,900	\$22,400
Catastrophic Contingency	\$100,000	\$150,000
PSAP Emergency Response Support	\$8,000	\$12,000
Intergovernmental Aerial Mapping	\$5,000	\$5,000
PSAP Communication Services	\$6,200	\$7,000
Capital Equipment - PSAP	\$0	\$24,000
Equipment Replacement - PSAP	\$0	\$159,900
Equipment Replacement Fund - PSAP	\$0	\$430,000
TOTAL OTHER PSAP SUPPORT	\$874,550	\$1,587,950
PROJECTS		
Wireless Implementation	\$50,000	\$50,000
Next Generation\Emerging Technologies	\$175,000	\$175,000
PSAP Grant Program	\$100,000	\$100,000
District Facility Project	\$4,000,000	\$705,000
Facility Relocation Project	\$25,000	\$0
TOTAL PROJECTS	\$4,350,000	\$1,030,000
TOTAL PSAP SUPPORT		
	\$5,224,550	\$2,617,950
TOTAL	\$6,468,450	\$4,056,275

LUBBOCK EMERGENCY COMMUNICATION DISTRICT
FY 2015-2016 PROPOSED BUDGET

AGENCY OVERVIEW

Background

The creation of the Lubbock Emergency Communication District (LECD) was approved by an overwhelming vote of the public in 1986. Authority to create the District was provided in Vernon's Texas Civil Statute 1432e. It was later codified in Texas Health and Safety Code Section 772.301 through 772.329, the Emergency Telephone Number Act for cities with population over 20,000.

The District's mission upon creation was to establish 9-1-1 as the primary phone number to be used in an emergency in Lubbock County and the Emergency Telephone Network associated to provide the Enhanced 9-1-1 service. All political subdivisions within Lubbock County assisted in this mission by establishing eight (8) Public Safety Answering Points (PSAPs) to receive emergency 9-1-1 calls. Our mission continues, but now in a different form.

"The mission of the Lubbock Emergency Communication District is to provide the best possible, trouble free network for the citizens we serve to access emergency services by dialing 9-1-1; to provide the best tools (equipment and information) to each service provider agency that will enhance their ability to provide public safety services; and to educate the public on the effective and appropriate use of the 9-1-1 network."

The City of Plainview joined the Lubbock Emergency Communication District through an interlocal agreement in January 1989.

A six member Board of Managers oversees the Lubbock Emergency Communication District. Two appointments to the Board are made by the City of Lubbock, one by the County of Lubbock, one by the City of Slaton, one at-large appointment made by the other Board Members, and one ex-officio (non-voting) member representing AT&T, the primary telephone service provider in Lubbock County.

Enhanced 9-1-1 operations started within LECD boundaries on January 27, 1989. Since that time, millions of 9-1-1 calls have been handled by the Public Safety Answering Points (PSAPs) supported by LECD. Currently, approximately 82% of all 9-1-1 calls originate from a wireless device.

For a decade, all the major wireless service providers in the District have been providing Wireless E9-1-1 Phase II service. This service provides the telecommunicator with the latitude and longitude of the caller. With the assistance of mapping software, this assists the telecommunicator in locating the caller.

The District continues to be actively involved in the design, development and implementation of NG 9-1-1 (Next Generation 9-1-1) in the state of Texas. NG 9-1-1 changes the architecture of the network allowing better access for current and future

LUBBOCK EMERGENCY COMMUNICATION DISTRICT
FY 2015-2016 PROPOSED BUDGET

communication devices, no matter what platform they use. The slogan "Emergency Help. Anytime, anywhere, any device." sums up the goal of NG 9-1-1. The transition will be more complex than any other transition undertaken to date. While in the past, 9-1-1 networks could be managed as stand-alone systems, the hierarchical network architecture that is the foundation of any NG 9-1-1 system will require cooperation and collaboration at local, regional, state, national and ultimately global levels in degrees not previously experienced.

The PSAPs in the District are connected together on a fully redundant, public safety grade IP network. All 9-1-1 calls within the District now travel over the IP Network, providing the PSAPs with the ability to transfer calls between them without having to go back through the Public Switched Telephone Network (PSTN). This network currently provides the ability to transfer a 9-1-1 call from one to many PSAPs. In the future, the IP network will connect to an Emergency Services Network, which will provide more advanced 9-1-1 call routing capabilities than currently exists.

In April of 2014, LECD began replacing all of the Customer Premise Equipment (CPE) and backroom equipment at the District supported PSAPs. This six month project was a very large undertaking and moved the District to a new host/remote architecture, as well as bringing the District one step closer to full NG 9-1-1 capability. Servers, workstations, monitors and all peripherals were replaced. The last "backroom" equipment upgrade was done in 2007 and the last "front-end" upgrade was done in 2009.

Along with the replacement of the CPE, the management information software was also replaced. Again, this was a move to a new architecture using more of a host/remote system. Data is stored in secure off-site servers and allows our user agencies to access the data through a secure web browser. This product has an easy to use customer interface and provides a flexible reporting platform, allowing PSAP Managers and Supervisors to retrieve statistical data on the performance of their PSAP, Telecommunicators and other metrics.

The Staff of LECD and the Board of Managers are continually looking forward, researching equipment, new technologies, software, techniques and training to assist the public safety telecommunicator in doing a more efficient job of providing emergency help to people calling 9-1-1.

LUBBOCK EMERGENCY COMMUNICATION DISTRICT
FY 2015-2016 PROPOSED BUDGET

Staff

In addition to the Board of Managers, the District has a staff of ten full time positions.

EXECUTIVE DIRECTOR – Has total oversight of the operation of the District. Is responsible to the Board of Managers for carrying out the mission of the District.

OPERATIONS MANAGER – Is in charge of the day-to-day operations of the District, including Human Resources, financial functions, PSAP personnel training, and other responsibilities. Assumes the role of “Acting Executive Director” in the absence of the Executive Director. Is responsible to the Executive Director.

TECHNICAL OPERATIONS MANAGER – Assists the Executive Director in ensuring the efficient functioning and coordination of all aspects of the District, and is also responsible for assisting the Operations Manager in managing the daily operations of the District. Provides technical assistance to District Staff and PSAP personnel on administrative processes. Designs and manages the District websites and database systems. Serves as back-up to the Executive Director and Operations Manager as needed. Is responsible to the Executive Director.

EXECUTIVE ASSISTANT – Provides clerical and general office support to the Executive Staff and other Staff as needed. Responsible for various areas of the operations of the District including accounts payable, financial reporting and contract administration. Serves as back-up to the Operations Manager in all areas of financial responsibility. Reports to the Operations Manager.

ADMINISTRATIVE ASSISTANT – Responsible for answering the telephone and greeting visitors to the LECD office. Coordinates meetings and special events. Monitors supplies and public education materials along with organizing public education events. Assists Staff with travel arrangements. Is responsible to the Operations Manager.

COMPUTER NETWORK TECHNICIAN – Administers the internal computer network, which includes all firewalls, network switches, workstations, laptops and software. Assists Staff in the use of computer programs. Evaluates policies to handle connectivity permissions and other network/operation functions. Plans for the impact of future technologies on the computers used internally by the District. Serves as backup to the CPE Technicians as needed. Is responsible to the Technical Operations Manger.

GIS/ADDRESSING COORDINATOR – Responsible for maintaining a county-wide geographic information system, the Enhanced 9-1-1 database, Master Street Address Guide (MSAG), and assigning addresses for rural Lubbock County. Works closely with developers in the addressing of lots, naming of roads and provision of road name signs. Is responsible to the Technical Operations Manager.

SENIOR CPE TECHNICIAN – Responsible for the repair, maintenance and upgrade of the 9-1-1 call receiving/answering equipment used in the 9-1-1 centers in the District.

LUBBOCK EMERGENCY COMMUNICATION DISTRICT
FY 2015-2016 PROPOSED BUDGET

Troubleshoots and diagnoses problems with 24-hour logging recorders and the IP network including routers, and notifies the proper vendor when network trouble is discovered. Along with implementing new hardware and software at the PSAPS, conducts testing and evaluates usage. Is also responsible for the in-house telephone system. Is responsible to the Executive Director.

CPE TECHNICIAN - Assists the Senior CPE Technician with repair, maintenance and upgrade of 9-1-1 equipment and the District PSAP network. Also assist in the testing of new hardware and software. Is responsible to the Senior CPE Technician.

NETWORK TECHNICIAN - Responsible for the monitoring and configuration of the 9-1-1 IP network and related equipment that provides service to the District-supported PSAPs. Assists with the maintenance of all equipment required for continuous operations of the 9-1-1 system. Provides technical expertise in the research, selection, maintenance, and security of all monitoring software and diagnostic equipment. Is responsible to the Senior CPE Technician.

Responsibilities

9-1-1 SERVICE FEE – LECD is responsible for receiving and tracking service fee revenue from the service providers that provide wireline, wireless or VoIP service within the District. The District collects a service fee on all wireline and VoIP phones within the District, which is currently 2.08% of the AT&T base telephone rate. In addition, each subscriber to a wireless service is assessed a fee of \$0.50 per month by the State of Texas. These fees go to the State and are then distributed to the Districts and Municipal Emergency Communication Districts (Home Rule Cities) based on population.

9-1-1 NETWORK – LECD ensures that both the traditional public switched telephone network (PSTN) and the IP based network that transports the 9-1-1 call are operating properly. This is accomplished by working closely with the telephone companies and other providers of the network to jointly monitor, perform testing and report problems when they occur. Service Level Agreements (SLAs) with the providers of the various portions of the network specify response times to different types of emergencies that may occur. These times may range from within a couple of hours up to eight hours, depending on the type and severity of the trouble. Early detection of problems means early reporting which translates into quicker repair and shorter down time.

CALL TAKER EQUIPMENT – LECD provides the equipment used at each PSAP to receive and answer the 9-1-1 calls. Specialized software is also provided to maintain a record of every 9-1-1 call that comes into the PSAP. LECD ensures that the equipment is working at its peak performance level at all times. The CPE is monitored remotely, not only by LECD, but also by Airbus Communications. This system automatically notifies Airbus of any problems with the CPE 24 hours a day and seven days a week. Upon an alert, Airbus contacts an LECD CPE Technician who then troubleshoots and corrects the problem. LECD maintains and monitors the IP Network that allows all PSAPs to exchange data and transfer 9-1-1 calls with each other. Also through the IP Network, the

LUBBOCK EMERGENCY COMMUNICATION DISTRICT
FY 2015-2016 PROPOSED BUDGET

District maintains a website with user tips, equipment and software operation instructions, electronic equipment trouble reporting, and other reference information.

24-HOUR RECORDERS – Part of the equipment that the District provides to the PSAPs that it supports is logging recorder equipment. This equipment makes a recording of every 9-1-1 call that is handled by the PSAP. Through the use of our CPE Technicians and maintenance contracts with the vendor, the equipment is maintained in peak operating condition. This equipment is also monitored by LECD Staff, and alarms from the equipment generate trouble tickets that go to both LECD and to the equipment vendor.

GIS/ADDRESSING FUNCTIONS - The MSAG (Master Street Address Guide) is the database that is used to determine to which PSAP 9-1-1 calls should be sent. The MSAG is also used to validate telephone subscriber addresses. A new Next Generation version of this database is called the Location Verification Function (LVF). This database incorporates postal and MSAG data, along with GIS data, to make a more robust verification system.

RURAL ADDRESSING – The Lubbock County Commissioners Court appointed LECD as sole addressing authority for all unincorporated areas of Lubbock County. It is the responsibility of LECD to coordinate the provision and use of these addresses with all affected parties. The GIS/Addressing Coordinator uses specialized mapping programs to verify locations.

MAP DEVELOPMENT – The centerline map that has been developed is used by PSAPs to locate the 9-1-1 call graphically on a map display. This takes place with both wireline and wireless calls. The wireless call location appears when the PSAP receives a Wireless Phase II 9-1-1 call. Periodically, LECD publishes Public Safety map data for use by the PSAPs and the field emergency responders. This data is also made available through the LECD website.

STREET SIGNS – In a partnership with Lubbock County, LECD pays for the manufacture of street signs in rural Lubbock County. Lubbock County personnel then place the signs in the proper location. These signs provide direction not only for emergency responders, but also for mail and other delivery services. The creation of an online road sign database provides LECD Staff and County personnel an easy way to order and record the placement of road signs in the County.

SERVICE PROVIDER COMPLIANCE - LECD is responsible for contracting with telephone service providers to ensure they are providing proper 9-1-1 service to their customers that reside within the District. There are around 63 known service providers in the District. This includes Incumbent Local Exchange Carriers (ILECs), Competitive Local Exchange Carriers (CLECs), Wireless Service Providers (WSPs), and Voice over the Internet Service Providers (VSPs). LECD also works with service providers in implementing and testing the latest technology to facilitate in locating callers to 9-1-1 from their respective service.

LUBBOCK EMERGENCY COMMUNICATION DISTRICT
FY 2015-2016 PROPOSED BUDGET

PUBLIC EDUCATION – The District is the primary supplier of educational material and public training programs on the use of 9-1-1. This is becoming even more important as new communication technologies are offered to the public.

TELECOMMUNICATOR TRAINING – This is a benefit to all agencies that operate a PSAP. LECD Staff conducts training classes on Basic 9-1-1, the use of the Vesta call answering workstation along with mapping and call record software, new software that is implemented, and the administration of the Vesta telephone equipment. The District also provides funds so that PSAP personnel can take advantage of numerous training opportunities. LECD also sponsors local classes and web seminars.

PREPARATION AND HOSTING OF MEETINGS – Time is spent each month preparing for a variety of meetings that are hosted by LECD. This includes monthly Board of Managers and User Group meetings, as well as meetings that are held as needed with telephone service providers and agency officials. LECD Staff conducts briefings with legislative contacts on an as needed basis to update them on issues effecting 9-1-1 service in Lubbock County. LECD provides the facility for other PSAP hosted training.

QUARTERLY NEWSLETTER – The Technical Operations Manager serves as the Editor for this newsletter that is published every quarter. Around 200 newsletters are mailed to PSAP personnel, Districts and many other people and businesses in Texas and across the United States.

RESEARCH AND PLANNING – District Staff is continually researching the most advanced technology on the market, determining if it fits the needs of the District and planning for its implementation. This also includes participation in the development of a NG 9-1-1 system for the District, the region and the state of Texas. This network will include database services that will be able to handle enhanced 9-1-1 services for all devices that need to connect to the 9-1-1 network.

LEGISLATION MONITORING - Staff monitors Federal, State and local legislation for issues that may impact the provision of 9-1-1 service to the District. LECD's participation in the Alliance is especially beneficial in that the group is united in this effort.

These are the major items that LECD provides to the participating agencies and the citizens of Lubbock County and the City of Plainview.

LUBBOCK EMERGENCY COMMUNICATION DISTRICT
FY 2015-2016 PROPOSED BUDGET

SIGNIFICANT ACTIVITIES FOR FY 2015-2016

In addition to the routine duties of the District, which involve day-to-day addressing and ensuring the 9-1-1 network is functional and the 9-1-1 call receiving equipment is operating properly, LECD plans to continue working on the following significant activities in this fiscal year.

NEXT GENERATION/EMERGING TECHNOLOGIES

The District continues on the course to NG 9-1-1, Next Generation Technologies. Focus is on data management and accuracy along with network security. The District is already beginning to connect to other Districts to share resources, such as databases. These connections will allow a gradual branching out of connections to other locations as more and more Next Generation services become available.

Location Verification Function

With NG 9-1-1 there will be a gradual move from our standard MSAG (Master Street Address Guide) to a more robust database called the LVF (Location Verification Function). This database takes our standard address assignments and coordinates them with the US Postal Service carrier database. This provides a database that a telephone company, Internet service provider, voice over IP service provider or even a wireless service provider will check to verify the address given to them by a subscriber. In addition, in areas along the borders of the 9-1-1 jurisdiction, this database will help to insure that no duplicates or mismatches exist. This same database will be integrated into the ECRF (Emergency Call Routing Function). The ECRF will eventually be the database that determines to which PSAP the 9-1-1 call should be routed.

Network Security

This is an undertaking that was started several years ago and continues. Effort is being made to ensure that the network is protected as tightly as possible and it complies with NENA (National Emergency Number Association) security standards. This is a continuing concern especially with potential connections to other networks across the state and country.

Text To 9-1-1

In fiscal year 2014-2015, two different methods for Text-to-9-1-1 were implemented. One method uses the existing TDD/TTY functions of the 9-1-1 answering equipment and the antiquated existing 9-1-1 trunking. The other method was through a secure web browser interface using the Internet. This method proved to be the most reliable. In fiscal year 2015-2016 a CPE software upgrade will allow call takers to answer text messages natively in Vesta through a VPN connection to the Text Control Center (TCC).

LUBBOCK EMERGENCY COMMUNICATION DISTRICT
FY 2015-2016 PROPOSED BUDGET

DISTRICT FACILITY PROJECT

With the lease on current office space expiring in 2015, a facility planning and programming study was conducted by Mission Critical Partners and the Schradergroup. During this study many questions were answered, and it was determined that it would be more cost effective to own a facility than to continue leasing. Based on the facility study, the Board of Managers voted to construct a new facility on property located on 43rd Street in Lubbock. Construction commenced in October of 2014. The facility will house all of the District administrative offices. It has a hardened Tier 3 datacenter that will serve the current and future needs of the District as well as having space available for other 9-1-1 entities or service providers to house equipment. This site is foreseen as being a hub for 9-1-1 connectivity and services for the region. Items that will serve the future needs of the District, such as a larger training center that could be used as the District backup PSAP, were included in the design. Projected completion is September 30, 2015.

CPE/NETWORK MAINTENANCE

LECD continues to provide 24 x 7 maintenance on all of the LECD provided equipment directly related to the answering of 9-1-1 calls. With two trained CPE Technicians and a Network Technician, the District is able to respond more rapidly to service disruptions involving District maintained equipment or network. This also reduces the amount of “on-call” time for each technician. Enhanced monitoring of the IP Network is continuing to ensure optimum performance.

TELECOMMUNICATOR TRAINING

LECD will continue to provide local training for telecommunicators. LECD will host seminars on topics that are pertinent to the education of the telecommunicator and suggested by the User Group. These are presented by knowledgeable training consultants and are attended by District public safety personnel. LECD also provides a funding source so that training can be provided to the telecommunicators. The Training Center in the District office, which is a functional PSAP, is used to provide specialized hands-on training for the user on the software and hardware used in the 9-1-1 centers.

USER GROUP MEETINGS

LECD will continue to host User Group Meetings on a monthly basis. Participation has been very good at these meetings, and they will continue. The User Group provides beneficial input and serves as a means of disseminating information, all of which helps LECD accomplish its mission.

PUBLIC EDUCATION

LECD continues to maintain the Public Education Program. This program is designed to educate the public on how to use 9-1-1. The LECD Road Show Team, which consists of

LUBBOCK EMERGENCY COMMUNICATION DISTRICT
FY 2015-2016 PROPOSED BUDGET

members of the 9-1-1 Public Safety community, continues to grow. They participate in events that take place at schools and other community organizations and attend Health and Safety Fairs.

LEGISLATION

The District continues to monitor Federal, State and local legislation for issues that may impact the provision of 9-1-1 service to the District. LECD's participation in the Alliance is especially beneficial in that the group is united in fighting legislation that might be detrimental to 9-1-1 and supporting legislation that removes barriers to the progress of 9-1-1. In Fiscal Year 2014-2015, the District held a Legislative Briefing for local, state and federal legislative people. The District also participated in the 9-1-1 Goes to Washington and the 9-1-1 Goes to Austin events. These provided a chance for 9-1-1 professionals to meet and educate our state and federal representatives and senators. These events are sponsored by the National Emergency Number Association (NENA) and the Texas Chapter of NENA.

SERVICE FEE REVENUE TRACKING

There are many different types of communication carriers providing service within the boundaries of LECD. Monitoring and tracking service fee remittance and adherence to guidelines in providing 9-1-1 service has become even more difficult and must be watched very closely. In FY 2015-2016, the process of ensuring LECD has contracts with service providers and is receiving the 9-1-1 service fee as prescribed by guiding legislation will continue



Regular City Council Meeting

4. 3.

Meeting Date: 09/24/2015

Information

Agenda Item

Resolution - Public Works Traffic Engineering: Consider a resolution authorizing the Mayor to execute contract 12527 with the Lubbock Metropolitan Planning Organization (LMPO) for traffic monitoring and reporting services which provides information and crash data to update the LMPO Congestion Management Plan.

Item Summary

LMPO contracts with the City for services as part of the Unified Transportation Planning Program adopted annually by the Transportation Policy Committee. The Traffic Engineering Department provides the LMPO with Level of Service (LOS) information and crash data to update the Congestion Management Plan required for Federal participation in transportation projects. LOS on the urban roadway system measures operating conditions based on speed, travel time, and the freedom to maneuver within the traffic stream. A spreadsheet and a map of LOS information and a map of the number and location of crashes on City streets are provided as part of this contract. LMPO has approved the contract.

Fiscal Impact

\$7,000 revenue to the General Fund.

Staff/Board Recommending

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

Attachments

Resolution - LMPO

Contract - MPO Annual 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 Consultant Agreement and related documents between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO) to provide Traffic Engineering services to the LMPO for fiscal year 2015-2016. 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 _____ 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


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

APPROVED AS TO FORM:


John C. Grace
Assistant City Attorney

S:\cityatt\CCDOCS\RES.MPO-Traffic Engineering-FY-2015-2016.docx

**LUBBOCK METROPOLITAN PLANNING ORGANIZATION
CONSULTANT CONTRACT**

THE STATE OF TEXAS)(

COUNTY OF LUBBOCK)(KNOW ALL MEN BY THESE PRESENTS

This contract is made, entered and executed between the Lubbock Metropolitan Planning Organization, which is the designated Metropolitan Planning Organization (MPO) of the Lubbock urbanized area & hereinafter called the MPO, and City of Lubbock, hereinafter called the Consultant.

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(s) 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 **Subtask 5.1 of the 2015 – 2016 Unified Planning Work Program**, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the MPO and the Consultant do mutually agree as follows:

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

AGREEMENT

Article 1. Contract Period

This contract becomes effective when fully executed by all parties hereto or on **October 1, 2015**, whichever occurs later, and shall terminate upon the MPO's final approval of work completed by the Consultant or on **September 30, 2016**, whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided.

Article 2. Responsibilities of the Parties

The Consultant shall undertake and complete the task as described in Exhibit A, Scope of Services, and in accordance with all terms and conditions included hereinafter. 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 **Seven Thousand and NO/100 Dollars (\$ 7,000.00)**. 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 Article 3, Compensation. To be eligible for reimbursement, a cost must be incurred within the contract period specified in Article 1 above and be authorized or not prohibited in Exhibit A, Scope of Services. 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 to be provided the MPO as described in Exhibit A 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 MPO and Consultant.

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 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.
6. Total amount of reimbursement sought for the tasks.

Article 3.3 Funding

The parties hereto agree that funds from which payments if any, under this Agreement 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 Consultant with seven (7) days notice thereof, and Consultant shall immediately discontinue all activities in progress pursuant to this Agreement.

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 hereto 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 this contract 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 contract period specified in Article 1.

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. Omitted

Article 8. 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 9. Disputes

The parties hereto shall act in good faith to resolve any and all disputes that may arise in connection with this agreement. 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 10. Noncollusion

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for him/her, to solicit or secure this contract, and that he/she 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. Consultant shall also certify that he/she has not lobbied any federal officer or employee for awarding this contract pursuant to the certification at Appendix B.

Article 11. 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 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 12. 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 contract period and for three 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 13. 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 \$25,000 shall contain all required provisions of this contract.

Article 14. 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 days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this contract 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 hereto, 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 contract period which are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed 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 15. Remedies

Violation or breach of contract terms by the Consultant shall be grounds for termination of the contract.

This agreement 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 16. 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 17. Successors and Assigns

The MPO and the Consultant 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 such other party in respect to all covenants of this agreement. Neither the MPO nor the Consultant shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

Article 18. 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 19. Signatory Warranty

The undersigned signatory for the Consultant hereby represents and warrants that signatory is an officer of the organization for which signatory has executed this contract and that signatory has full and complete authority to enter into this contract on behalf of the firm.

Article 20. Consultant Resources

The Consultant warrants that it presently has adequate qualified personnel in its employment for performance of services required under this contract. Unless otherwise specified, the Consultant shall furnish all equipment, materials, and supplies required to perform the work authorized herein. All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Article 21. 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 22. Nondiscrimination

During the performance of this contract, the Consultant, its assigns and successors in interest, agrees 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 contract 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, and/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 23. 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 24. 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 25. 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 26. 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 27. Buy America/Cargo Preference

To the extent the requirements might apply, the Consultant agrees that he/she 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 through its contract with the MPO. 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 through its contract with the MPO.

Article 28. Independent Contractor

It is understood and agreed that 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 Consultant hereby warrants to the MPO that the Services shall be so performed. Further, Consultant is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Consultant and 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 29. Credit and Disclaimer Statement

Pursuant to requirements of 23 USC Section 104(f), 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 30. Miscellaneous

Any notice required by this Agreement 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.

For MPO:

H. David Jones, Transportation Planning Director
Lubbock Metropolitan Planning Organization

916 Main Street, Suite 531
Lubbock, Texas 79401
Facsimile: (806) 775-1675

w/ copy to:

City Attorney
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3307

For Consultant:

City Secretary
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806-) 775-3983

w/copy to:

L. Wood Franklin, P.E.
Director of Public Works
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3074

Article 31. 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 AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

Article 32. Entire Agreement

This Agreement represents the entire and sole agreement between the MPO and 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 Agreement may not be modified or amended except in writing and duly executed by each party hereto.

Article 33 No Joint Venture

Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Consultant and the MPO.

Article 34 Savings Provision

If any provision of this Agreement 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 Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

Article 35 No Third Party Beneficiaries

Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than MPO and Consultant.

Article 36 Authority

Consultant represents and warrants to MPO that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Consultant to all terms and provisions of this Agreement and that such person possesses authority to execute this Agreement and bind Consultant hereto.

Article 37 Non-Arbitration (Required by the City of Lubbock)

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. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this _____ day of _____, 2015.

MPO

CONSULTANT

Patti Jones, Chair
Transportation Policy Committee

Glen C. Robertson, Mayor
City of Lubbock


ATTEST:

ATTEST:

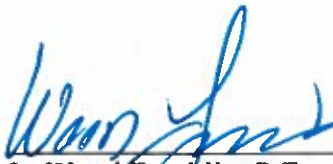
Tammy Walker, MPO Secretary

Becky Garza, City Secretary

AS TO CONTENT:




H. David Jones
MPO Executive Director

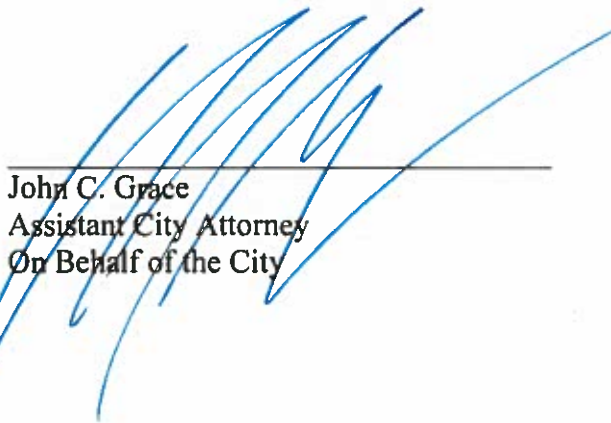


L. Wood Franklin, P.E.,
Director of Public Works

AS TO FORM:



Laura Pratt
Assistant City Attorney
On Behalf of the MPO,
Per MOU



John C. Grace
Assistant City Attorney
On Behalf of the City

**Exhibit A
Scope of Services**

Traffic Engineering Services

The following items shall be included in the scope of services to be rendered by Consultant pursuant to this Agreement, hereinafter referred to as "Project". It is understood and agreed that unless this Agreement is extended by Parties, mutually and in writing, no activity or compensation therefore shall be made after **September 30, 2016**, 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 this project is to update the Lubbock MPO's Congestion Management System Plan in accordance with Map-21 requirements as necessary.

This project will result in data collection that will be used to update the LMPO Congestion Management System Plan:

1. The City will compile and report the Level of Service information contained in the Congestion Management Plan.
2. The City will provide the LMPO assistance in identifying crash locations within the Metropolitan Area Boundary. The information will include producing a map showing the number, location and types of crash.
3. At the conclusion of this Scope of Services, 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, 2016** unless extended by the Transportation Policy 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.

Consultant will be responsible for any and all research, investigation and data recovery necessary to perform the described services.

Consultant will be responsible for any and all data interpretation, compilation and entry necessary to complete this project.

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, Transportation Improvement Program, and the Congestion Management Plan as required by the law and policies of the various stakeholders.

APPROVED:



H. David Jones
MPO Executive Director



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

**APPENDIX A
DEBARMENT CERTIFICATION
(Negotiated Contracts)**

- (1) City of Lubbock, as **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

Authorized Signatory, Title
Glen C. Robertson, 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.

Authorized Signatory, Title
Glen C. Robertson, Mayor

Date



Regular City Council Meeting

4. 4.

Meeting Date: 09/24/2015

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2015-00097 abandoning and closing a temporary drainage and stormwater impoundment easement out of Section 43, Block AK, Lubbock County, Texas, located at 2810 Oakridge Avenue.

Item Summary

On September 10, 2015, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a drainage easement located in Section 43, Block AK, Lubbock County, Texas. The closure is due to new development on this tract and a new easement will be dedicated with the platting of Tract I-1 and I-2, Elm Park Addition.

Storm Water Management is in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - 2810 Oakridge Avenue

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A TEMPORARY DRAINAGE AND STORMWATER IMPOUNDMENT EASEMENT, LOCATED IN SECTION 43, BLOCK AK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the easement as hereinafter described in the body of this Ordinance is no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and for public use; 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 _____, 2015.

Passed by the City Council on second reading this _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

A&C-DEasement, Section 43, Blk AK.ord
8.24.15

EXHIBIT A

A 9.1937 ACRE, MORE OR LESS, TRACT OF LAND LOCATED IN SECTION 43, BLOCK AK, LUBBOCK COUNTY, TEXAS, BEING A PORTION OF THAT SAME TRACT OF LAND CONVEYED TO TIGRIS DEVELOPMENT, LLC, DESCRIBED IN A WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2010002869 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 9.1937 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID PARENT TRACT AND THE NORTH RIGHT-OF-WAY LINE OF 34TH STREET, AS DESCRIBED IN A STREET DEDICATION DEED RECORDED IN VOLUME 3449, PAGE 197 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT, WHENCE THE SOUTHEAST CORNER OF SAID SECTION 43 BEARS S. 01° 47' 43" W. A DISTANCE OF 55.00 FEET AND S. 88° 12' 17" E. A DISTANCE OF 1261.89 FEET;

THENCE N. 88° 12' 17" W., ALONG THE SOUTH LINE OF SAID PARENT TRACT AND THE NORTH RIGHT-OF-WAY LINE OF SAID 34TH STREET, A DISTANCE OF 1319.01 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO THE CITY OF LUBBOCK, DESCRIBED IN A WARRANTY DEED RECORDED IN VOLUME 2866, PAGE 211 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY FOR A POINT OF INTERSECTION OF THIS TRACT;

THENCE N. 01° 50' 03" E., ALONG THE EAST LINE OF SAID CITY OF LUBBOCK TRACT, A DISTANCE OF 40.00 FEET TO THE NORTHEAST CORNER OF SAID CITY OF LUBBOCK TRACT FOR A POINT OF INTERSECTION OF THIS TRACT;

THENCE N. 88° 12' 17" W., ALONG THE NORTH LINE OF SAID CITY OF LUBBOCK TRACT, A DISTANCE OF 40.00 FEET TO THE NORTHWEST CORNER OF SAID CITY OF LUBBOCK TRACT FOR A POINT OF INTERSECTION OF THIS TRACT;

THENCE S. 01° 50' 03" W., ALONG THE WEST LINE OF SAID CITY OF LUBBOCK TRACT, A DISTANCE OF 40.00 FEET TO A POINT IN THE SOUTH LINE OF SAID PARENT TRACT AND THE NORTH RIGHT-OF-WAY LINE OF SAID 34TH STREET FOR A POINT OF INTERSECTION OF THIS TRACT;

THENCE N. 88° 12' 17" W., ALONG THE SOUTH LINE OF SAID PARENT TRACT AND THE NORTH RIGHT-OF-WAY LINE OF SAID 34TH STREET, A DISTANCE OF 19.94 FEET TO THE SOUTHWEST CORNER OF SAID PARENT TRACT AND THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 50' 03" E., ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 43, A DISTANCE OF 255.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 12' 17" E. A DISTANCE OF 672.60 FEET TO A POINT OF CURVATURE FOR THIS TRACT;

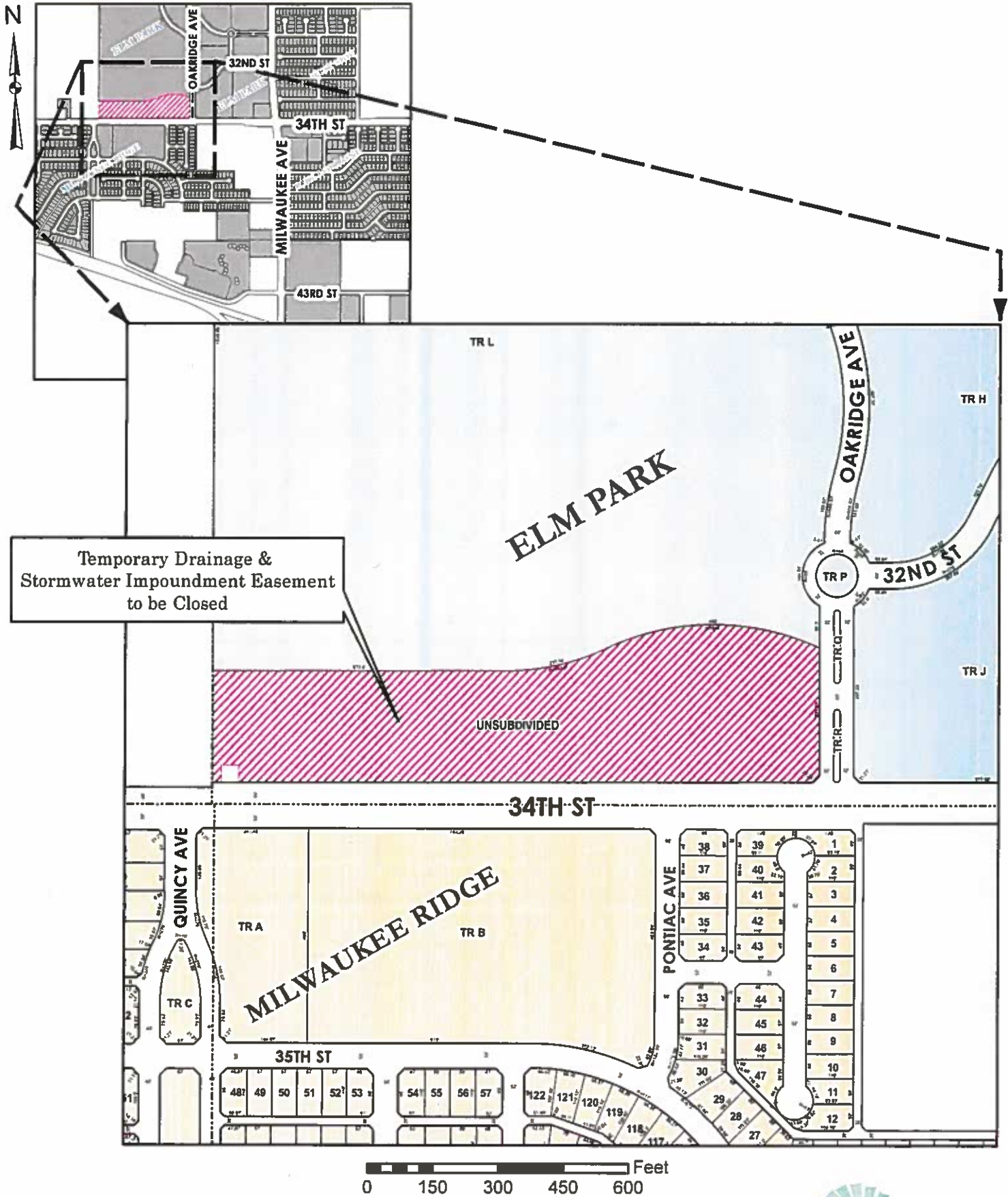
THENCE NORTHEASTERLY, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 239.62 FEET, SAID CURVE HAVING A RADIUS OF 552.50 FEET, A DELTA ANGLE OF 24° 50' 56", A CHORD DISTANCE OF 237.74 FEET AND A CHORD BEARING OF N. 79° 22' 15" E. TO A POINT OF REVERSE CURVATURE FOR THIS TRACT;

THENCE EASTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 504.55 FEET, SAID CURVE HAVING A RADIUS OF 584.00 FEET, A DELTA ANGLE OF 49° 30' 02", A CHORD DISTANCE OF 489.00 FEET AND A CHORD BEARING OF S. 88° 18' 12" E. TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 47' 43" W. A DISTANCE OF 291.99 FEET TO A POINT OF INTERSECTION FOR THIS TRACT;

THENCE S. 46° 47' 43" W. A DISTANCE OF 21.21 FEET TO THE POINT OF BEGINNING. BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD '83 (CORS 2011) (EPOCH 2010). DISTANCES ARE AT SURFACE.

**Proposed Closing of a Temporary Drainage & Stormwater Impoundment Easement
as Dedicated by CCFN 2013021185
Located North of 34th Street and West of Oakridge Avenue**



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



Regular City Council Meeting

4. 5.

Meeting Date: 09/24/2015

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2015-00098 abandoning and closing a temporary garbage service easement and an underground utility easement located in Section 16, Block E-2 also known as lots 69 and 174, Lakeridge Estates of Lubbock, Lubbock County, Texas, easement located at 10005 Savannah Avenue.

Item Summary

This ordinance abandons and closes a temporary garbage service easement and an underground utility easement located in Section 16, Block E-2 also known as lots 69 and 174, Lakeridge Estates of Lubbock, Lubbock County, Texas. The easements were never closed when Lakeridge Estates was platted.

Public Works Engineering and all utility companies are in agreement with the easement closures.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Lakeridge Estates

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A TEMPORARY GARBAGE SERVICE EASEMENT AND UNDERGROUND UTILITY EASEMENT LOCATED IN SECTION 16, BLOCK E-2 ALSO KNOWN AS LOTS 69 AND 174 LAKERIDGE ESTATES OF LUBBOCK, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2015.

Passed by the City Council on second reading this _____ day of _____, 2015 .

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver

Chad Weaver, City Attorney

A&C-UUE –Section 16, Block E-2
4.22.15

ABACUS

ENGINEERING
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(808) 745-7870

EXHIBIT "A"



Temporary Garbage Service Easement and Underground Utility Easement

FIELD Notes on a 0.157 Acre Tract out of Section 16, Block E-2, Lubbock County, Texas, further described by metes and bounds as follows:

BEGINNING at a found rod with orange cap from whence the Northeast corner of Section 16 bears North 933.89 feet and East 1614.57 feet;

THENCE S 24° 10' 13" E, 41.86 feet;

THENCE S 32°54'54" W, 10.87 feet;

THENCE West, 188.89 feet;

THENCE North, 13.12 feet to a found rod with orange cap;

THENCE N 62° 22' 09" E, 56.06 feet to a set 1/2" rod with cap marked RPLS 4460;

THENCE East, 109.74 feet to a found rod with orange cap;

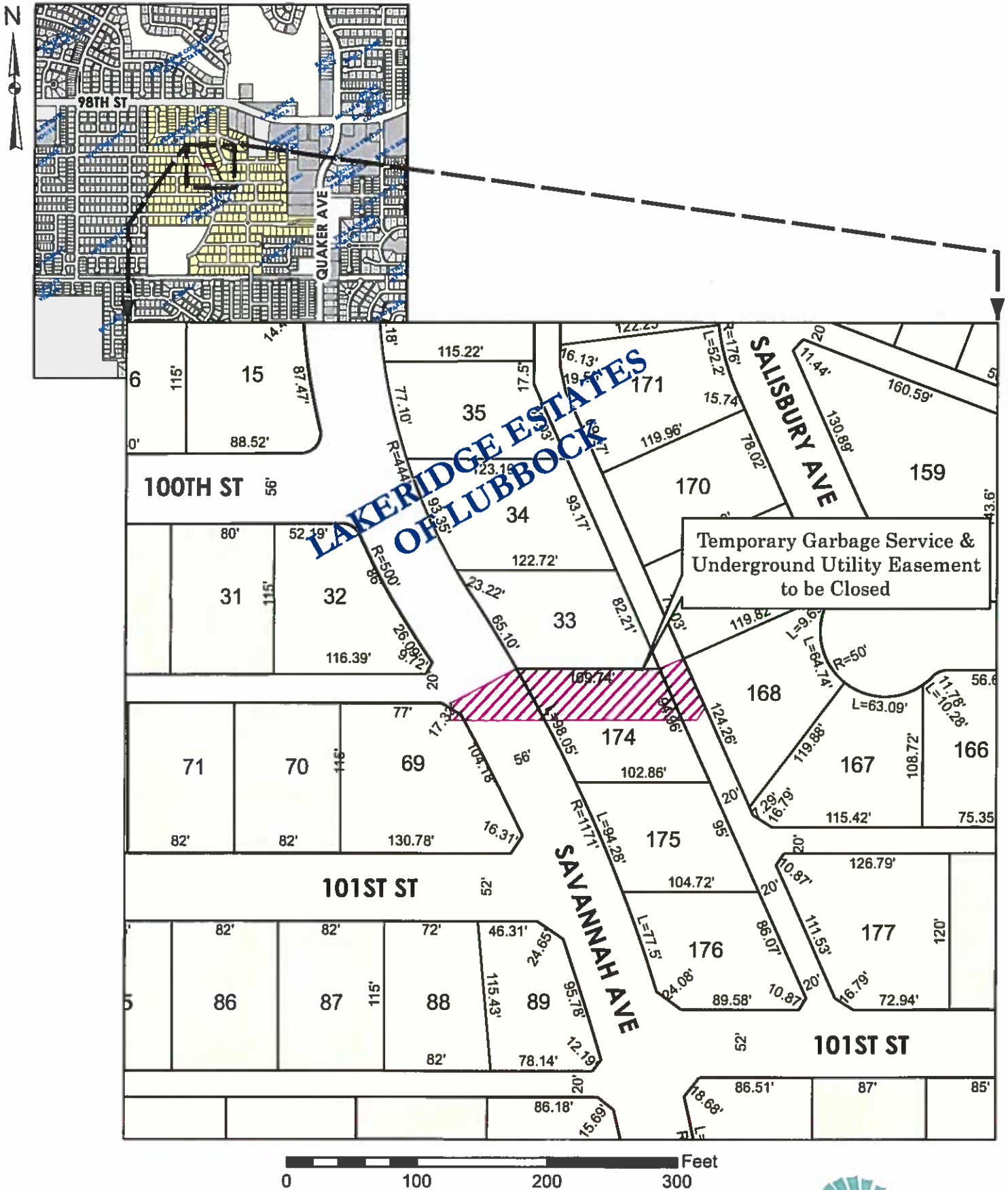
THENCE N 65° 49' 47" E, 20 feet to the Place of Beginning and containing 0.157 acres including any Right of Way.



Jon M. Cieszinski, RPLS # 4460
December 17, 2002

These Notes are based on a survey made on the ground and shown on the proposed plat of Lots 1-68 and Tract A-1, Lakeridge Estates South

Proposed Closing of a Temporary Garbage Service and Underground Utility Easement
as Dedicated by V. 8069 P. 192 and Currently Located in Lots 69 and 174,
Lakeridge Estates of Lubbock Addition



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



Regular City Council Meeting

4. 6.

Meeting Date: 09/24/2015

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2015-00099 abandoning and closing a drainage easement out of Section 16, Block E-2, Lubbock County, Texas, located at 4509 98th Street.

Item Summary

On September 10, 2015, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a drainage easement located in Section 16, Block E-2, Lubbock County, Texas. The closure is due to new development on this tract and a new easement will be dedicated with the platting of Tract F and G, Lakeridge Office Park.

Storm Water Management is in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - 4509 98th Street

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A DRAINAGE EASEMENT LOCATED IN SECTION 16, BLOCK E-2, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 2015.

Passed by the City Council on second reading this _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



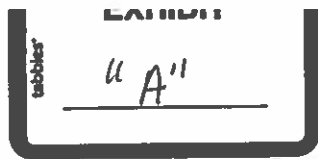
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

A&C-Ord.DE-Section 16,Block E-2
8.19.15



METES AND BOUNDS DESCRIPTION of a temporary drainage easement located in Section 16, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found in the South right-of-way line of 98th Street, as dedicated in Volume 4614, Page 337, Real Property Records of Lubbock County, Texas, which bears West, 1010.00 feet and South, 209.24 feet from the Northeast corner of Section 16, Block E-2, Lubbock County, Texas;

THENCE S. 69°11'04" E., along the South right-of way line of said 98th Street, a distance of 32.09 feet to a 1/2" iron rod with cap set for the Northernmost Northeast corner of this easement;

THENCE South a distance of 278.76 feet to a 1/2" iron rod with cap set for a corner of this easement;

THENCE S. 74°49'45" E. a distance of 60.90 feet to a 1/2" iron rod with cap set for a corner of this easement;

THENCE S. 15°10'15" W. a distance of 50.00 feet to a 1/2" iron rod with cap set in the north line of a 20 foot wide alley as dedicated in Volume 9824, Page 315, Official Public Records of Lubbock County, Texas, for the Southeast corner of this easement;

THENCE N. 74°49'45" W., along the North line of said alley, a distance of 55.70 feet to a 1/2" iron rod with cap found for a corner of this easement;

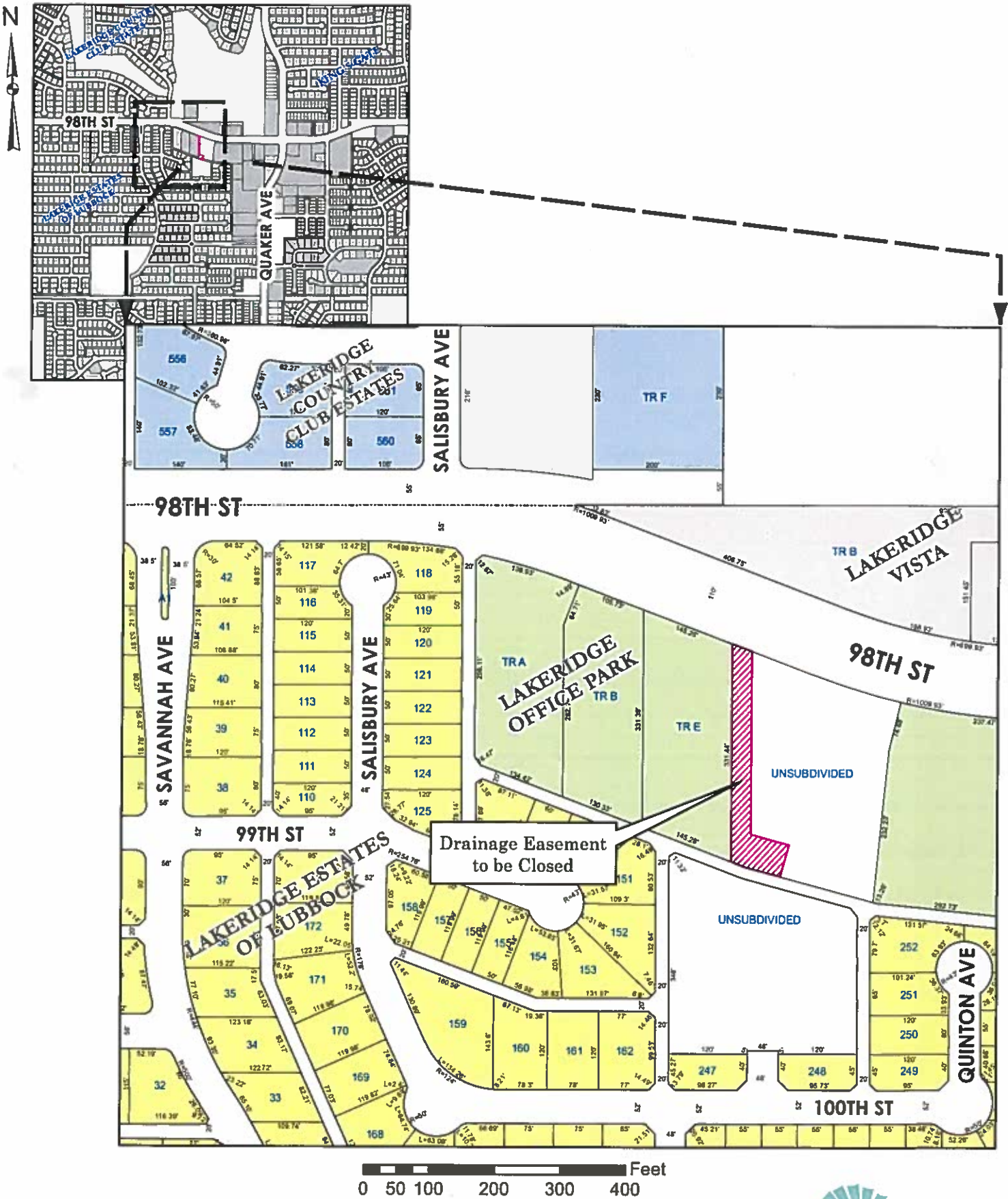
THENCE N. 69°09'58" W., continuing along the North line of said alley, a distance of 23.47 feet to a 1/2" iron rod with cap found for the Southwest corner of this easement;

THENCE North a distance of 331.44 feet to the Point of Beginning.

CONTAINS: 0.290 acres

Bearings relative to the East plat limits of Lots 110-125, Lakeridge Estates of Lubbock, Lubbock County, Texas, being previously recognized as North-South.

**Proposed Closing of a Drainage Easement (CCFN 2007023898)
 Located South of 98th Street and East of Tract E, Lakeridge Office Park Addition**



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





Regular City Council Meeting

4. 7.

Meeting Date: 09/24/2015

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a temporary drainage easement out of Section 21, Block E-2, Lubbock County, Texas, located north of 125th Street at Flint Avenue.

Item Summary

This ordinance abandons and closes a temporary drainage easement located in Section 21, Block E-2, Lubbock County, Texas. The easement is no longer needed for drainage purposes.

Storm Water Management is in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - 125th Street at Flint Avenue

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A TEMPORARY DRAINAGE EASEMENT LOCATED IN SECTION 21, BLOCK E-2, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 2015.

Passed by the City Council on second reading this _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

A&C-Ord.DE-Section 21,Block E-2
8.26.15

**A TEMPORARY DRAINAGE EASEMENT
IN SECTION 21, BLOCK E-2,
LUBBOCK COUNTY, TEXAS**

A TEMPORARY DRAINAGE EASEMENT LOCATED IN SECTION 21, BLOCK E-2, LUBBOCK COUNTY, TEXAS, SAID EASEMENT BEING SITUATED IN THAT CERTAIN TRACT OF LAND CONVEYED TO RANDALL AND JENNA WOLCOTT, RECORDED IN A WARRANTY DEED RECORDED IN VOLUME 6160, PAGE 3 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS, SAID EASEMENT CONTAINS 0.1286 ACRES BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTH COMMON CORNER OF A TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES, DESCRIBED IN A WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2013018785 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS AND THE PLAT LIMITS OF BELLA MIA ESTATES, LOT 78, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN PLAT AND DEDICATION NUMBER 2013050513 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, IN THE PROPOSED CENTERLINE OF FLINT AVENUE FOR A CORNER OF THIS EASEMENT, WHENCE A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 21 BEARS S. 01° 43' 39" W. A DISTANCE OF 1991.97 FEET AND N. 88° 02' 19" W. A DISTANCE OF 2148.39 FEET;

THENCE N. 88° 12' 24" W., ALONG THE NORTH PLAT LIMITS OF SAID BELLA MIA ESTATES, LOT 78, A DISTANCE OF 28.00 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS EASEMENT;

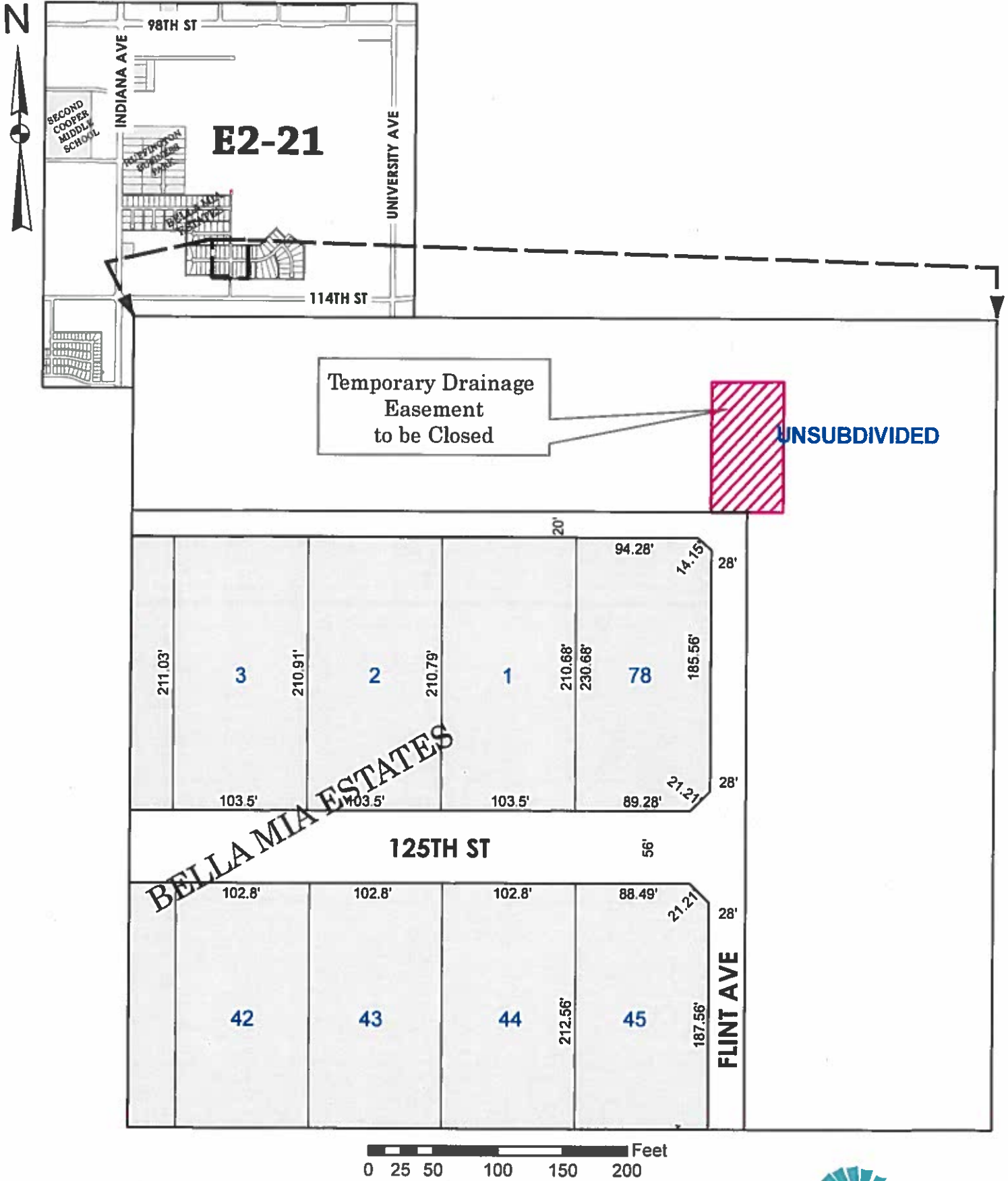
THENCE N. 01° 43' 39" E. A DISTANCE OF 99.97 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS EASEMENT;

THENCE S. 88° 16' 21" E. A DISTANCE OF 56.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS EASEMENT;

THENCE S. 01° 43' 39" W. A DISTANCE OF 100.04 FEET TO A POINT IN THE NORTH LINE OF SAID REAL PROPERTY RESOURCES TRACT FOR THE SOUTHEAST CORNER OF THIS EASEMENT;

THENCE N. 88° 11' 32" W. A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING. BEARINGS ARE GRID BEARINGS RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83 CONVERGENCE TO TRUE NORTH BEARINGS IS -01° 50' 43". DISTANCES ARE AT SURFACE.

Proposed Closing of a Temporary Drainage Easement (CCFN 2014027919)
 Located North of 125th Street at Flint Avenue, Section 21, Block E-2



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



Regular City Council Meeting

4. 8.

Meeting Date: 09/24/2015

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing an underground utility easement, temporary drainage easement, temporary garbage service easement, pedestrian access easement and an underground sanitary sewer easement located in Valencia Office Park, Wal-Mart Supercenter, Spectra Southwest Lubbock and Monterey Church of Christ, an addition to the City of Lubbock, Lubbock County Texas, which is out of Section 28, Block AK, Lubbock County, Texas, located at 87th Street and Milwaukee Avenue.

Item Summary

This ordinance abandons and closes a underground utility, temporary drainage, temporary garbage service, pedestrian access and underground sanitary sewer easements located in Valencia Office Park, Wal-Mart Supercenter, Spectra Southwest Lubbock and Monterey Church of Christ, an addition to the City of Lubbock, Lubbock County Texas, which is out of Section 28, Block AK, Lubbock County, Texas.

New easements will be dedicated as needed to replace the closed easements.

Public Works Engineering and all utility companies are agreement with the easement closures.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Valencia Office Park

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING AN UNDERGROUND UTILITY, TEMPORARY DRAINAGE, TEMPORARY GARBAGE SERVICE, PEDESTRIAN ACCESS AND UNDERGROUND SANITARY SEWER EASEMENTS LOCATED IN VALENCIA OFFICE PARK, WAL-MART SUPERCENTER, SPECTRA SOUTHWEST LUBBOCK AND MONTEREY CHURCH OF CHRIST, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT the easements as hereinafter described shall BE and the same are hereby closed, vacated and abandoned for easement purposes and for public use, such easements being more particularly described in 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 _____, 2015.

Passed by the City Council on second reading this _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

A&C-Ord.Wal-Mart SuperCenter Spectra
8.14.15

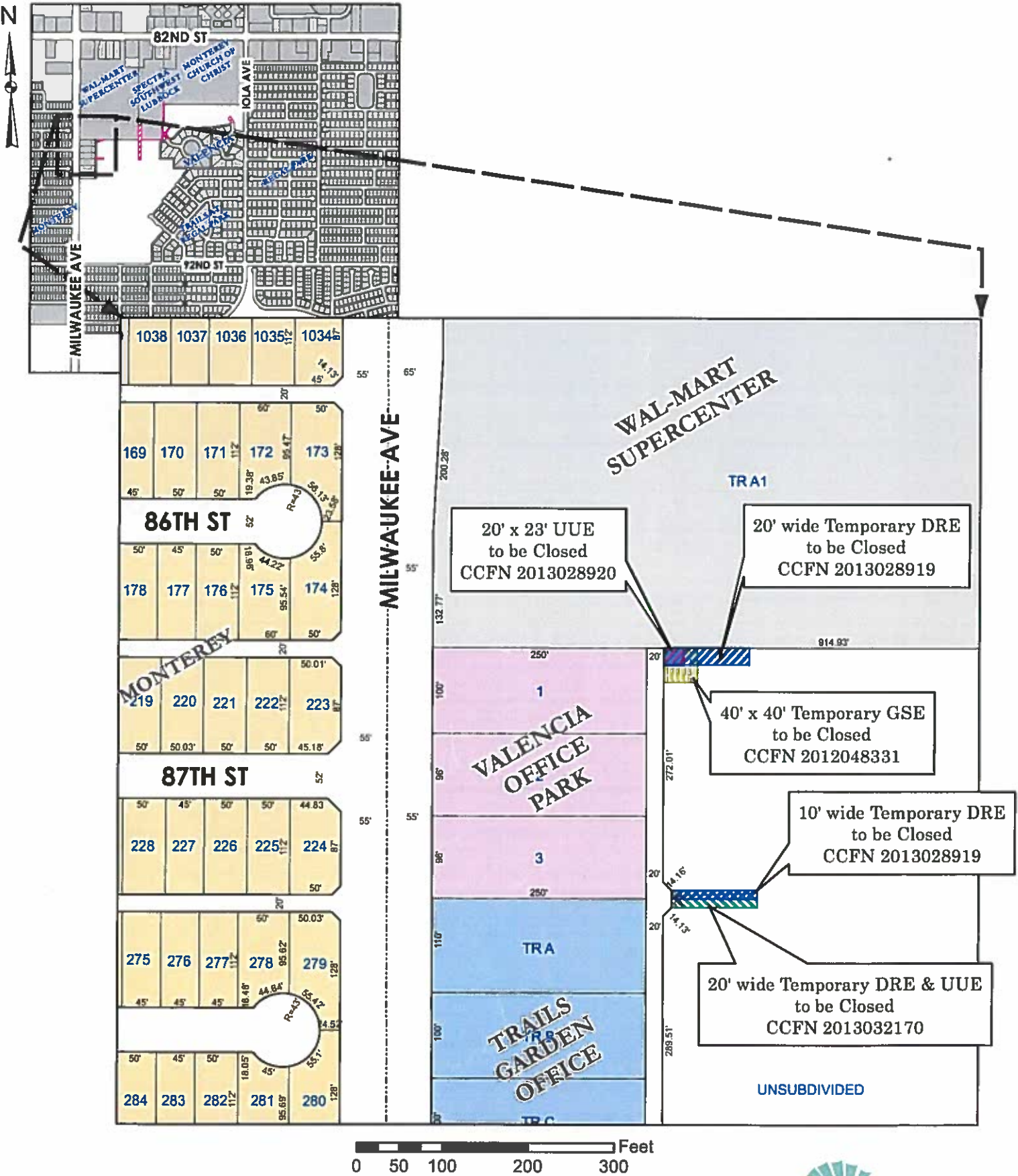
EXHIBIT "A"

CCFN2013028920
CCFN2013028919
CCFN2013032170
CCFN2012048331
CCFN2006044435
CCFN2011010318
CCFN2011010316

A Portion of a 50' wide Pedestrian Access Easement (Volume 10469 Page 142) and a Portion of a 50' wide Temporary Drainage Easement (Volume 10469 Page 145) Located along the west side of Lot 4B Spectra Southwest Lubbock Addition, that lie within plat limits of Valencia, Lots 31 thru 100.

Proposed Closing of a 20' x 23' Underground Utility Easement (CCFN 2013028920), 2 Temporary Drainage Easements (CCFN 2013028919), 20' wide Temporary Drainage & Underground Utility Easement (CCFN 2013032170), and a 40' x 40' Temporary Garbage Service Easement (CCFN 2012048331) Located East of Valencia Office Park Addition and South of Wal-Mart Supercenter Addition

A

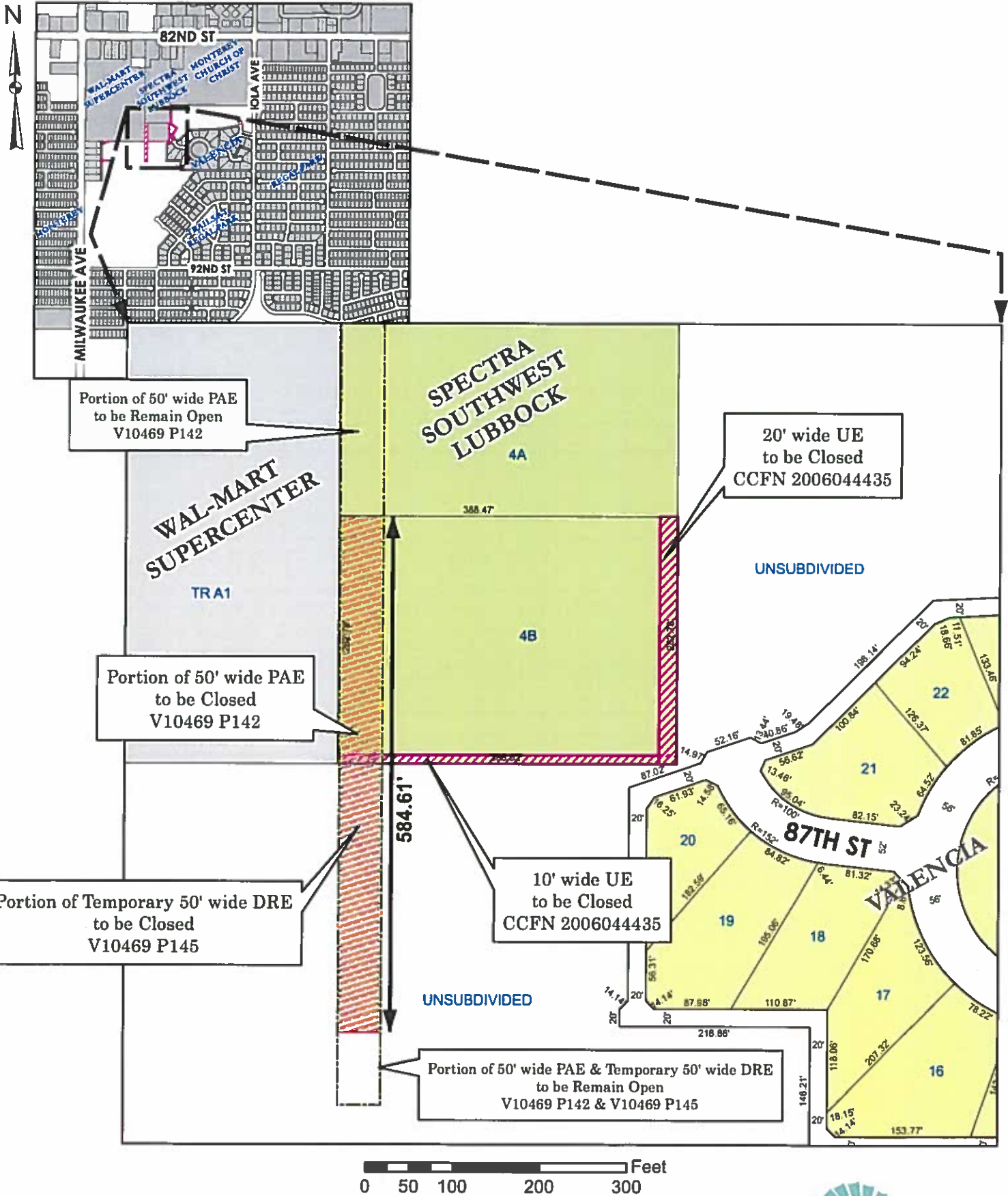


As required by SECTION 1, Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may 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.



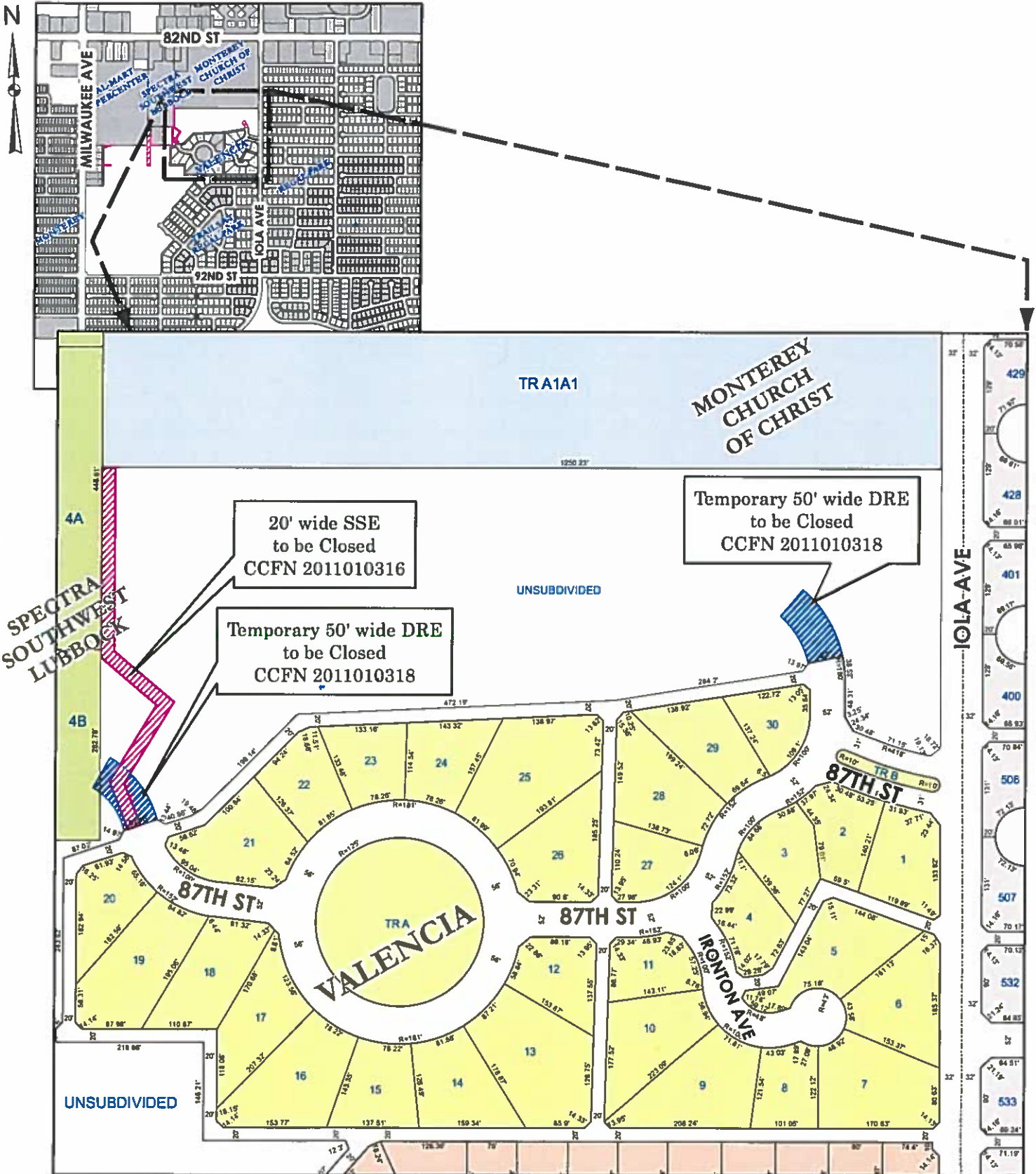
B

Proposed Closing of a 20' wide & 10' wide Utility Easement Located in Lot 4B, Spectra Southwest Lubbock Addition (CCFN 2006044435), a Portion of a 50' wide Pedestrian Access Easement (V10469 P142), and a Portion of a 50' wide Temporary Drainage Easement (V10469 P145) Located Along the West Side of Lot 4B, Spectra Southwest Lubbock Addition and Extending to the South



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.

Proposed Closing of 2 - 52' wide Temporary Drainage Easements (CCFN 2011010318) and a 20' wide Underground Sanitary Sewer Easement (CCFN 2011010316) Located Between Monterey Church of Christ Addition and Valencia Addition



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



Regular City Council Meeting

4. 9.

Meeting Date: 09/24/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Dedication Deed in connection with the platting by the City of Lubbock of Tract A, Pump Station No. 16 an addition to City of Lubbock, located in Section 17, Block B, Lubbock County, Texas, located at 5111 29th Street.

Item Summary

This resolution authorizes the Mayor to execute a Dedication Deed for the platting of City owned property to be known as Tract A, Pump Station No. 16 an addition to the City of Lubbock. This property was purchased July 26, 2013, from Daniel Construction Corporation for the construction of the new Pump Station No. 16. The area being platted is 3.44 acres. The Right-of-Way Department initiated this plat and it has been approved by the Planning and Zoning Commission.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Resolution & Dedication Deed - 5111 29th Street

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 Dedication Deed, and related documents. Said Dedication Deed is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

RES.Dedication Deed-Tract A Pump Station No. 16

THE STATE OF TEXAS)
)
COUNTY OF LUBBOCK)

DEDICATION DEED

This is to certify that the CITY OF LUBBOCK, TEXAS, a Texas Home-Rule Municipality, is the owner of a tract of land more particularly described as follows, to-wit:

METES AND BOUNDS DESCRIPTION for the plat limits of Tract "A", Pump Station No. 16 Addition to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" square tube found in the South right-of-way line of 29th Drive as described in Volume 724, Page 453 of the Deed Records of Lubbock County, Texas, at the Northwest corner of this tract which bears S. 89°56'17" E. a distance of 20.00 feet from the original Northeast corner of Lot 300, Midway Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 949, Page 587 of the Deed Records of Lubbock County, Texas;

THENCE S. 89°56'17" E., along said South right-of-way line, a distance of 70.00 feet to a 3/8" iron rod found at a point of intersection;

THENCE Southeasterly, continuing along said South right-of-way line, along a curve to the right, said curve having a radius of 320.78 feet, a central angle of 53°52'32", tangent lengths of 163.01 feet, a chord distance of 290.64 feet and a chord bearing of S. 63°04'13" E. to a 3/8" iron rod found at a point of intersection;

THENCE S. 36°06'00" E., continuing along said South right-of-way line, a distance of 228.13 feet to a 1/2" iron rod with cap found at the Northeast corner of Lot 301, Midway Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1212, Page 229 of the Deed Records of Lubbock County, Texas and the Southeast corner of this tract;

THENCE S. 53°54'00" W., along the Northern boundary of said Lot 301, a distance of 105.00 feet to a 3/8" iron rod found in the East line of a variable width alley as dedicated by plat recorded in Volume 1580, Page 403 of the Deed Records of Lubbock County, Texas, at the Northwest corner of said Lot 301 and a corner of this tract;

THENCE N. 36°06'00" W., along the East line of said alley, a distance of 30.00 feet to a 1/2" square tube found at a corner of said alley and a corner of this tract;

THENCE S. 53°54'00" W., along the North line of said alley, a distance of 50.00 feet to a 1/2" iron rod with cap found at a corner of said alley and a corner of this tract;

THENCE S. 08°54'00" W., continuing along the North line of said alley, a distance of 14.14 feet to a 1/2" iron rod with cap found at a corner of said alley and a corner of this tract;

THENCE S. 53°54'00" W., continuing along the North line of said alley, a distance of 223.82 feet to a point for the most Southerly Southwest corner of this tract from whence a 1/2" iron rod with cap found at a corner of said alley bears S. 53°54'00" W. a distance of 100.00 feet;

THENCE N. 63°01'39" W. a distance of 115.53 feet to a point in the East line of said alley for the most Westerly Southwest corner of this tract from whence a 1/2" iron rod with cap found at a corner of said alley bears S. 00°02'43" W. a distance of 100.00 feet;

THENCE N. 00°02'43" E., along the East line of said alley, a distance of 359.82 feet to a 1/2" square tube found at a corner of said alley and a corner of this tract;

THENCE N. 44°56'50" W., continuing along the East line of said alley, a distance of 49.51 feet to a 1/2" square tube found at a corner of said alley and a corner of this tract;

THENCE N. 00°02'43" E., continuing along the East line of said alley, a distance of 81.70 feet to the Point of Beginning.

Containing 3.448 acres.

Bearings are relative to the West line of the final plat of Lots 308 thru 310, Midway Park, recorded in Volume 1353, Page 652 and being previously recognized as N.00°02'43" E.,

and does hereby plat the above-described property as thereon shown in accordance with the attached map, prepared by John E. Allen, Registered Professional Land Surveyor No. 5895, on the 4th day of June, 2015, and approved by the Planning Commission of the City of Lubbock, Texas, on the 7th day of July, 2015, and desiring to have the said property platted and duly filed for record as required by law, all as shown on the attached map; NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the special benefits to the remainder of the property, all the streets, alleys, and other public properties thereon shown and designated upon said map are hereby DEDICATED to the PUBLIC USE FOREVER; and by these presents do impress the name of Tract "A", PUMP STATION NO. 16 ADDITION to the City of Lubbock, Lubbock County, Texas, upon said property for the correct reference and description thereto, and do hereby adopt the name hereinabove stated and impress the same upon said land, incorporating the said map as a part of this dedication.

EXECUTED this _____ day of _____, 2015.

CITY OF LUBBOCK, TEXAS, a Texas Home-Rule Municipality

By: _____
Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:




Wood Franklin, Director of Public Works



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

STATE OF TEXAS)
COUNTY OF LUBBOCK)

This instrument was acknowledged before me on the _____ day of _____, 2015, by GLEN C. ROBERTSON, as Mayor of the CITY OF LUBBOCK, TEXAS, a Texas Home-Rule Municipality, on behalf of said municipality.

NOTARY PUBLIC, STATE OF TEXAS



Regular City Council Meeting

4. 10.

Meeting Date: 09/24/2015

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31024841 with Associated Supply Company, Inc. for a 2015 Volvo A250 articulating dump truck.

Item Summary

The purchase order 31024841 is for one 2015 Volvo A250 articulating off-road dump truck for Solid Waste Disposal. The vehicle replaces a 2002 International 2554 6x4 dump truck. The \$ 316,028 purchase from Associated Supply Company, Inc. from Lubbock, Texas is made from ITB 15-12414-SS.

The following bids were received:

VED Heritage Properties, LTD dba Volvo & Mack truck of Waco of Robinson , Texas	NQAS
Warren Cat of Midland, Texas	NQAS
Associated Supply Company of Lubbock, Texas	\$316,028
Warren Cat of Lubbock, Texas	316,150

Department recommends Associated Supply Company of Lubbock, Texas. Ved Heritage properties and Warren Cat of Midland did not meet specifications.

NQAS - Not Quoted As Specified

Fiscal Impact

The equipment is approved in the Adopted FY-2014-15 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Purchase Order Contract - Associated Supply Company, Inc

Bid Tab

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 Number 31024841 for ITB 15-12414-SS for vehicle and equipment replacement, specifically a Cab/Chassis and Dump Truck/Hauler, by and between the City of Lubbock and Associated Supply Company, Inc., of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

RES Associated Supply Company PO 9.15.15
9.15.15



City of Lubbock TEXAS PURCHASE ORDER

Page - 1
Date - 09/14/2015
Order Number 31024841 000 OP

Branch/Plant 3526

TO: ASSOCIATED SUPPLY COMPANY INC
2102 E SLATON ROAD
LUBBOCK Texas 79452

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 09/14/2015 Freight
Requested 12/31/2015 Taken By S SUMMERS
Delivery PER M PENA REQ #45159 ITB 15-12414-SS

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Row 1: Cab/Chassis & Dump Truck, 1.000, 316,028.0000, EA, 316,028.00, 12/31/2015. Row 2: Spec. 8710-LF. Row 3: Total Order, 316,028.00. Row 4: Terms NET DUE ON RECEIPT, 316,028.00.

This purchase order encumbers funds in the amount of \$316,028 awarded to Associated Supply Company, Inc. of Lubbock, TX on September 24, 2015. The following is incorporated into and made part of this purchase order by reference ITB 15-12414-SS Vehicle and Equipment Replacement dated August 13, 2015 Associated Supply Company, Inc. of Lubbock, TX. Resolution #

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

Bid Form
Vehicle and Equipment Replacement
City of Lubbock, TX
ITB 15-12414-SS

In compliance with the Invitation to Bid 15-12414-SS, 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 15-12414-SS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1	1	Each	Truck, Left Hand Drive, Tandem Rear Axle, w/Reversible Snow Plow, per Specification No. 8712-AM	\$	\$ NO BID	
Model Year, Brand Name and Model Number:						
2	1	Each	Concrete Truck - 66,000 lbs. GVWR Cab/Chassis with Pusher Axle, per Specification	\$	\$ NO BID	
Model Year, Brand Name and Model Number:						
3	1	Each	Motor Grader, Articulating Frame, per Specification No. 986-STR	\$	\$ NO BID	
Model Year, Brand Name and Model Number: 2010 2010 2010						
4	1	Each	Cab/Chassis & Dump Truck/Hauler, 6x4, per Specification No. 8710-LF	\$ 316,028 ⁰⁰	\$ 316,028 ⁰⁰	60-90 days
Model Year, Brand Name and Model Number: 2015 Volvo A25G						
5	1	Each	Pole Trailer, per Specification No. PT-TRF	\$	\$ NO BID	
Model Year, Brand Name and Model Number:						
6	1	Each	One 6.5 Cubic Yard Versa-Vac, per Specification No. Versa-Vac	\$	\$ NO BID	
Model Year, Brand Name and Model Number:						
7	1	Each	Flat Bed, per Specification No. NV-41-STR	\$	\$ NO BID	
Model Year, Brand Name and Model Number:						

8	1	Each	Service Body, per Specification No. NV-38-STR	\$	NO BID
Model Year, Brand Name and Model Number:					

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed

Total: \$316,028.00

**ARO – After Receipt of Order

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of ___%, net ___ calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES NO

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY ASCO 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: ASCO / ASSOCIATED SUPPLY CO

Address: 2102 E STATION RD

City: LUBBOCK State: TX Zip: 79404

Bidder acknowledges receipt of the following addenda:

DATED: 4/21/2015

Specification reviewed by: _____
 Department requesting vehicle/equipment: 5515
 Signature of Department Head/Date: _____
 Fleet Services Manager/Date: _____

**CITY OF LUBBOCK, TX
 MINIMUM SPECIFICATIONS
 CAB/ CHASSIS & DUMP TRUCK/HAULER, 6X4
 SPEC: 8710 - LF**

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 Non-Conformance Form. In order to receive full consideration, ITB response quotation must follow this specification and the ITB's terms and conditions.

VENDOR NAME: _____ PHONE: _____

NO.	ITEM.	MINIMUM REQUIREMENTS	SELLER COMPLIANCE		
			YES		NO
	GENERAL	Purchase of a cab/ chassis & dump truck/hauler, 6x4	✓		
1.	GVWR	Minimum 49,000 lbs.	✓		
2.	ENGINE	320 horsepower, 11 liter and 6 Cylinder in line turbocharged diesel engine with 4 valves per -cylinder	✓		
2.1		Torque @ 1,150 rpm - 438 lbs	✓		
2.2		Overhead camshaft and electronically controlled unit injectors	✓		
2.3		Wet replaceable cylinder liners and replaceable valve guides and valve seats.	✓		
2.4		Exhaust gas recirculation and exhaust after treatment with muffler including selective catalytic reduction with an electronically controlled urea dosing system.	✓		
2.5		Direct injected electronically controlled, turbocharged with intercooling	✓		
3.	DRIVE TRAIN	6X4 automatically engaged drive modes with full automatic transmission with 6 forward gears and 2 reverse gears. Single stage dropbox with longitudinal diff-lock.	✓		
3.1		Single stage dropbox with longitudinal differential lock.	✓		
3.2		In line design with high ground clearance and 100% longitudinal "dog clutch" type differential lock.	✓		
3.2		Heavy duty, purpose built planetary type hub reductions	✓		
3.3		Torque converter with automatic lock-up	✓		
6.	ELECTRICAL SYSTEM	Cables to be enclosed in protective plastic conduits, secured to the frame. Prewired for options. Easy accessed battery disconnect switch. Halogen lights.	✓		
6.1		Voltage 24V (2X 12V), Battery Capacity 2X 170 Ah, Alternator 2,264 kW (80A), Starter motor 9 Kw (12 hp)	✓		
6.2		80A alternator, battery disconnect switch with extra 24V socket	✓		
7.	LIGHTS	Back up; brake; direction indicators; headlights; instrument lighting.	✓		

S: Purchase/Bid Docs/ITB 15-12414-SS Vehicle and Equipment Replacement

8.	BRAKE SYSTEM	Fully Hydraulic brakes with wet disc on all wheels.	✓		
8.1		Two independent circuits: one for front axle and one for bogie axles.	✓		
8.2		Secondary brake: Dual brake circuits with rechargeable accumulators	✓		
8.3		Parking Brake: Spring-applied disc brake on the propeller shaft.	✓		
8.4		Retarder: Service brake retarder function	✓		
8.5		Load and dump Brake	✓		
8.6		Two circuit fully hydraulic wet discs on all axles	✓		
9.	STEERING SYSTEM	Hydro-mechanical, self-compensating design. Two double acting steering cylinders.	✓		
9.1		Steering angle: 3,4 steering wheel turns lock-to-lock, +/- 45 degrees, and including secondary steering	✓		
9.2		Tilt /Telescopic steering wheel	✓		
10.	DASH	Gauges: Brake pressure; fuel; speedometer; tachometer; and wet disc brakes cooling oil temperature.	✓		
10.1		Displays: OEM	✓		
11.	CHASSIS	Box type frame with high strength steel.	✓		
11.1		Rotating hitch: fully sealed, with permanently greased tapered roller bearings.	✓		
11.2		Front suspension: Gas Hydraulic struts, soft and progressive, independent wheel movement via 3-point mounting system	✓		
11.3		Rear suspension: straddle mounted bogie beam, independent wheel movement via a 3 point mounting system.	✓		
12.	CAB	Operator centrally positioned above the front axle.	✓		
12.1		Operator communication system	✓		
13.	NOISE SUPPRESSION	Cab shall be furnished with OEM maximum noise suppression package available	✓		
14.	HYDRAULIC SYSTEM	Pumps: Four engine-driven displacement piston pumps driven by the flywheel PTO.	✓		
14.1		One ground-dependent piston mounted on the dropbox for emergency steering	✓		
14.2		Two return oil filters with magnetic cores provide effective oil filtration.	✓		
14.3		System max working pressure Is 25Mpa (3 626psi)	✓		
16.	DUMPING SYSTEM	Dumping cylinders: two single stage double acting.	✓		
16.1		Tipping time with load 12 seconds with lowering time 10 seconds	✓		
17.	BODY	Plate thickness: front .31"; side .47"; bottom .55"; and chute .55"	✓		
17.1		Yield strength 145,000 psi	✓		
17.2		Tensile Strength 181,000 psi	✓		
18.	PAYLOAD	52,911 lbs.	✓		
19.	TIRES	Pneumatic tires, with non-directional tread, rated for not less than maximum GVWR 23.5R25	✓		
20.	GLAZING	OEM tinted windows, all locations, minimum 25% gray	✓		
21.	GRAB HANDLES	Install grab handles on both sides of cab	✓		

22.	SAFETY	Anti-Slip steps and platforms Dump body lock Handrails on steps and platforms Hazard lights and horn, Protective grill for cab rear window Rear view mirrors, Retractable 3 inch safety belt Windshield wipers with interval function.	✓		
23.	AIR-CONDITIONING	OEM	✓		
24.	MIRRORS	Stainless steel, on both sides, with not less than three support arms, and a six inch Convex, mounted separately on each side or cowl mounted single arm mirrors <i>OEM STD BLACK MIRRORS</i>			✓
25.	HORNS	Chassis shall be equipped with electric & air horns <i>ELECTRIC ACTIVATED AIR HORN</i>			✓
26.	CRUISE CONTROL	OEM standard cruise control			✓
27.	FUEL TANK	100 gallon	✓		
28.	STANDARD WARRANTY	The bidder shall attach all standard warranty documentation reflecting maximum time and mileage and/or hours.	✓		
29.	COMPLETED UNIT INSPECTION	Upon completion, installer shall deliver unit to City of Lubbock. Vendor shall deliver unit to City of Lubbock, 206 Municipal Drive, Lubbock, Texas, cleaned, with at least ¼ tank of fuel, for compliance inspection. A compliance inspection will be performed prior to acceptance.	✓		
30.	PAINT FINISH	Body and attachments shall be cleaned, primed and painted with acrylic enamel or poly type paint. <i>STD OEM PAINT</i>			✓
31.	UNDERCOATING	Dump body shall be undercoated to prevent rust. <i>STD OEM PAINT</i>			✓
32.	STANDARD WARRANTY	The dump body, and components of the hydraulic system, controls, and the installation shall be 100% warranted, parts and labor, for: _____ Years	✓		

PROVIDE BUILD DATES IN SPACE BELOW

	BUILD DATE:	TBD / /
--	--------------------	------------

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

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.

- 24. OEM STD BLACK MIRRORS
- 25. ELECTRIC ACTIVATED AIR HORN
- 26. NO OEM STD CRUISE CONTROL AVAILABLE
- 30. STD OEM PAINT
- 31. STD OEM PAINT

**City of Lubbock, TX
Fleet Services
Bid Tabulation
September 24, 2015**

ITB 15-12414-SS
Vehicle and Equipment Replacement

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
1	1	EA	Truck, Left Hand Drive, Tandem Rear Axle, w/Reversible Snow Plow, per Specification No. 8712- Robert's Truck Center Lubbock Truck Sales, Inc. VED Heritage Properties, LTD dba Volvo & Mack Trucks fo Waco Bruckner's Truck Sales	Lubbock, TX Lubbock, TX Robinson, TX Lubbock, TX	\$ 171,162 172,906 213,744 227.211	NQAS 172,906 213,744 227,211
2	1	EA	Concrete Truck Lubbock Truck Sales, Inc. Lubbock Truck Sales, Inc. Robert's Truck Center Bruckner's Truck Sales VED Heritage Properties, LTD dba Volvo & Mack Trucks fo Waco	Lubbock, TX Lubbock, TX Lubbock, TX Lubbock, TX Robinson, TX	218,410 221,655 233,607 240,127 269,801	218,410 221,655 233,607 240,127 269,801
3	1	EA	Motor Grader, Articulating Frame, per Specification No. 986-STR			No Bids
4	1	EA	Cab/Chassis & Dump Truck/Hauler, 6x4, per Specification No. 8710-LF VED Heritage Properties, LTD dba Volvo & Mack Trucks fo Waco Warren Cat Associated Supply Company, Inc. Warren Cat	Robinson, TX Midland, TX Lubbock, TX Lubbock, TX	132,000 139,950 316,028 316,150	NQAS NQAS 316,028 316,150
5	1	EA	Pole Trailer, per Specification No. PT-TRF			No Bids
6	1	EA	One 6.5 Cubic Yard Versa-Vac, per Specification No. Versa-Vac			No Bids
7	1	EA	Flat Bed, per Specification No. NV-41-STR Forman's Pick Up Pals	Lubbock, TX	2,879	2,879
8	1	EA	Service Body, per Specification No. NV-38-STR Forman's Pick Up Pals	Lubbock, TX	7,689	7,689
			Item by Item			
			Forman's Pick Up Pals, Items 7 and 8	Lubbock, TX		\$ 10,568
			Associated Supply Company, Inc., Item 4	Lubbock, TX		316,028
			Lubbock Truck Sales, Inc., Items 1 and 2	Lubbock, TX		391,316

NQAS - Not Quoted as Specified



Regular City Council Meeting

4. 11.

Meeting Date: 09/24/2015

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31024843 with Lubbock Truck Sales, Inc. for a 12-cubic yard dump truck with snow plow and a concrete truck.

Item Summary

The purchase order contract 31024843 is for one, 12-cubic yard dump truck 8712-AM with snow plow, \$172,906, which will replace one, 2002 Chevrolet 8500 12-cubic yard dump truck. This purchase order is also for one, 8-cubic yard volumetric concrete mixer, concrete truck, \$218,410, which will replace one, 1998 IHC International 4900 12-yard dump truck. The \$391,316 purchase order for both items to Lubbock Truck Sales, Inc. is made through results of ITB 15-12414-SS.

The following bids were received for 8712-AM

Robert's Truck Center of Lubbock, Texas	\$ NQAS
Lubbock Truck Sales, Inc.	172,906
VED Heritage Properties, LTD dba Volvo & Mack Truck of Waco, Texas	213,744
Bruckner's Truck Sales of Lubbock, Texas	227,211

Department recommends Lubbock Truck Sales due to zero exceptions received in ITB 15-12414-SS

The following bids were received for Concrete Mixer Truck

Lubbock Truck Sales, Inc.	\$ 218,410
Lubbock Truck Sales, Inc.	221,655
Robert's Truck Center of Lubbock, Texas	233,607
Bruckner's Truck Sales of Lubbock, Texas	240,127
VED Heritage Properties, LTD dba Volvo & Mack Truck of Waco, Texas	269,801

NQAS- Not Quoted As Specified

Fiscal Impact

The equipment is approved in the Adopted FY-2014-15 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order Number 31024843 for ITB 15-12414-SS for vehicle and equipment replacement, specification numbers 8712-AM and Concrete Truck, 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 into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

RES. Lubbock Truck Sales PO 9.15.15
9.15.15



City of
Lubbock
TEXAS PURCHASE ORDER

Page - 1

Date - 09/14/2015


Order Number 31024843 000 OP

Branch/Plant 3526

TO:
LUBBOCK TRUCK SALES INC
1801 E SLATON HWY
LUBBOCK Texas 79404

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

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

BY: 
Maria Alvarez, Director of Purchasing & Contract Management

Ordered 09/14/2015 Freight
Requested 03/31/2016 Taken By S SUMMERS
Delivery PER M PENA REQ #45159 ITB 15-12414-SS

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
12 cy Dump Truck w/ Snow Plow	1.000	172,906.0000	EA	172,906.00	03/31/2016
Spec. No. 8712-AM					
Concrete Truck	1.000	218,410.0000	EA	218,410.00	03/31/2016
Spec. Concrete Truck					
				Total Order	
Terms NET 30				391,316.00	

This purchase order encumbers funds in the amount of \$391,316 awarded to Lubbock Truck Sales, Inc. of Lubbock, TX on September 24, 2015. The following is incorporated into and made part of this purchase order by reference: ITB 15-12414-SS Vehicle and Equipment Replacement dated August 13, 2015 from Lubbock Truck Sales of Lubbock, TX. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

Bid Form
Vehicle and Equipment Replacement
City of Lubbock, TX
ITB 15-12414-SS

In compliance with the Invitation to Bid 15-12414-SS, 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 15-12414-SS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	Truck, Left Hand Drive, Tandem Rear Axle, w/Reversible Snow Plow, per Specification No. 8712-AM	\$ 172,906 ⁰⁰	\$ 172,906 ⁰⁰	180
Model Year, Brand Name and Model Number: 2016 FREIGHTLINER 108SD / HENDERSON BODY						
2.	1	Each	Concrete Truck - 66,000 lbs. GVWR Cab/Chassis with Pusher Axle, per Specification	\$ 221,655 ⁰⁰	\$ 221,655 ⁰⁰	180
Model Year, Brand Name and Model Number: 2016 FREIGHTLINER H486 / ZIM-MIXER						
3.	1	Each	Motor Grader, Articulating Frame, per Specification No. 986-STR	\$ NO BID	\$	
Model Year, Brand Name and Model Number:						
4.	1	Each	Cab/Chassis & Dump Truck/Hauler, 6x4, per Specification No. 8710-LF	\$ NO BID	\$	
Model Year, Brand Name and Model Number:						
5.	1	Each	Pole Trailer, per Specification No. PT-TRF	\$ NO BID	\$	
Model Year, Brand Name and Model Number:						
6.	1	Each	One 6.5 Cubic Yard Versa-Vac, per Specification No. Versa-Vac	\$ NO BID	\$	
Model Year, Brand Name and Model Number:						
7.	1	Each	Flat Bed, per Specification No. NV-41-STR	\$ NO BID	\$	
Model Year, Brand Name and Model Number:						

- 8. -	- 1 -	Each	Service Body per Specification No. NV- 38-STR	\$ NO BID	\$	
Model Year, Brand Name and Model Number:						

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed

Total: \$172,906.00

**ARO – After Receipt of Order

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of ___%, net ___ calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolforth.

YES NO

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY 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:

Department/Cost Center requesting vehicle/equipment: _____
Spec Content Reviewed & Approved by: _____
Date: _____

REVISED

CITY OF LUBBOCK, TX
MINIMUM SPECIFICATIONS
TRUCK, LEFT HAND DRIVE, TANDEM DRIVE REAR AXLE,
DIESEL-POWERED, CAB AND CHASSIS, 64,000-POUND GVWR, WITH ONE 15.6 CUBIC YARD DUMP BODY SIDEBOARD
AND HYDRAULIC CONVEYORS AND SPINNERS TO BE INSTALLED UPON THE CAB/CHASSIS UNIT WITH REVERSIBLE
SNOW PLOW WITH ADJUSTABLE CUTTING EDGE TRIP
SPECIFICATION NO. 8712-AM

IT IS THE INTENT OF THIS SPECIFICATION, REFERENCED DOCUMENTS, REQUIREMENTS AND CONDITIONS SECTIONS TO DESCRIBE MINIMUM PERFORMANCE REQUIREMENTS. THE VEHICLE OR PRODUCT MUST MEET OR EXCEED THE PERFORMANCE OR CONSTRUCTION DESCRIBED HEREIN. THE VENDOR SHALL BE REQUIRED TO MARK COMPLIANCE OR NON-COMPLIANCE TO EACH ITEM DESCRIPTION IN THE SPACE PROVIDED. ALL EQUIPMENT FURNISHED AS STANDARD TO THE GENERAL PUBLIC ON THE PRODUCT BY THE MANUFACTURER SHALL BE INCLUDED, EVEN WHEN NOT SPECIFICALLY IDENTIFIED IN THIS SPECIFICATION. ANY DEVIATIONS FROM THE WRITTEN SPECIFICATION WITH DATE AS SHOWN IN THE INVITATION TO BID (ITB) SHALL BE NOTED ON THE ATTACHED EXCEPTIONS TO THE SPECIFICATION. IN ORDER TO RECEIVE FULL CONSIDERATION, ITB RESPONSE QUOTATION MUST FOLLOW THIS SPECIFICATION AND THE INVITATION TO BID'S TERMS AND CONDITIONS.

VENDOR NAME: LUBBOCK TRUCK SALES PHONE: 806-748-1529
MAKE: FREIGHTLINER / HENDERSON MODEL: 108SD YEAR: 2016

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE	
			YES	NO
	GENERAL	<p>The specification is divided into four sections:</p> <ol style="list-style-type: none"> 1. (1) 64,000 lb. GVWR cab/chassis 2. (1) 15.6 Cubic Yard Munibody Dump Body 3. Installation upon the cab/chassis units 4. Provide and Install Reversible Snow Plow with Adjustable Cutting Edge Trip <p>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.</p> <p>A Certificate of Conformity on the engine is to be furnished with bid submission.</p>	✓	
		CAB & CHASSIS		
1.	GENERAL	TRUCK, LEFT HAND DRIVE, TANDEM AXLE, REAR DIESEL-POWERED, CAB AND CHASSIS, 64,000 GVWR with clear back of cab to include all frame mounted equipment and frame rails extending from top of cab to the ground.	✓	
2.	SCOPE	This specification describes a tandem axle, diesel powered cab and chassis for use by the City of Lubbock, Streets Department, for mounting a Henderson Munibody Dump Body of 15.6 cubic yard capacity with sideboards, and hydraulic conveyors and spinners. All specified components shall be original equipment manufacturer (OEM)	✓	

		chassis-factory installed, when offered by the vehicle manufacturer. Truck(s) furnished to this specification shall be certifiable as straight trucks and shall meet or exceed the following requirements:	✓		
3.	NOTICE TO RESPONDENTS	DO NOT ASSUME STANDARD EQUIPMENT MEETS ALL OF THE DETAILED SPECIFICATIONS. Respondent is cautioned that any unit delivered to FOB point which does not meet specifications in every aspect will not be accepted.	✓		
4.	APPLICABLE SPECIFICATIONS, STANDARDS, RULES, AND REGULATIONS				
4.1	EXHAUST EMISSION STANDARDS	Vehicles furnished to this specification shall meet the applicable requirements of the EPA's Exhaust Emission Standards (40 CFR 85, 86, and 88) and all revisions as issued under authority of the Clean Air Act, current version.	✓		
4.2	FEDERAL MOTOR VEHICLE SAFETY STANDARDS (PL 89-563)	Vehicles shall meet or exceed the minimum requirements of this specification and all applicable requirements of the FMVSS. All requirements of this specification shall be met unless they are in conflict with the applicable FMVSS.	✓		
4.3	TEXAS MOTOR VEHICLE DIVISION CODE	"... any entity or person that manufactures, distributes, converts new motor vehicles (or represents any entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Texas Department of Motor Vehicles (DMV)."	✓		
4.4	OTHER SPECIFICATIONS AND STANDARDS	Reference to specifications, standards, and test methods shall be to those in effect on the date of the Invitation to Bid.	✓		
5.	GENERAL INFORMATION AND REQUIREMENTS				
5.1	ACCESSORIES REQUIRED AND OPTIONAL	Unless otherwise specified in the Request for Proposal (RFP), vehicle manufacturer's standard advertised/published accessories and other options shall be chassis-factory installed, on all vehicles <u>except</u> medium-duty cab and chassis units, but including light-duty cab and chassis units. An individual option shall be factory installed whether the option is available separately, or as part of an option package. Where available, the vendor shall provide the manufacturer's standard and optional feature codes as they align with the specifications. When only provided as part of an option package, all package items, including the individual option shall be provided. Vehicle manufacturer's standard advertised/published accessories for medium-duty cab and chassis units shall be furnished and installed by the chassis manufacturer (if available) or they shall be furnished and installed by dealer or other manufacturers, <u>provided</u> all specified minimum requirements are met.	✓		
5.2	BATTERIES	OEM standard batteries required.	✓		
5.3	DEALER BODY/COMPONENT REQUIREMENTS	Dealers to submit manufacturer's current, regularly published literature on the body, toolbox, and other aftermarket components offered. Literature shall be sufficiently detailed to permit the City of Lubbock to determine if the items offered meet specified requirements. If the bodies/components are discontinued by the manufacturer or become otherwise unavailable, dealer shall submit literature on proposed alternate(s) for City of Lubbock's approval.	✓		
5.4	EQUIPMENT	No equipment mounted on City of Lubbock vehicles shall, under any circumstances, be welded to the frame at any point between the front of the	✓		

	MOUNTING	front spring hanger and the rear of the rear spring hanger. Also, all holes for bolting must be drilled in the accepted manner and the burning of said holes shall not be acceptable under any condition. Further, no holes shall be drilled in top or bottom flange of truck from unless drilling is confined to the section behind the rearmost attachment of the rear spring hangers or for pre-formed factory-made rail bolt holes for subsequent body installation. Welding or torching cutting shall be confined to "boxing" the rear end of the truck frame (as required for dump equipment to allow full dumping angle). All such work shall be confined to area behind rear spring hangers. Mounting strip between hoist sub-frame of dump body and truck frame may have flame cut holes to countersunk rivets on truck frame. Chassis frame rivets shall not be removed or cut flush with frame for any reason. Any mounting of aftermarket bodies or equipment may require special wheelbase and cab/axle dimensions to achieve correct weight distribution. Dimensions will be verified by City of Lubbock, and aftermarket vendor to accommodate intended use of vehicle. All mounting of special aftermarket equipment shall meet manufacturer's installation requirements and all state and federal standards.	✓		
5.5	SAFETY PLAQUES OR DECALS	Safety plaques or decals shall be furnished on vehicles and bodies, and shall be affixed at any hazardous area. The safety plaques or decals shall describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequences of human interaction with the hazard. Permanent plaques are preferred to decals. Type, size, and location of product safety plaques or decals shall be in accordance with ANSI 535.4-1995 or latest revision thereto.	✓		
5.6	GRILLE GUARDS AND HEADACHE RACKS	Are required to have, permanently affixed, model and manufacturer identification. Lack of this identification will be cause for rejection of the unit.	✓		
5.7	LICENSE PLATE ATTACHMENT	Each vehicle, except cab and chassis units, shall be furnished with means and adequate space for attaching the rear license plate without modification. Illumination provided for the license plate shall be in compliance with Texas motor vehicle laws.	✓		
5.8	LOGOS AND DECALS	Do not place decals or markings of any type pertaining to advertisement other than manufacturer's name or model designation normally installed by manufacturer on equipment delivered to the City of Lubbock.	✓		
5.9	MANUALS	Each awarded vendor will include in each vehicle an owner's or operator's manual. This will include all standard manufacturer/vendor literature normally furnished and as required by law with the purchase of a new vehicle. In addition to the print version of the manual, the OEM or Dealer shall provide these documents in an electronic format such as CD-ROM and/or a link to their website.	✓		
5.10	MUD FLAPS	Mud flaps shall be installed complete on all vehicles prescribed by law to meet the Department of Public Safety regulation and following requirements: Mud flaps or truck splash guards, color to be black, anti-sail and anti-splash type, constructed of rubber or polyethylene, 24 inches wide, ¼ inch minimum thickness, and of sufficient strength to reach within 8 inches of the surface of the highway. They shall be constructed in such a manner so as to prevent sailing and water splashing. They shall have punched mounting holes. If furnished in rubber material, they shall be fully molded and cord-reinforced with metal inserts to prevent sailing and shall weight a minimum of 18 pounds per pair. NOTE: No advertisements are permitted on mud flaps.	✓		
5.11	NEW MODELS	The vehicles furnished under this specification shall be the latest production model and shall be of good quality workmanship and material. The bidder represents that all of the units offered under this specification shall meet or exceed the minimum requirements specified.	✓		
5.12	ODOMETER STATEMENT	The Truth in Mileage Act requires the selling dealer to furnish a complete odometer statement to the purchaser. This statement must be complete and	✓		

		<p>shall include mileage accrued at the point of delivery. In addition to the signature of the seller/agent certifying the odometer reading, both the dealership and the name of the agent shall be printed on the Odometer Disclosure Statement. The odometer statement on the MSO will satisfy this requirement.</p> <p>NOTE: Odometer statement is not required on trucks with a gross vehicle weight rating of 16,000 pounds or more.</p>	✓		
5.13	SERVICING AND EQUIPPING	<p>Awarded vendor(s) shall furnish automobiles and trucks meeting or exceeding the minimum requirements and equipped exactly as listed for makes and models and with any other requirements specified in the Invitation to Bid. The vehicles shall be completely assembled, serviced, adjusted, and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation. If vehicles are delivered not made ready for continuous operation, it will be the vendor's responsibility to have the units made ready for continuous operation prior to acceptance. It shall not be the City of Lubbock's responsibility to arrange for the units to be made ready, including transporting units to local dealership for warranty repairs prior to acceptance. Standard equipment means those components and accessories usually and ordinarily furnished without additional cost on regular production models.</p>	✓		
5.14	SPEEDOMETER	<p>Each vehicle shall be equipped with a speedometer having an odometer as an integral part. The speedometer drive mechanism must be properly calibrated in relation to each axle ratio and tire size to give accurate readings.</p>	✓		
5.15	TIRES	<p>All tires shall be new and the tread style shall be the tire manufacturer's standard design and the brand furnished on regular production orders, unless otherwise specified in the Invitation to Bid. All tires shall be "ORIGINAL EQUIPMENT LINE" quality and have not less than a "B" heat rating.</p> <p>NOTE: Raised white letters are NOT acceptable on light-duty and truck type tires. Vehicles equipped with RH5 degree multiple piece center-locking are not acceptable.</p>	✓		
5.16	SAFETY NOTICES AND RECALLS	<p>All safety notices and recalls shall be mailed to the City of Lubbock address designated on the purchase order for the destination of goods.</p>	✓		
5.17	STATE OF TEXAS VEHICLE DELIVERY DATE SHEET	<p>At delivery, the awarded vendor(s) shall provide with each vehicle a State of Texas Vehicle Delivery Data Sheet to include the following information: SUMMARY: Purchase order number, requisition number, delivery date, purchase cost, odometer reading at delivery, warranty expiration (date and miles or delayed). IDENTIFICATION: Vehicle identification number (VIN), year, make, and model. READINGS: Meter type (miles or hours), primary fuel type, fuel capacity, engine oil capacity, and transmission fluid capacity. RATINGS: Gross vehicle weight rating (GVWR), vehicle emissions rating (VER), EPA miles per gallon (MPG) rating, and engine family code. SPECIFICATIONS: Number of tires, tire size, wheelbase, transmission type (manual or automatic), drive type (2-wheel, 4-wheel, etc.), engine size, and number of cylinders.</p>	✓		
5.18	OEM VEHICLE WINDOW STICKER/DECAL	<p>The OEM window sticker/decals as affixed by the manufacturer shall be considered part of the required delivery documents. The vendor shall ensure this document is safeguarded during the pre-delivery and delivery processes and must replace it if it is destroyed or lost. This requirement does not apply to medium-duty and heavy-duty trucks.</p>	✓		
6.	INSPECTION				
6.1	VEHICLE INSPECTION	<p>The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Sticker shall be attached prior to delivery to the City of Lubbock (2 years inspection sticker for vehicles through ¾ ton pickups and 1 year inspection sticker for 1 ton trucks and</p>	✓		

		up).			
6.2	CHECK-IN INSPECTION	The City of Lubbock shall check the vehicle upon delivery to ensure compliance with this specification and any other specific requirements. The vendor shall deliver with the vehicle a vehicle-specific line-setting ticket, manufacturer's invoice, and MSO or any official documentation to verify the fact that ordered options, GVWR rating, and other requirements have been met.	✓		
7.	MANUFACTURER'S STATEMENT OF ORIGIN (MSO)	Awarded vendor(s) shall furnish the City of Lubbock a MSO (Certificate of Title will not meet this requirement). A vehicle shall not be considered "delivered" unit the MSO is received by the City of Lubbock. MSO shall be furnished at time of delivery and shall be made out in the name of the City of Lubbock, providing the following: GVWR for the particular model specified, or; The GVWR required for the City of Lubbock's written exception, or; A greater GVWR required by extra equipment, and; Nominal Weight Rating (in tons), Odometer Disclosure Statement.	✓		
8.	PRE-DELIVERY SERVICE	All units (including complete vehicles and cab and chassis units) shall include new vehicle pre-delivery service. The following service shall be performed before the unit(s) are delivered to the City of Lubbock:	✓		
8.1		All fluid levels checked and maintained with the proper grade and type of fluids.	✓		
8.2		Pre-delivery inspection and service on chassis.	✓		
8.3		The interior and exterior of the unit(s) shall be clean and freshly washed at time of delivery.	✓		
8.4		A minimum of ¼ tank must show on fuel gauge when delivered.	✓		
8.5		The awarded vendor(s) or their representative who is responsible for the final delivery shall attach signed certificates to the unit(s) stating that the above service was performed and that inspection indicates they are in good condition and ready for delivery.	✓		
8.6		Vehicles shall be equipped with all accessories as stated in the purchase order prior to delivery. The unfitting or servicing of ordered vehicles on the premises is not permitted.	✓		
8.7		All shipping tickets shall reference the applicable City of Lubbock requisition/purchase order number(s) and will accompany each delivery shipment. If shipping tickets are received without applicable City of Lubbock requisition/purchase order number(s), delivery may be rejected at the City of Lubbock's option.	✓		
8.8		Window sticker shall remain attached to the vehicle.	✓		
8.9		The vendor shall provide an official and acceptable weight certificate when applicable and required for vehicle registration. This section excludes cab and chassis vehicles delivered for later upfit.	✓		
9.	VENDOR DELIVERIES	Vendor shall prevent undue delay or imposition upon City of Lubbock personnel at the time of delivery. City of Lubbock WILL NOT provide equipment (crane, winch, etc.) or assistance for unsaddling piggybacked chassis, off-loading convoyed unit(s), or other delivery processes.	✓		
10.	WARRANTY, SERVICE, AND SERVICE CONTRACTS		✓		
10.1	WARRANTIES, ACCESSORIES	The awarded vendor(s) shall furnish a copy of the manufacturer's standard warranty on minor accessories such as batteries and tires and major accessories such as Dump, Stake, Platform, and Utility Bodies, side-mounted tool compartments and tool boxes at the time of delivery to the	✓		

		City of Lubbock.			
10.2	WARRANTIES, NEW VEHICLES	The awarded vendor(s) shall furnish the City of Lubbock a New Vehicle and/or Chassis Manufacturer's Warranty which will be honored by any of the manufacturer's authorized dealers. The warranty shall be comparable to or better than those offered to the general public. Bumper-to-bumper Years <u>2</u> Miles <u>250,000</u> Powertrain Years <u>2</u> Miles <u>250,000</u> Bidder shall indicate the length (in years and miles) of the OEM new vehicle warranty on each of their responses to bids based on this specification. Vendor shall furnish a complete copy (detailing coverage and exclusions) of the new vehicle warranty to agencies with each vehicle delivered. Vendor shall also provide an additional copy within 10 working days after request.	✓		
10.3	WARRANTIES, DEDUCTIBLES	All warranty repairs shall be performed without accessing the City of Lubbock warranty deductibles. Awarded vendor(s) shall be responsible for any warranty deductibles required for warranty repairs. Warranties shall be ZERO deductible.	✓		
10.4	WARRANTIES, DELAYED	Delayed warranties must be available for all vehicles. Warranty start date shall be effective the day the completed unit is placed into service. Vendor shall furnish a delayed warranty card/document with each delivered unit, advising City of Lubbock personnel of the procedures to be followed for obtaining delayed start of warranty coverage. Requests for delayed warranties will not exceed 6 months after delivery.	✓		
10.5	WARRANTIES, DEALER INSTALLED ITEMS	Awarded vendor(s) shall warrant all dealer installed items for quality and workmanship. Warranty shall include 100 percent coverage for all options, components and labor.	✓		
11.	VEHICLE WEIGHT RATINGS	Gross vehicle weight rating (GVWR) shall be minimum of 64,000 pounds.	✓		
11.1		Trucks shall be legally capable of operating at a maximum gross weight of 64,000 pounds.	✓		
12.	CHASSIS	Chassis, components, and accessories (including aftermarket/non-OEM up-fits) shall comply with all applicable recommended practices of The Maintenance Council (TMC).	✓		
12.1		The effective cab-to-trunnion dimension shall be: 132 inches with horizontal muffler to accommodate the 15.6 cu yd dump body.	✓		
12.2		Frame shall be minimum 2,585,000 RBM if single channel non-reinforced. If frame is reinforced, it shall be minimum 2,100,000 RBM and the reinforcement shall extend from the back of the cab to within at least 6 inches from the end of the frame. Truck to have Front Frame extensions that extend at least 24 inches beyond the grill of the truck. This frame shall be a continuation of the truck frame with no splices. And bumper attached to end of frame.	✓		
12.3		Special Chassis Requirement: No equipment shall be bolted inside the frame from immediately behind the cab and extending 9 inches toward the rear of the unit. In addition, a clean frame rail (inside and outside) shall be provided on the passenger's side from the back of the cab to the front of the rear spring hanger. A clean frame rail shall also be provided from immediately behind the rear spring hanger to the end of the frame on both frame rails.	✓		
12.4		Rearmost cross member shall be positioned a minimum of 14 inches from the rear end of the truck frame. No portion of the rearmost cross member shall intrude into this area. The intent of this requirement is to position the cross member forward of the rear hinge point of a Galion FD63126 NTEA approved class 90, 26.5 ton dump body hoist.	✓		
13.	DRIVELINE COMPONENTS	Engine, transmission, and tandem drive rear axle offered shall have been in regular production and offered for sale to public and private entities for a minimum of 12 calendar months prior to solicitation opening. Drive line	✓		

		components shall meet the following requirements:	-		
13.1		Engine shall be electronically controlled, in-line 6-cylinder design. Shall have minimum 350 SAE gross horsepower at 2,100 RPM, and minimum 1,200 ft/lb gross torque at governed rpm. Engine repairs shall be available at any facility authorized as a repair provider by the applicable engine manufacturer. Engine shall have electronic shutdown protection and shall also include engine exhaust brakes.	-		
13.2		Transmission shall be automatic shift type, and furnished with auxiliary transmission oil cooler, as recommended for severe service applications by transmission manufacturer, suitable for the applications described in the Scope, and meet the performance requirements in paragraphs 7. through 7.5 and shall have PTO provisions.	-		
13.3		Full tandem drive rear axle GAWR shall be 46,000 pounds minimum. Tandem shall be single speed, single reduction with inter-axle differential and power divider lockout, or single speed, double reduction with automatic power divider system. Shall be equipped with Axle-Lockout. Axle lockout should be equipped with driver controlled traction differential on both axles.	-		
13.4		Transmission and rear axles shall be equipped with synthetic lubricants, and be labeled as such.	-		
14.	PERFORMANCE REQUIREMENTS	The driveline components offered shall provide the following minimum performance in the intended application:	-		
14.1		Maximum vehicle speed in top gear shall be electronically limited to 72 mph.	-		
14.2		Cruise control shall be provided, and be electronically set at 60 mph.	-		
14.3		Shall provide minimum 1.1 percent gradeability at 55 mph steady-state at peak torque, based upon 64,000 pound GVWR.	-		
14.4		Shall provide minimum 20 percent startability from a complete stop (at clutch engagement) based upon 64,000 pound GVWR.	-		
14.5		Respondents shall furnish documentation verifying the driveline configuration offered meets all specified requirements. Documentation shall be with the solicitation, and prior to purchase order award. City of Lubbock will make the final determination on acceptability of a proposed drivetrain, and it's suitability for the intended application.	-		
15.	DRIVE LINE AND ENGINE ACCESSORIES	All accessories necessary for operation shall be provided, to include but not limited to, the following:	-		
15.1		Heavy-duty battery(ies) shall deliver a starting power of at least 1,800 cold-cranking amperes (CCA) at zero degrees Fahrenheit.	-		
15.2		Battery disconnect switch used to shut down the entire battery fed electrical system.	-		
15.3		Heavy-duty 12 volt alternator or generator rated at minimum 145 amperes.	-		
15.4		Oil pump.	-		
15.5		Full-flow type oil filtration system with replaceable filter and provision for bypassing oil to the engine as the filter becomes clogged.	-		
15.6		Heavy-duty radiator, maximum cooling capacity offered by manufacturer.	-		
15.7		Silicone radiator hoses and silicon water lines.	-		
15.8		OEM standard coolant.	-		
15.9		Automatic or viscous fan clutch.	-		

15.10		110 volt engine block heater.	✓		
15.11		Horizontal muffler, with guard(s). The lower edge of the muffler must not be lower than fuel tank(s), and not interfere with the PTO.	✓		
15.12		Magnetic drain plugs in transmission case and rear axle housings.	✓		
15.13		Diesel engine filtration system shall include at least two stages of filtration. Filter stages may consist of a primary and a secondary filter, or a two-stage filter in a common housing. At least one drain shall be provided in the system to prevent water damage to the injection system. All items shall be factory installed.	✓		
15.14		Cold weather starting aid shall be automatic with internal electronic control, or manual with in-cab controls.	✓		
15.15		Single-element high capacity filter air cleaner. Indicator shall be easily visible from the operator's station.	✓		
16.	TIRES	Tires furnished shall be GOODYEAR DURASEALS appropriate for the applications described and be of high quality design, materials, and workmanship. Tires shall meet Uniform Tire Quality Grading Standards, with UTGQ grades stamped on the side-wall. Tires shall also comply with all US DOT Tire Safety Standards, with federal DOT marking stamped on the side-wall.	✓		
17.	FRONT AXLE, WHEELS, AND TIRES				
17.1		Front axle GAWR shall be 18,000 pounds minimum. NOTE: Set back front axles are not acceptable.	✓		
17.2		Front shock absorbers, double action hydraulic.	✓		
17.3		Wheel bearings shall be fluid lubricated with synthetic lubricants.	✓		
17.4		Wheel seals shall be STEMCO wet type standard unitized with sight glass, or City of Lubbock approved equal.	✓		
17.5		Front tires shall be Goodyear Duraseals and shall be 315/80R \times 22.5 – 20 ply rating (Load Range J).	✓		
17.6		Mounted on two each hub piloted, 10 hole, disc wheels with 8.25 inch rims.	✓		
17.7		Steel-belted radial-design.	✓		
17.8		On highway, all position, tread design.	✓		
18.	REAR SUSPENSION, WHEELS, AND TIRES				
18.1		Suspension shall be spring suspension type, with extended leaf springs.	✓		
18.2		Wheel bearing shall be fluid lubricated with synthetic lubricants.	✓		
18.3		Wheel seals shall be STEMCO wet type standard unitized, or City of Lubbock approved equal.	✓		
18.4		Rear tires shall be Goodyear Duraseals and shall be 11R x 22.5 – 16 ply rating (Load Range J).	✓		
18.5		Mounted on eight each hub piloted, 10 hole, single-piece steel disc wheels with 8.25 inch rims.	✓		
18.6		Steel-belted radial-design.	✓		
18.7		Mud and snow, all position, tread design.	✓		
18.8		Dust shields (rock guards) shall be provided for each rear axle.	✓		
18.9		Dual tire pressure equalization valves shall be furnished and installed. Valves shall be designed to provide constant visual monitoring and equalization of air pressure in dual tire assemblies, and protect against slow	✓		

		leaks by isolating either tire in the event of a pressure drop of 10+ psi. Valves shall have a color coded air pressure display to indicate tire pressure (over/under) and be factory pre-set at 95 psi to supply the tires provided. A single inflation point with corrosion resistant valve stem cover and a 360 degree swivel type hose connection shall be provided. Valve shall be mounted to the hub or lug bolts of dual wheels.	✓		
19.	BRAKES	Antilock brake system (full vehicle wheel control system, 4S/4M) with air brakes for straight truck application, complete with:	✓		
19.1		Compressor, minimum 12 cubic feet.	✓		
19.2		Reservoir.	✓		
19.3		Low air pressure warning indicator in cab.	✓		
19.4		Spring-set type parking brake.	✓		
19.5		Air brake lines shall be routed through the chassis and shall be securely fastened to the frame at intervals sufficient to prevent nagging and to provide clearance of any mechanical parts.	✓		
19.6		Air dryer – including integral 100 watt heater, shall be easily accessible, with spin on desiccant cartridge and automatic moisture ejector – for air brake system/reservoir(s) with automatic tank air drain.	✓		
19.7		Automatic slack adjusters – front and rear.	✓		
20.	STEERING	Truck shall be equipped with power steering of type normally recommended by manufacturer for left hand drive (Dual drive is not acceptable), and shall have a minimum wheel cut of 53 degrees.	✓		
21.	CAB	The truck shall have an enclosed cab. Hood and fender unit shall maintain a 70-degree forward tilt, without contact with the bumper. When gauges are specified, indicator lights are not acceptable. Trucks shall be equipped with, but not limited to, the following:	✓		
21.1		Cab grab handles.	✓		
21.2		Tachometer.	✓		
21.3		Speedometer.	✓		
21.4		Ammeter or voltmeter.	✓		
21.5		Oil pressure gauge.	✓		
21.6		Engine coolant temperature gauge.	✓		
21.7		Fuel gauge.	✓		
21.8		Air pressure gauge.	✓		
21.9		Electric powered intermittent windshield wipers (air not acceptable) with washers for both sides.	✓		
21.10		National Cush-N-Aire equal air-ride high back driver and passenger seats with non-vinyl fabric. The minimum height from the Cush-N-Aire seat cushion, in its lowest position, to the interior cab roof shall not be less than 40 inches.	✓		
21.11		Dual sun visors.	✓		
21.12		Fresh air type heater and defroster.	✓		
21.13		Air conditioner, factory installed.	✓		
21.14		Electrically heated rear view mirrors, OEM metal framed, exterior west-coast rearview type left and right side mirrors with a minimum 6" x 16" viewing surface. In addition, and 8" convex spot mirror shall be installed on the bottom support arm bar of the rearview mirror, and a 3" convex spot mirror shall be installed on the top support arm bar of the rearview mirror for the driver's side only. Mirror support systems shall be a break-away type design.	✓		

21.15		Hourmeter shall be factory installed if available from the OEM. If the hourmeter will be an after-market installation, it shall be electric, quartz type, shock proof, in a sealed case, with readout to 9,999.9 hours. Three screw or flush mount with system voltage between 10-32V.	✓		
21.16		AM-FM radio, chassis factory-installed standard brand. Antenna, which may be an integral part of the windshield, shall be furnished and mounted.	✓		
21.17		Two entry steps (step tank(s) and under-fuel tank) shall be provided on each side of the cab. Anti-skid surface shall be furnished on entry steps.	✓		
21.18		Cab shall be furnished with OEM maximum noise suppression package. Cab shall meet EPA noise level requirements effective on date of delivery.	✓		
21.19		Power windows and power locks.	✓		
21.20		Four additional dash mounted, two position (on/off) toggle switches, with power supplied to each switch. Power to switches shall be supplied from an easily accessible power strip or junction box located behind or under driver or passenger seat. Each terminal on power strip or junction box shall be supplied with power and each circuit protected by a minimum 20 amp manual or automatic reset circuit breaker(s) (SAE type III with trip indicators). Switches shall be factory installed if available from OEM.	✓		
22.	TRUCK	The truck shall be equipped to include, but not be limited to, the following:	✓		
22.1		Directional signals with flasher.	✓		
22.2		Clearance lights and reflectors meeting Texas Motor Vehicle Laws and Texas Department of Public Safety Requirements.	✓		
22.3		Front fenders and bumpers.	✓		
22.4		Front tow hooks.	✓		
22.5		Radiator protector/stone guard shall be behind, or integral with, the front grille.	✓		
22.6		License plate bracket on front bumper.	✓		
22.7		Twin air horns, if available from OEM, or single trumpet air horn if twin air horns are not available.	✓		
22.8		Sealed beam or halogen headlights.	✓		
23.	FUEL TANK	Shall be equipped with one ICC approved frame mounted safety fuel tank with a total minimum 100 gallon capacity. Shall include all necessary valves, hoses, and gauges.	✓		
24.	TWO-WAY MOBILE RADIO FREQUENCY INTERFERENCE (RFI) SUPPRESSION PACKAGE (for Land Mobile Radio Transceiver Interference)	Trucks will have land mobile radio transceivers installed after delivery. These transceivers will operate in either a low band (30 to 50 MHz), high band (150 to 174 MHz), or UHF band (450 to 512 and 806 to 870 MHz). Antennas will be mounted on the roof, front fender, and/or rear fender. These trucks will be subject to testing upon delivery in accordance with the tests defined below. Dealer's must provide OEM's RFI ordering code designation with their solicitation response.	✓		
24.1		Radio Transceiver Immunity: All truck electronic circuits including, but not limited to, ignition, AM/FM radio receivers, computers, emission controls, fuel pumps, wiper motors, and alternative fuel electronic components shall be designed to suppress, bypass, or otherwise prevent interference from affecting the radio transceiver.	✓		
24.2		Vehicle Immunity: The truck electronic equipment shall not be adversely affected in operation, safety, or control by radio frequency (RF) energy generated and radiated by the transmitter portion of installed receivers (up to 120 watt output).	✓		

25.	SAFETY PLAQUES OR DECALS	Product safety plaques or decals shall be furnished and affixed at the operator's station and at any hazardous area. The safety plaques or decals shall describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequence of human interaction with the hazard. Permanent plaques are preferred to decals. Type, size, and location of product safety plaques or decals shall be in accordance with current ANZI Z535.4.	-		
26.	PAINTING	The unit shall be painted an approved manufacturer's standard lead free bright white color, except for glass, rubber, and those metallic accessories or fixtures constructed of rust-resistant or plated material not normally painted.	-		
27.	COMPLETED UNIT INSPECTION	Upon completion, installer shall deliver unit to City of Lubbock. Vendor shall deliver unit to City of Lubbock, 206 Municipal Drive, Lubbock, Texas, cleaned, with at least ¼ tank of fuel, for compliance inspection. A compliance inspection will be performed prior to acceptance.	-		
DUMP BODY					
1.	GENERAL	15.6 CUBIC YARD DUMP BODY WITH SIDE BOARDS AND HYDRAULIC CONVEYORS AND SPINNERS.	-		
2.	SCOPE	It is the intent of these specifications to describe a 15.6 cu yd capacity dump body with side boards and hydraulic conveyors and spinners, in sufficient detail to solicit bids on comparable equipment. All parts not specifically mentioned, which are necessary to provide a complete unit, shall be included in the bid and conform in strength and quality of material and workmanship to OEM standards for a 15.6 cu yd capacity dump body. The 15.6 cu yd capacity dump body shall be a current model under standard production by the manufacturer.	✓		
3.	DESCRIPTION	This specification describes a Henderson Munibody dump body or City approved equivalent with a capacity of 15.6 cu yd. Dump body shall have side boards. 10.4 yard water level with hinged asphalt tailgate, center conveyor, front cross conveyor, and ONE REAR spinner, and hydraulic hoisting assembly furnished and installed upon a tandem rear axle cab and chassis with a cab-to-trunnion of 132 inches.	-		
4.	DUMP BODY	Henderson Munibody or City approved equivalent 15.6 cu yd capacity.	-		
5.	MODEL	Munibody standard.	-		
6.	DIMENSIONS	Length: 15 feet – Inside width: 95 inches	✓		
7.	METAL GAUGES	Conveyor floor – 3/16" AR400; Sides – 7 gauge grade 50 steel; Headsheet and Tailgate – 7 gauge grade 50 steel.	-		
8.	MOUNTING	12 inch stainless steel longills.	✓		
9.	BODY CAPACITY	15.6 cubic yard capacity with sideboard extensions.	✓		
10.	HEADSHEET / TAILGATE	Headsheet shall be minimum 60 inches and tailgate shall be minimum 48 inches.	✓		
11.	TAILGATE	Asphalt 7 gauge grade 50 steel. Air tailgate release with dual spring over center latch.	-		
12.	HEIGHT ON SIDES	34 inch metal sides with 6 inch pressure-treated, weather resistant, hardwood sideboard extensions.	-		
13.	PTO CONTROLS	Air operated PTO engagement with controls mounted convenient to operator's reach in cab.	-		
14.	HOIST	Galion FD63126 NTEA approved class 90, 26.5 ton or City of Lubbock approved equal.	-		

15.	CYLINDER	Shall be of the multi-stage design with holding features to prevent the bed from falling in the event of a line failure.	✓		
16.	MAIN CONVEYOR	28 inch chain (one slat per link) main conveyor variable speed with cover made of same material as bed floor.	✓		
17.	CROSS CONVEYOR	20 inch front cross conveyor belt reversible and variable speed with cover made of same material as bed floor.	✓		
18.	SPINNER ASSEMBLY	1 spinner assembly mounted on the back of the bed of the truck and in such a position as to not to interfere with the normal operation of the vehicle. Spinner shall be equipped for easy removal and quick disconnects on hydraulic lines for all spinner assemblies.	✓		
19.	HYDRAULIC SYSTEM	Transmission mounted hot shift PTO and pump assemblies with air engagement and mechanical control of hoisting and lowering of dump body. PTO must stay engaged at engine maximum governed speed. Pump shall be of the design for continuous operation with sufficient pressure and flow rate for continuous heavy operations (in +90 to -20 degree Fahrenheit temperatures) of a salt/sand spreader and reversible plow operation. Hydraulic plumbing shall be furnished with quick coupler disconnect mounted near each spinner, and plow so spinner and plow can be removed, and of sufficient size to provide unimpeded independent flow to spinner motors and plow cylinders. Return line of sufficient size to handle return fluid from all motors operating at full capacity. All lines to and from rear of truck shall be rigid heavy duty hydraulic lines. Lines need to be protected from coming into contact with truck frame. An electrically controlled selector valve shall be included to switch between dumping and spreader operations. System shall have spin-on filters between reservoir and pump that will not impede flow, but also protect pump from foreign material.	✓		
20.	HYDRAULIC RESERVOIR	Reservoir shall be a minimum 30 gallon capacity with baffles. mounted on the side frame rail (outside) without interfering with dump bed operation. and allow sufficient ground clearance. Reservoir shall be equipped with a shut-off valve capable of shutting off all flow from the tank.	✓		
21.	SPINNER AND PLOW CONTROLS	The cab shall be fitted with controls that control the on/off and speed of each spinner and conveyor motor independently. Each control shall be marked for function and shall be located conveniently for the operator. All hydraulic lines located inside the cab shall be covered/enclosed so as to protect the operator and passengers from hot oil in case of a line failure. Plow shall be operated with a dual cable joy stick for up/down and left/right operation mounted between seats.	✓		
22.	CAB PROTECTOR	One-half cab protector shall cover approximately one-half of the truck cab (minimum 20 inch overhang).	✓		
23.	INTEGRAL TARP SYSTEM	Full load cover tarp with back to front roll-up feature, capable of being deployed or retracted by operator while standing on the ground. Tarp must be in contact with the bed from front to rear when deployed.	✓		
24.	LIGHTING	Dump body to have at the rear, recessed rubber mounted LED stop, turn signal, and marker lights. All wiring to be ran in a loom and secured to the bed. 360 degree Whelen super LED beacons shall be mounted to the front corners of the dump body cab protector and controlled from the cab with a lighted toggle switch.	✓		
25.	LADDER	Driver's side mounted ladder and access steps to dump body to be made out of 1 inch wide Bustin step material and long enough to have both feet comfortably on one step. Minimum 3 steps equally spaced. Grab handles are required and positioned for easy access to dump bed to operate in conjunction with ladder and steps.	✓		

26.	BODY PREPERATION	Entire body shall be chemically cleaned with a phosphate solution before priming. Primed with a high quality 2 component primer.	✓		
27.	PAINTING	Body and attachments shall be cleaned, primed, and painted with acrylic enamel or poly type paint finish, black color, and shall be painted in such a way as to resist chips, cracked, or corrosion.	-		
28.	TRAINING	The vendor shall provide training on the operation of the hydraulic system including training literature.	-		
29.	SAFETY PLAQUES OR DECALS	Safety plaques or decals shall be furnished, and shall be affixed at any hazardous area. The safety plaques or decals shall describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequences of human interaction with the hazard. Permanent plaques are preferred to decals. Type, size, and location of product safety plaques or decals shall be in accordance with ANSI 535.4-1995 or latest revision thereto.	-		
30.	STANDARD PRODUCT, PERFORMANCE, AND INSTALLATION WARRANTIES	Standard product, performance, and installation warranties shall include a written detailed explanation of covered components that include a complete listing of exclusions. Warranty shall be ZERO deductible.	✓		
30.1		The bidder shall attach all standard product, performance, and installation warranty documentation for the utility service body and crane. At a minimum, the documentation shall include product descriptions, filing forms, requirements, certifications, processes, and conditions that trigger a claim and what is required by the consumer to be eligible to file claims.	-		
30.2		The vendor is also required to have completed all the appropriate standard warranty documentation previously submitted as part of the bid, filed with applicable manufacturers in a timely manner, with supporting evidence of filings and/or mailings, and deliver copies to City of Lubbock upon delivery.	✓		
30.3		The vendor must provide eligibility certification documents from the product manufacturer in the event they are to be certified to install the product.	-		
30.4		Vendor responsibilities include picking up the cab and chassis from the City of Lubbock at 206 Municipal Drive, Lubbock, TX 79457.	✓		
30.5		The vendor is also responsible for installing the utility service body, electric crane, and ancillary equipment according to the specifications and manufacturer recommendations. In addition to making all modifications required in the specifications, the vendor is required to conduct testing to ensure operability according to manufacturer's recommendation, and returning the completed unit in the time specified in the bid in "Operational Ready" condition. "Operational Ready" condition is defined as ready for immediate in-service operation.	✓		
30.6		The successful bidder assumes all liability, fiscal responsibility, and operational oversight of ensuring that the vehicle(s) are equipped as specified, transported to the appropriate vendor(s) (as required) for all installs, and delivered to the City of Lubbock in "Operational Ready" condition at the stated location on time.	-		
31.	STANDARD WARRANTY	The dump body, and components of the hydraulic system, controls, and the installation shall be 100% warranted, parts and labor, for not less than	✓		

		two (2) years after acceptance by the City of Lubbock.	✓		
32.	WARRANTY CONDITIONS	Vendor shall provide maintenance personnel on site, within twenty four hours of call. Travel expenses and transport of the vehicle for repairs, during the warranty period shall be the responsibility of the vendor	✓		
REVERSIBLE SNOW PLOW WITH ADJUSTABLE CUTTING EDGE TRIP					
1.	MOLDBOARD	<p>Height 42 Inches</p> <p>Length 12 Feet</p> <p>Cutting path at 35 degrees 118"</p> <p>10 GA grade 50 rolled moldboard with eight 1/2" x 3 1/2" ribs for extra strength and rigidity</p> <p>All welds must be continuous (skip welds not acceptable)</p> <p>Reinforced 4" x 4" x 3/4" bottom angle with an additional 4" x 3" x 1/2" trip edge angle.</p> <p>3 1/2" x 2 1/2" x 3/8" top angle with holes to allow moisture to escape.</p> <p>Two horizontal braces for added rigidity</p> <p>Attach angle adjustable to 5 degrees, 10 degrees and 20 degrees.</p> <p>5/8" x 8" one piece cutting edge with AASHO punching-standard</p> <p>10" caster wheel</p> <p>6" Carbide Cutting Edge</p>	✓		
2.	ADJUSTABLE CUTTING EDGE TRIP ASSEMBLY	<p>One piece cutting edge torsional trip with five 3/4" square torsional springs.</p> <p>Three position adjustment on each individual torsion spring on the trip assembly to allow for changes in road conditions.</p> <p>Must be designed to allow zero insertion force during assembly and disassembly with common hand tools and adjusting wrench (adjusting wrench supplied from factory).</p> <p>Two round 1 1/2" "think curb guards are attached to trip edge tube on the outer ends of plow.</p>	✓		
3.	PUSH FRAME	<p>Push frame width is 96"</p> <p>Semi-circle is 3-1/2" x 3-1/2" x 1/2" angle welded to 4" x 4" x 3/8" structural tube.</p> <p>Six (6) moldboard-to-push frame pivot points with 1-1/4" bushings pin to two 5/8" mounting ears.</p> <p>Moldboard attack angle brace connection plates are encased and continuous welded to the push frame.</p> <p>Twin 3" x 10" x 1-1/2" nitrated hydraulic cylinders are double-acting for heavy duty power reversing.</p> <p>Twin reversing cylinders are located <i>above</i> the push frame for protection against road debris and for ease of maintenance.</p> <p>Plow-mounted cushion valve (standard)</p>	✓		

4.	PAINT	<p>All metal surfaces are to be cleaned to remove slag, splatter, oxide, and oil residue.</p> <p>All surfaces are high-pressure cleaned and degreased with phosphate solution prior to painting. Moldboard is primed with a high-quality catalyzed primer and then finished with Highway Orange enamel paint. Push frame assembly and hitch components are powder coat painted black.</p>	✓		
5.	FRONT HITCH ASSEMBLY	<p>Low Profile Level Lift quick hitch assembly design with manual tilt. Dual Chain lift for level lift in all positions. 3" by 10 "lift cylinder with Nitrated Rod. Bumper to frame kit installed to support hitch to frame. Stabilizer arms to extend back but not to interfere with spring shackles and steering gear.</p>	✓		
6.	OTHER	<ul style="list-style-type: none"> • Rubber Deflector • Sight Markers • Standard Manufacturer warranty 	✓		

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.

Bid Form
Vehicle and Equipment Replacement
City of Lubbock, TX
ITB 15-12414-SS

In compliance with the Invitation to Bid 15-12414-SS, 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 15-12414-SS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
-1-	1	Each	Truck, Left Hand Drive, Tandem Rear Axle, w/Reversible Snow Plow, per Specification No. 8712-AM	\$ NO BID	\$	
Model Year, Brand Name and Model Number:						
2.	1	Each	Concrete Truck - 66,000 lbs. GVWR Cab/Chassis with Pusher Axle, per Specification	\$ 218,410 ⁰⁰	\$ 218,410 ⁰⁰	180
Model Year, Brand Name and Model Number: 2016 FREIGHTLINER 114SB w/CONENTECH						
3.	1	Each	Motor Grader, Articulating Frame, per Specification No. 986-STR	\$ NO BID	\$	
Model Year, Brand Name and Model Number:						
4.	1	Each	Cab/Chassis & Dump Truck/Hauler, 6x4, per Specification No. 8710-LF	\$ NO BID	\$	
Model Year, Brand Name and Model Number:						
5.	1	Each	Pole Trailer, per Specification No. PT-TRF	\$ NO BID	\$	
Model Year, Brand Name and Model Number:						
6.	1	Each	One 6.5 Cubic Yard Versa-Vac, per Specification No. Versa-Vac	\$ NO BID	\$	
Model Year, Brand Name and Model Number:						
7.	1	Each	Flat Bed, per Specification No. NV-41-STR	\$ NO BID	\$	
Model Year, Brand Name and Model Number:						

* Purchase/Bid Docs/ITB 15-12414-SS Vehicle and Equipment Replacement

8.	1	Each	Service Body, per Specification No. NV-38-STR	\$ <u>NO BID</u>	\$	
Model Year, Brand Name and Model Number:						

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed

Total: \$218,410.00

**ARO - After Receipt of Order

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of ___%, net ___ calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES NO

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY 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:

Department/Cost Center requesting vehicle/equipment: _____
 Spec Content Reviewed & Approved by: _____
 Department Head Authorizing Release of Spec: _____
 Date: _____

REVISED
 CITY OF LUBBOCK, TX
 MINIMUM SPECIFICATIONS
 TRUCK, LEFT HAND DRIVE, TANDEM DRIVE REAR AXLE, DIESEL-POWERED,
 CAB AND CHASSIS, 66,000-POUND GVWR, WITH PUSHER AXLE, AND ONE 8 CU. YARD CAPACITY
 REAR DISCHARGE VOLUMETRIC MOBILE CONCRETE MIXER TO BE INSTALLED UPON THE CAB/CHASSIS UNIT

It is the intent of this specification, referenced documents, requirements and conditions sections to describe minimum performance requirements. The vehicle or product must meet or exceed the performance or construction described herein. The vendor shall be required to mark compliance or non-compliance to each item description in the space provided. All equipment furnished as standard to the general public on the product by the manufacturer shall be included, even when not specifically identified in this specification. Any deviations from the written specification with date as shown in the Invitation to Bid (ITB) shall be noted on the attached Exceptions to the Specification. In order to receive full consideration, ITB response quotation must follow this specification and the Invitation to Bid's terms and conditions.

VENDOR NAME: LUBBOCK TRUCK SALES INC. PHONE: 806-748-1529
 MAKE: FREIGHTLINER / CEMENTTECH MODEL: 114SD YEAR: 2016

NO.	ITEM	MINIMUM REQUIREMENTS	SELLER COMPLIANCE	
			YES	NO
	GENERAL	<p>The specification is divided into three sections:</p> <ol style="list-style-type: none"> 1. (1) 66,000 lb. GVWR cab/chassis with pusher axle 2. (1) 8 cu. yard rear discharge volumetric mobile concrete mixer 3. Installation upon the cab/chassis units <p>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.</p> <p>A Certificate of Conformity on the engine is to be furnished with bid submission.</p>	✓	
		CAB & CHASSIS		
1.	GENERAL	TRUCK, LEFT HAND DRIVE, TANDEM DRIVE REAR AXLE, DIESEL-POWERED, CAB AND CHASSIS, 66,000 GVWR with clear back of cab to include all frame mounted equipment and frame rails extending from top of cab to the ground.	✓	
2.	SCOPE	This specification describes a tandem axle, diesel powered cab and chassis for use by the City of Lubbock, Streets Department, for mounting an 8 cu. yard capacity volumetric mobile concrete mixer in accordance with ASTM C685 & meeting VMMB standards. All specified components shall be original equipment manufacturer (OEM) chassis-factory installed, when offered by the vehicle manufacturer. Truck(s) furnished to this specification shall be certifiable as straight trucks and shall meet or exceed the following requirements:	✓	

3.	NOTICE TO RESPONDENTS	DO NOT ASSUME STANDARD EQUIPMENT MEETS ALL OF THE DETAILED SPECIFICATIONS. Respondent is cautioned that any unit delivered to FOB point which does not meet specifications in every aspect will not be accepted.	✓		
4.	APPLICABLE SPECIFICATIONS, STANDARDS, RULES, AND REGULATIONS				
4.1	EXHAUST EMISSION STANDARDS	Vehicles furnished to this specification shall meet the applicable requirements of the EPA's Exhaust Emission Standards (40 CFR 85, 86, and 88) and all revisions as issued under authority of the Clean Air Act, current version.	✓		
4.2	FEDERAL MOTOR VEHICLE SAFETY STANDARDS (PL 89-563)	Vehicles shall meet or exceed the minimum requirements of this specification and all applicable requirements of the FMVSS. All requirements of this specification shall be met unless they are in conflict with the applicable FMVSS.	✓		
4.3	TEXAS MOTOR VEHICLE DIVISION CODE	"... any entity or person that manufactures, distributes, converts new motor vehicles (or represents any entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required to be licensed by the Texas Department of Motor Vehicles (DMV)."	✓		
4.4	OTHER SPECIFICATIONS AND STANDARDS	Reference to specifications, standards, and test methods shall be to those in effect on the date of the Invitation to Bid.	✓		
5.	GENERAL INFORMATION AND REQUIREMENTS				
5.1	ACCESSORIES REQUIRED AND OPTIONAL	Unless otherwise specified in the BID, vehicle manufacturer's standard advertised/published accessories and other options shall be chassis-factory installed, on all vehicles <u>except</u> medium-duty cab and chassis units, but including light-duty cab and chassis units. An individual option shall be factory installed whether the option is available separately, or as part of an option package. Where available, the vendor shall provide the manufacturer's standard and optional feature codes as they align with the specifications. When only provided as part of an option package, all package items, including the individual option shall be provided. Vehicle manufacturer's standard advertised/published accessories for medium-duty cab and chassis units shall be furnished and installed by the chassis manufacturer (if available) or they shall be furnished and installed by dealer or other manufacturers, <u>provided</u> all specified minimum requirements are met.	✓		
5.2	BATTERIES	OEM standard batteries required.	✓		
5.3	DEALER BODY/COMPONENT REQUIREMENTS	Dealers to submit manufacturer's current, regularly published literature on the body, and other aftermarket components offered. Literature shall be sufficiently detailed to permit the City of Lubbock to determine if the items offered meet specified requirements. If the bodies/components are discontinued by the manufacturer or become otherwise unavailable, dealer shall submit literature on proposed alternate(s) for City of Lubbock's approval.	✓		
5.4	EQUIPMENT MOUNTING	No equipment mounted on City of Lubbock vehicles shall, under any circumstances, be welded to the frame at any point between the front of the front spring hanger and the rear of the rear spring hanger. Also, all	✓		

		<p>holes for bolting must be drilled in the accepted manner and the burning of said holes shall not be acceptable under any condition. Further, no holes shall be drilled in top or bottom flange of truck from unless drilling is confined to the section behind the rearmost attachment of the rear spring hangers or for pre-formed factory-made rail bolt holes for subsequent body installation. Welding or torching cutting shall be confined to "boxing" the rear end of the truck frame (as required for dump equipment to allow full dumping angle). All such work shall be confined to area behind rear spring hangers. Mounting strip between hoist sub-frame of dump body and truck frame may have flame cut holes to countersunk rivets on truck frame. Chassis frame rivets shall not be removed or cut flush with frame for any reason. Any mounting of aftermarket bodies or equipment may require special wheelbase and cab/axle dimensions to achieve correct weight distribution. Dimensions will be verified by City of Lubbock, and aftermarket vendor to accommodate intended use of vehicle. All mounting of special aftermarket equipment shall meet manufacturer's installation requirements and all state and federal standards.</p>	✓		
5.6	SAFETY PLAQUES OR DECALS	<p>Safety plaques or decals shall be furnished on vehicles and bodies, and shall be affixed at any hazardous area. The safety plaques or decals shall describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequences of human interaction with the hazard. Permanent plaques are preferred to decals. Type, size, and location of product safety plaques or decals shall be in accordance with ANSI 535.4-1995 or latest revision thereto.</p>	✓		
5.7	GRILLE GUARDS AND HEADACHE RACKS	<p>Are required to have, permanently affixed, model and manufacturer identification. Lack of this identification will be cause for rejection of the unit.</p>	✓		
5.8	LICENSE PLATE ATTACHMENT	<p>Each vehicle, except cab and chassis units, shall be furnished with means and adequate space for attaching the rear license plate without modification. Illumination provided for the license plate shall be in compliance with Texas motor vehicle laws.</p>	✓		
5.9	LOGOS AND DECALS	<p>Do not place decals or markings of any type pertaining to advertisement other than manufacturer's name or model designation normally installed by manufacturer on equipment delivered to the City of Lubbock.</p>	✓		
5.10	MANUALS	<p>Each awarded vendor will include in each vehicle an owner's or operator's manual. This will include all standard manufacturer/vendor literature normally furnished and as required by law with the purchase of a new vehicle. In addition to the print version of the manual, the OEM or Dealer shall provide these documents in an electronic format such as CD-ROM and/or a link to their website.</p>	✓		
5.11	MUD FLAPS	<p>Mud flaps shall be installed complete on all vehicles prescribed by law to meet the Department of Public Safety regulation and following requirements:</p> <p>Mud flaps or truck splash guards, color to be black, anti-sail and anti-splash type, constructed of rubber or polyethylene, 24 inches wide, ¼ inch minimum thickness, and of sufficient strength to reach within 8 inches of the surface of the highway. They shall be constructed in such a manner so as to prevent sailing and water splashing. They shall have punched mounting holes. If furnished in rubber material, they shall be fully molded and cord-reinforced with metal inserts to prevent sailing and shall weight a minimum of 18 pounds per pair.</p> <p>NOTE: No advertisements are permitted on mud flaps.</p>	✓		

5.12	NEW MODELS	The vehicles furnished under this specification shall be the latest production model and shall be of good quality workmanship and material. The bidder represents that all of the units offered under this specification shall meet or exceed the minimum requirements specified.	✓		
5.13	ODOMETER STATEMENT	The Truth in Mileage Act requires the selling dealer to furnish a complete odometer statement to the purchaser. This statement must be complete and shall include mileage accrued at the point of delivery. In addition to the signature of the seller/agent certifying the odometer reading, both the dealership and the name of the agent shall be printed on the Odometer Disclosure Statement. The odometer statement on the MSO will satisfy this requirement. NOTE: Odometer statement is not required on trucks with a gross vehicle weight rating of 16,000 pounds or more.	✓		
5.14	SERVICING AND EQUIPPING	Awarded vendor(s) shall furnish automobiles and trucks meeting or exceeding the minimum requirements and equipped exactly as listed for makes and models and with any other requirements specified in the Invitation to Bid. The vehicles shall be completely assembled, serviced, adjusted, and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation. If vehicles are delivered not made ready for continuous operation, it will be the vendor's responsibility to have the units made ready for continuous operation prior to acceptance. It shall not be the City of Lubbock's responsibility to arrange for the units to be made ready, including transporting units to local dealership for warranty repairs prior to acceptance. Standard equipment means those components and accessories usually and ordinarily furnished without additional cost on regular production models.	✓		
5.15	SPEEDOMETER	Each vehicle shall be equipped with a speedometer having an odometer as an integral part. The speedometer drive mechanism must be properly calibrated in relation to each axle ratio and tire size to give accurate readings.	✓		
5.16	TIRES	All tires shall be new and the tread style shall be the tire manufacturer's standard design and the brand furnished on regular production orders, unless otherwise specified in the Invitation to Bid. All tires shall be "ORIGINAL EQUIPMENT LINE" quality and have not less than a "B" heat rating. NOTE: Raised white letters are NOT acceptable on light-duty and truck type tires. Vehicles equipped with RH5 degree multiple piece center-locking are not acceptable.	✓		
5.17	SAFETY NOTICES AND RECALLS	All safety notices and recalls shall be mailed to the City of Lubbock address designated on the purchase order for the destination of goods.	✓		
5.18	STATE OF TEXAS VEHICLE DELIVERY DATE SHEET	At delivery, the awarded vendor(s) shall provide with each vehicle a State of Texas Vehicle Delivery Data Sheet to include the following information: SUMMARY: Purchase order number, requisition number, delivery date, purchase cost, odometer reading at delivery, warranty expiration (date and miles or delayed). IDENTIFICATION: Vehicle identification number (VIN), year, make, and model. READINGS: Meter type (miles or hours), primary fuel type, fuel capacity, engine oil capacity, and transmission fluid capacity. RATINGS: Gross vehicle weight rating (GVWR), vehicle emissions rating (VER), EPA miles per gallon (MPG) rating, and engine family code.	✓		

		SPECIFICATIONS: Number of tires, tire size, wheelbase, transmission type (manual or automatic), drive type (2-wheel, 4-wheel, etc.), engine size, and number of cylinders.	✓		
5.19	OEM VEHICLE WINDOW STICKER/DECAL	The OEM window sticker/decals as affixed by the manufacturer shall be considered part of the required delivery documents. The vendor shall ensure this document is safeguarded during the pre-delivery and delivery processes and must replace it if it is destroyed or lost. This requirement does not apply to medium-duty and heavy-duty trucks.	✓		
6.	INSPECTION				
6.1	VEHICLE INSPECTION	The vendor shall have each vehicle properly inspected in compliance with Texas motor vehicle laws. Texas Inspection Sticker shall be attached prior to delivery to the City of Lubbock (2 years inspection sticker for vehicles through ¾ ton pickups and 1 year inspection sticker for 1 ton trucks and up).	✓		
6.2	CHECK-IN INSPECTION	The City of Lubbock shall check the vehicle upon delivery to ensure compliance with this specification and any other specific requirements. The vendor shall deliver with the vehicle a vehicle-specific line-setting ticket, manufacturer's invoice, and MSO or any official documentation to verify the fact that ordered options, GVWR rating, and other requirements have been met.	✓		
7.	MANUFACTURER'S STATEMENT OF ORIGIN (MSO)	Awarded vendor(s) shall furnish the City of Lubbock a MSO (Certificate of Title will not meet this requirement). A vehicle shall not be considered "delivered" until the MSO is received by the City of Lubbock. MSO shall be furnished at time of delivery and shall be made out in the name of the City of Lubbock, providing the following: GVWR for the particular model specified, or; The GVWR required for the City of Lubbock's written exception, or; A greater GVWR required by extra equipment, and; Nominal Weight Rating (in tons), Odometer Disclosure Statement.	✓		
8.	PRE-DELIVERY SERVICE	All units (including complete vehicles and cab and chassis units) shall include new vehicle pre-delivery service. The following service shall be performed before the unit(s) are delivered to the City of Lubbock:	✓		
8.1		All fluid levels checked and maintained with the proper grade and type of fluids.	✓		
8.2		Pre-delivery inspection and service on chassis.	✓		
8.3		The interior and exterior of the unit(s) shall be clean and freshly washed at time of delivery.	✓		
8.4		A minimum of ¼ tank must show on fuel gauge when delivered.	✓		
8.5		The awarded vendor(s) or their representative who is responsible for the final delivery shall attach signed certificates to the unit(s) stating that the above service was performed and that inspection indicates they are in good condition and ready for delivery.	✓		
8.6		Vehicles shall be equipped with all accessories as stated in the purchase order prior to delivery. The unfitting or servicing of ordered vehicles on the premises is not permitted.	✓		
8.7		All shipping tickets shall reference the applicable City of Lubbock requisition/purchase order number(s) and will accompany each delivery shipment. If shipping tickets are received without applicable City of Lubbock requisition/purchase order number(s), delivery may be rejected at the City of Lubbock's option.	✓		
8.8		Window sticker shall remain attached to the vehicle.	✓		

8.9		The vendor shall provide an official and acceptable weight certificate when applicable and required for vehicle registration. This section excludes cab and chassis vehicles delivered for later upfit.	✓		
9.	VENDOR DELIVERIES	Vendor shall prevent undue delay or imposition upon City of Lubbock personnel at the time of delivery. City of Lubbock WILL NOT provide equipment (crane, winch, etc.) or assistance for unsaddling piggybacked chassis, off-loading convoyed unit(s), or other delivery processes.	✓		
10.	WARRANTY, SERVICE, AND SERVICE CONTRACTS				
10.1	WARRANTIES, ACCESSORIES	The awarded vendor(s) shall furnish a copy of the manufacturer's standard warranty on minor accessories such as batteries and tires and major accessories such as Dump, Stake, Platform, and Utility Bodies, side-mounted tool compartments and tool boxes at the time of delivery to the City of Lubbock.	✓		
10.2	WARRANTIES, NEW VEHICLES	The awarded vendor(s) shall furnish the City of Lubbock a New Vehicle and/or Chassis Manufacturer's Warranty which will be honored by any of the manufacturer's authorized dealers. The warranty shall be comparable to or better than those offered to the general public. Bumper-to-bumper Years <u>2</u> Miles <u>UNLIMITED</u> Powertrain Years <u>2</u> Miles <u>250,000</u> Bidder shall indicate the length (in years and miles) of the OEM new vehicle warranty on each of their responses to bids based on this specification. Vendor shall furnish a complete copy (detailing coverage and exclusions) of the new vehicle warranty to agencies with each vehicle delivered. Vendor shall also provide an additional copy within 10 working days after request.	✓		
10.3	WARRANTIES, DEDUCTIBLES	All warranty repairs shall be performed without accessing the City of Lubbock warranty deductibles. Awarded vendor(s) shall be responsible for any warranty deductibles required for warranty repairs. Warranties shall be ZERO deductible.	✓		
10.4	WARRANTIES, DELAYED	Delayed warranties must be available for all vehicles. Warranty start date shall be effective the day the completed unit is placed into service. Vendor shall furnish a delayed warranty card/document with each delivered unit, advising City of Lubbock personnel of the procedures to be followed for obtaining delayed start of warranty coverage. Requests for delayed warranties will not exceed 6 months after delivery.	✓		
10.5	WARRANTIES, DEALER INSTALLED ITEMS	Awarded vendor(s) shall warrant all dealer installed items for quality and workmanship. Warranty shall include 100 percent coverage for all options, components and labor.	✓		
11.	VEHICLE WEIGHT RATINGS	Gross vehicle weight rating (GVWR) shall be minimum of 66,000 pounds.	✓		
11.1		Trucks shall be legally capable of operating at a maximum gross weight of 79,200 pounds.	✓		
11.2		Trucks shall also be structurally capable of operating at a gross weight of 79,200 pounds, off highway, under condition imposing more severe frame stresses without experiencing failure or permanent sets in truck frame or any component of the unit.	✓		

12.	CHASSIS	Chassis, components, and accessories (including aftermarket/non-OEM up-fits) shall comply with all applicable recommended practices of The Maintenance Council (TMC).	✓		
12.1		The effective back of cab-to-centerline of rear axles dimension shall be: 157 inches	✓		
12.2		Frame shall be minimum 2,585,000 RBM if single channel non-reinforced. If frame is reinforced, it shall be minimum 2,100,000 RBM and the reinforcement shall extend from the back of the cab to within at least 6 inches from the end of the frame.	✓		
12.3		Special Chassis Requirement: No equipment shall be bolted inside the frame from immediately behind the cab and extending 9 inches toward the rear of the unit. In addition, a clean frame rail (inside and outside) shall be provided on the passenger's side from the back of the cab to the front of the rear spring hanger. A clean frame rail shall also be provided from immediately behind the rear spring hanger to the end of the frame on both frame rails.	✓		
13.	DRIVELINE COMPONENTS	Engine, transmission, and tandem drive rear axle offered shall have been in regular production and offered for sale to public and private entities for a minimum of 12 calendar months prior to solicitation opening. Drive line components shall meet the following requirements:	✓		
13.1		Engine shall be electronically controlled, in-line 6-cylinder design. Shall be able to produce 410 HP at 1800 RPM, and 1650 lb/ft at 1100 RPM. Engine repairs shall be available at any facility authorized as a repair provider by the applicable engine manufacturer. Engine shall have electronic shutdown protection and shall also include engine exhaust brakes.	✓		
13.2		Transmission shall be automatic shift type, and furnished with auxiliary transmission oil cooler, as recommended for severe service applications by transmission manufacturer, suitable for the applications described in the Scope, and meet the performance requirements in paragraphs 7. through 7.5 and shall have PTO provisions.	✓		
13.3		Full tandem drive rear axle GAWR shall be 46,000 pounds minimum. Tandem shall be single speed, single reduction with inter-axle differential and power divider lockout, or single speed, double reduction with automatic power divider system. Shall be equipped with Axle-Lockout. Axle lockout should be equipped with driver controlled traction differential on both axles.	✓		
13.4		Transmission and rear axles shall be equipped with synthetic lubricants, and be labeled as such.	✓		
14.	PERFORMANCE REQUIREMENTS	The driveline components offered shall provide the following minimum performance in the intended application:	✓		
14.1		Maximum vehicle speed in top gear shall be electronically limited to 72 mph.	✓		
14.2		Cruise control shall be provided, and be electronically set at 60 mph.	✓		
14.3		Shall provide minimum 1.1 percent gradeability at 55 mph steady-state at peak torque, based upon 66,000 pound GVWR.	✓		
14.4		Shall provide minimum 8 percent startability from a complete stop (at clutch engagement) based upon 66,000 pound GVWR.	✓		
14.5		Respondents shall furnish documentation verifying the driveline configuration offered meets all specified requirements. Documentation shall be with the solicitation, and prior to purchase order award. City of Lubbock will make the final determination on acceptability of a	✓		

		proposed drivetrain, and it's suitability for the intended application.	✓		
15.	DRIVE LINE AND ENGINE ACCESSORIES	All accessories necessary for operation shall be provided, to include but not limited to, the following:	✓		
15.1		Heavy-duty battery(ies) shall deliver a starting power of at least 1,800 cold-cranking amperes (CCA) at zero degrees Fahrenheit.	✓		
15.2		Battery disconnect switch used to shut down the entire battery fed electrical system.	✓		
15.3		Heavy-duty 12 volt alternator or generator rated at minimum 145 amperes.	✓		
15.4		Oil pump.	✓		
15.5		Full-flow type oil filtration system with replaceable filter and provision for bypassing oil to the engine as the filter becomes clogged.	✓		
15.6		Heavy-duty radiator, maximum cooling capacity offered by manufacturer.	✓		
15.7		Silicone radiator hoses and silicon water lines.	✓		
15.8		OEM standard coolant.	✓		
15.9		Automatic or viscous fan clutch.	✓		
15.10		110 volt engine block heater.	✓		
15.11		Magnetic drain plugs in transmission case and rear axle housings.	✓		
15.12		Diesel engine filtration system shall include at least two stages of filtration. Filter stages may consist of a primary and a secondary filter, or a two-stage filter in a common housing. At least one drain shall be provided in the system to prevent water damage to the injection system. All items shall be factory installed.	✓		
15.13		Cold weather starting aid shall be automatic with internal electronic control, or manual with in-cab controls.	✓		
15.14		Single-element high capacity filter air cleaner. Indicator shall be easily visible from the operator's station.	✓		
16.	FRONT AXLE, WHEELS, AND TIRES				
16.1		Front axle GAWR shall be 20,000 pounds minimum. NOTE: Set back front axles are not acceptable.	✓		
16.2		Front shock absorbers, double action hydraulic.	✓		
16.3		Wheel bearings shall be fluid lubricated with synthetic lubricants.	✓		
16.4		Wheel seals shall be STEMCO wet type standard unitized with sight glass, or City of Lubbock approved equal.	✓		
16.5		Front tires shall OEM – All Season tires will be considered and shall be 315/80Rx22.5 – 20 ply rating (Load Range J). Tires shall meet Uniform Tire Quality Grading Standards, with UTGQ grades stamped on the side-wall. Tires shall also comply with all US DOT Tire Safety Standards, with federal DOT marking stamped on the side-wall.	✓		
16.6		Mounted on two each hub piloted, 10 hole, disc wheels with 8.25 inch rims.	✓		
16.7		Steel-belted radial-design.	✓		
		On highway, all position, tread design.	✓		

17.	REAR SUSPENSION, WHEELS, AND TIRES				
17.1		Suspension shall be spring suspension type, with extended leaf springs or City approved equal.	✓		
17.2		Wheel bearing shall be fluid lubricated with synthetic lubricants.	✓		
17.3		Wheel seals shall be STEMCO wet type standard unitized, or City of Lubbock approved equal.	✓		
17.4		Rear tires shall be OEM – All Season tires will be considered and shall be 11R x 22.5 – 16 ply rating (Load Range J). Tires shall meet Uniform Tire Quality Grading Standards, with UTGQ grades stamped on the side-wall. Tires shall also comply with all US DOT Tire Safety Standards, with federal DOT marking stamped on the side-wall.	✓		
17.5		Mounted on eight each hub piloted, 10 hole, single-piece steel disc wheels with 8.25 inch rims.	✓		
17.6		Steel-belted radial-design.	✓		
17.7		Mud and snow, all position, tread design.	✓		
17.8		Dust shields (rock guards) shall be provided for each rear axle.	✓		
17.9		Dual tire pressure equalization valves shall be furnished and installed. Valves shall be designed to provide constant visual monitoring and equalization of air pressure in dual tire assemblies, and protect against slow leaks by isolating either tire in the event of a pressure drop of 10+ psi. Valves shall have a color coded air pressure display to indicate tire pressure (over/under) and be factory pre-set at 95 psi to supply the tires provided. A single inflation point with corrosion resistant valve stem cover and a 360 degree swivel type hose connection shall be provided. Valve shall be mounted to the hub or lug bolts of dual wheels.	✓		
18.	PUSHER AXLE	Pusher Axle shall be a minimum capacity of 13,200 pounds and have a minimum spacing of 51 inches from centerline of pusher axle to centerline of front tandem axle.	✓		
18.1		Pusher / tag axle: steerable 15x4 brake integral pusher axle	✓		
18.2		Pusher / tag suspension: steerable air lift pusher suspension	✓		
18.3		Pusher / tag hubs: conmet preset plus iron pusher/tag hubs	✓		
18.4		Pusher/tag disc wheels: 22.5 x 8.25 10-hub pilot 2-hand steel disc pusher/tag wheels	✓		
18.5		Pusher / tag tires: 295/75r22.5 16 ply radial pusher/tag tires	✓		
18.6		Pusher / tag brakes: 15x4 cam pusher/tag brakes, double anchor, fabricated shoes	✓		
18.7					
19.	BRAKES	Antilock brake system (full vehicle wheel control system, 4S/4M) with air brakes for straight truck application, complete with:	✓		
19.1		Compressor, minimum 12 cubic feet.	✓		
19.2		Reservoir.	✓		
19.3		Low air pressure warning indicator in cab.	✓		
19.4		Spring-set type parking brake.	✓		
19.5		Air brake lines shall be routed through the chassis and shall be securely	✓		

		fastened to the frame at intervals sufficient to prevent nagging and to provide clearance of any mechanical parts.	—		
19.6		Air dryer – including integral 100 watt heater, shall be easily accessible, with spin on desiccant cartridge and automatic moisture ejector – for air brake system/reservoir(s) with automatic tank air drain.	✓		
19.7		Automatic slack adjusters – front and rear.	✓		
20.	STEERING	Truck shall be equipped with power steering of type normally recommended by manufacturer for left hand drive (Dual drive is not acceptable), and shall have a minimum wheel cut of 53 degrees.	—		
21.	CAB	The truck shall have an enclosed cab. When gauges are specified, indicator lights are not acceptable. Trucks shall be equipped with, but not limited to, the following:	✓		
21.1		Cab grab handles.	✓		
21.2		Tachometer.	✓		
21.3		Speedometer.	✓		
21.4		Ammeter or voltmeter.	✓		
21.5		Oil pressure gauge.	✓		
21.6		Engine coolant temperature gauge.	✓		
21.7		Fuel gauge.	✓		
21.8		Air pressure gauge.	✓		
21.9		Electric powered intermittent windshield wipers (air not acceptable) with washers for both sides.	✓		
21.10		National Cush-N-Aire equal air-ride high back driver and passenger seats with non-vinyl fabric. The minimum height from the Cush-N-Aire seat cushion, in its lowest position, to the interior cab roof shall not be less than 40 inches.	✓		
21.11		Dual sun visors.	✓		
21.12		Fresh air type heater and defroster.	✓		
21.13		Air conditioner, factory installed.	✓		
21.14		Electrically heated rear view mirrors, OEM metal framed, exterior west-coast rearview type left and right side mirrors with a minimum 6" x 16" viewing surface. In addition, and 8" convex spot mirror shall be installed on the bottom support arm bar of the rearview mirror, and a 3" convex spot mirror shall be installed on the top support arm bar of the rearview mirror for the driver's side only. Mirror support systems shall be a break-away type design.	✓		
21.15		Hourmeter shall be factory installed if available from the OEM. If the hourmeter will be an after-market installation, it shall be electric, quartz type, shock proof, in a sealed case, with readout to 9,999.9 hours. Three screw or flush mount with system voltage between 10-32V.	—		
21.16		AM-FM radio, chassis factory-installed standard brand. Antenna, which may be an integral part of the windshield, shall be furnished and mounted.	✓		
21.17		Two entry steps (step tank(s) and under-fuel tank) shall be provided on each side of the cab. Anti-skid surface shall be furnished on entry steps.	✓		
21.18		Cab shall be furnished with OEM maximum noise suppression package. Cab shall meet EPA noise level requirements effective on date of delivery.	—		

21.19		Power windows and power locks.			
21.20		Four additional dash mounted, two position (on/off) toggle switches, with power supplied to each switch. Power to switches shall be supplied from an easily accessible power strip or junction box located behind or under driver or passenger seat. Each terminal on power strip or junction box shall be supplied with power and each circuit protected by a minimum 20 amp manual or automatic reset circuit breaker(s) (SAE type III with trip indicators). Switches shall be factory installed if available from OEM.	✓		
22.	TRUCK	The truck shall be equipped to include, but not be limited to, the following:	✓		
22.1		Directional signals with flasher.	✓		
22.2		Clearance lights and reflectors meeting Texas Motor Vehicle Laws and Texas Department of Public Safety Requirements.	✓		
22.3		Front fenders and bumpers.	✓		
22.4		Front tow hooks.	✓		
22.5		Radiator protector/stone guard shall be behind, or integral with, the front grille.	✓		
22.6		License plate bracket on front bumper.	✓		
22.7		Twin air horns, if available from OEM, or single trumpet air horn if twin air horns are not available.	✓		
22.8		Sealed beam or halogen headlights.	✓		
23.	FUEL TANK	Shall be equipped with one ICC approved frame mounted safety fuel tank with a total minimum 100 gallon capacity. Shall include all necessary valves, hoses, and gauges.	✓		
24.	TWO-WAY MOBILE RADIO FREQUENCY INTERFERENCE (RFI) SUPPRESSION PACKAGE (for Land Mobile Radio Transceiver Interference)	Trucks will have land mobile radio transceivers installed after delivery. These transceivers will operate in either a low band (30 to 50 MHz), high band (150 to 174 MHz), or UHF band (450 to 512 and 806 to 870 MHz). Antennas will be mounted on the roof, front fender, and/or rear fender. These trucks will be subject to testing upon delivery in accordance with the tests defined below. Dealer's must provide OEM's RFI ordering code designation with their solicitation response.	✓		
24.1		Radio Transceiver Immunity: All truck electronic circuits including, but not limited to, ignition, AM/FM radio receivers, computers, emission controls, fuel pumps, wiper motors, and alternative fuel electronic components shall be designed to suppress, bypass, or otherwise prevent interference from affecting the radio transceiver.	✓		
24.2		Vehicle Immunity: The truck electronic equipment shall not be adversely affected in operation, safety, or control by radio frequency (RF) energy generated and radiated by the transmitter portion of installed receivers (up to 120 watt output).	✓		
25.	SAFETY PLAQUES OR DECALS	Product safety plaques or decals shall be furnished and affixed at the operator's station and at any hazardous area. The safety plaques or decals shall describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequence of human interaction with the hazard. Permanent plaques are preferred to decals. Type, size, and location of product safety plaques or decals shall be in accordance with current ANZI Z535.4.	✓		
26.	PAINTING	The unit shall be painted an approved manufacturer's standard lead free bright white color, except for glass, rubber, and those metallic accessories or fixtures constructed of rust-resistant or plated material	✓		

		not normally painted.			
27.	COMPLETED UNIT INSPECTION	Upon completion, installer shall deliver unit to City of Lubbock. Vendor shall deliver unit to City of Lubbock, 206 Municipal Drive, Lubbock, Texas, cleaned, with at least ¼ tank of fuel, for compliance inspection. A compliance inspection will be performed prior to acceptance.	✓		
VOLUMETRIC MIXER					
1.	GENERAL	REAR DISCHARGE 8 CUBIT YARD CAPACITY VOLUMETRIC MOBILE CONCRETE MIXER	✓		
2.	SCOPE	It is the intent of these specifications to describe a rear discharge, 8 cubic yard capacity, volumetric mobile concrete mixer, able to produce 30 cubic yards per hour in accordance with ASTM C685 & meeting VMMB standards.	✓		
3.	DESCRIPTION	This specification describes a concrete mixer, rear discharge, 8 cu. yard capacity volumetric mobile concrete mixer with flowable fill package or City approved equivalent with a capacity of 8 cubic yards. Mixer shall have material feed system, aggregate bin with center divider, cement bin with power agitator, polyethylene water tank, hydraulic water pump with a water solenoid, digital water flow meter, automatic cam operated vibrators, material counter, 9' mix auger, power auger lift and swing, manual telescopic chutes, dust reduction system, and calibration yield box. It shall be installed upon a tandem rear axle cab and chassis with a cab-to-axle of 157 inches.	✓		
4.	VOLUMETRIC MIXER	Concrete-Mixer, 8 cubic yard capacity or City approved equivalent 8 cubic yard capacity.	✓		
5.	DIMENSIONS	Length: 262 inches – Width: 100 inches	✓		
6.	AGGREGATE BIN	317 cubic ft. divided aggregate bin with (2) sand bin vibrators and material feed system.	✓		
7.	CEMENT BIN	96 cubic ft. cement bin with power agitator, (3) vibrators and self-cleaning chain feed system.	✓		
8.	WATER TANK	400 gallon polyethylene tank with ground level water fill and a digital water flow meter.	✓		
9.	AGGREGATE BIN SCREENS	2 ½"x2 ½" Opening	✓		
10.	BIN LINER	An acrylic-reinforced aliphatic aromatic polyurethane coating shall be applied to the inside of the aggregate bins to prevent bin abrasion, bin corrosion, and permit smooth flow of aggregates.	✓		
11.	MANUAL CHUTE SYSTEM	Chutes shall extend from 4 to 8 feet in six inch increments.	✓		
12.	MIX AUGER	9' x 12" diameter mix auger with replaceable Ni-Hard wear pads and power lift and swing.	✓		
13.	WATER PUMP	Hydraulic water pump with a water solenoid valve.	✓		
14.	ADMIXTURE SYSTEM	Low Flow Admixture System shall be comprised of a 20 Gallon Galvanized Tank and a Flow Meter sized to meet the desired delivery rate of 1 ounce to 25 ounces per minute.	✓		
15.	FIBER DISPENSER	The feeder shall be powered by a variable speed hydraulic motor, so the amount of fiber can be adjusted to meet various specifications. Rotating	✓		

		fingers and a high volume air flow system shall be integrated to insure a consistent material flow to the mix auger.	✓		
16.	HYDRAULIC OIL COOLER	System shall be equipped with a radiator and fan to help keep the hydraulic oil cool, extending the life of critical hydraulic components	✓		
17.	FLOWABLE FILL SYSTEM	Shall include a hydraulic variable speed motor, and two independently controlled stone bin vibrators.	✓		
18.	HYDRAULIC SYSTEM	Transmission mounted hot shift PTO and pump assemblies with air engagement. PTO must stay engaged at engine maximum governed speed. Pump shall be of the design for continuous operation with sufficient pressure and flow rate for continuous heavy operations (in +90 to -20 degree Fahrenheit temperatures). operating at full capacity. Lines need to be protected from coming into contact with truck frame. System shall have spin-on filters between reservoir and pump that will not impede flow, but also protect pump from foreign material.	✓		
19.	HYDRAULIC RESERVOIR	Reservoir shall be a minimum 30 gallon capacity with baffles, mounted on the side frame rail (outside) without interfering with truck operations, and allow sufficient ground clearance. Reservoir shall be equipped with a shut-off valve capable of shutting off all flow from the tank.	✓		
20.	VR METER, DIGITAL TICKET PRINTER	Shall consist of a resettable mechanical counter with a non-resettable totalizer.	✓		
21	ELECTRIC RECOIL TARP SYSTEM	Full load electric cover tarp with cab switch shall be installed for easy operation to cover & uncover the aggregate bin.	✓		
22.	PAINTING	The unit shall be painted an approved manufacturer's standard lead free bright white color, except for glass, rubber, and those metallic accessories or fixtures constructed of rust-resistant or plated material not normally painted.	✓		
23.	TRAINING	The vendor shall provide training included with the costs of the unit on the operation of the volumetric mobile concrete mixer including training literature.	✓		
24.	SAFETY PLAQUES OR DECALS	Safety plaques or decals shall be furnished, and shall be affixed at any hazardous area. The safety plaques or decals shall describe the nature of the hazard, level of hazard seriousness, how to avoid the hazard, and the consequences of human interaction with the hazard. Permanent plaques are preferred to decals. Type, size, and location of product safety plaques or decals shall be in accordance with ANSI 535.4-1995 or latest revision thereto.	✓		
25.	STANDARD PRODUCT, PERFORMANCE, AND INSTALLATION WARRANTIES	Standard product, performance, and installation warranties shall include a written detailed explanation of covered components that include a complete listing of exclusions. Warranty shall be ZERO deductible.	✓		
25.1		The bidder shall attach all standard product, performance, and installation warranty documentation for the utility service body and crane. At a minimum, the documentation shall include product descriptions, filing forms, requirements, certifications, processes, and conditions that trigger a claim and what is required by the consumer to be eligible to file claims.	✓		
25.2		The vendor is also required to have completed all the appropriate standard warranty documentation previously submitted as part of the bid, filed with applicable manufacturers in a timely manner, with	✓		

		supporting evidence of filings and/or mailings, and deliver copies to City of Lubbock upon delivery.	✓		
25.3		The vendor must provide eligibility certification documents from the product manufacturer in the event they are to be certified to install the product.	✓		
25.4		Vendor responsibilities include picking up the cab and chassis from the City of Lubbock at 206 Municipal Drive, Lubbock, TX 79457.	✓		
25.5		The vendor is also responsible for installing the utility service body, electric crane, and ancillary equipment according to the specifications and manufacturer recommendations. In addition to making all modifications required in the specifications, the vendor is required to conduct testing to ensure operability according to manufacturer's recommendation, and returning the completed unit in the time specified in the bid in "Operational Ready" condition. "Operational Ready" condition is defined as ready for immediate in-service operation.	✓		
25.6		The successful bidder assumes all liability, fiscal responsibility, and operational oversight of ensuring that the vehicle(s) are equipped as specified, transported to the appropriate vendor(s) (as required) for all installs, and delivered to the City of Lubbock in "Operational Ready" condition at the stated location on time.	✓		
26.	STANDARD WARRANTY	The volumetric mobile concrete mixer, and components of the hydraulic system, controls, and the installation shall be 100% warranted, parts and labor, for not less than two (2) years after acceptance by the City of Lubbock.	✓		
27.	WARRANTY CONDITIONS	Vendor shall provide maintenance personnel on site, within twenty four hours of call. Travel expenses and transport of the vehicle for repairs, during the warranty period shall be the responsibility of the vendor	✓		

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
Fleet Services
Bid Tabulation
September 24, 2015**

ITB 15-12414-SS
Vehicle and Equipment Replacement

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
1	1	EA	Truck, Left Hand Drive, Tandem Rear Axle, w/Reversible Snow Plow, per Specification No. 8712- Robert's Truck Center Lubbock Truck Sales, Inc. VED Heritage Properties, LTD dba Volvo & Mack Trucks fo Waco Bruckner's Truck Sales	Lubbock, TX Lubbock, TX Robinson, TX Lubbock, TX	\$ 171,162 172,906 213,744 227,211	NQAS 172,906 213,744 227,211
2	1	EA	Concrete Truck Lubbock Truck Sales, Inc. Lubbock Truck Sales, Inc. Robert's Truck Center Bruckner's Truck Sales VED Heritage Properties, LTD dba Volvo & Mack Trucks fo Waco	Lubbock, TX Lubbock, TX Lubbock, TX Lubbock, TX Robinson, TX	218,410 221,655 233,607 240,127 269,801	218,410 221,655 233,607 240,127 269,801
3	1	EA	Motor Grader, Articulating Frame, per Specification No. 986-STR			No Bids
4	1	EA	Cab/Chassis & Dump Truck/Hauler, 6x4, per Specification No. 8710-LF VED Heritage Properties, LTD dba Volvo & Mack Trucks fo Waco Warren Cat Associated Supply Company, Inc. Warren Cat	Robinson, TX Midland, TX Lubbock, TX Lubbock, TX	132,000 139,950 316,028 316,150	NQAS NQAS 316,028 316,150
5	1	EA	Pole Trailer, per Specification No. PT-TRF			No Bids
6	1	EA	One 6.5 Cubic Yard Versa-Vac, per Specification No. Versa-Vac			No Bids
7	1	EA	Flat Bed, per Specification No. NV-41-STR Forman's Pick Up Pals	Lubbock, TX	2,879	2,879
8	1	EA	Service Body, per Specification No. NV-38-STR Forman's Pick Up Pals	Lubbock, TX	7,689	7,689
			Item by Item			
			Forman's Pick Up Pals, Items 7 and 8	Lubbock, TX		\$ 10,568
			Associated Supply Company, Inc., Item 4	Lubbock, TX		316,028
			Lubbock Truck Sales, Inc., Items 1 and 2	Lubbock, TX		391,316

NQAS - Not Quoted as Specified



Regular City Council Meeting

4. 12.

Meeting Date: 09/24/2015

Information

Agenda Item

Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute purchase order contract 27600008 with Rose Brand Wipers, Inc. to provide theatrical draping replacement at the Lubbock Memorial Civic Center.

Item Summary

This project will provide for the procurement of theatrical draping and freight to replace existing theatrical draping in the theatre, banquet hall and exhibit hall of the Lubbock Memorial Civic Center.

This project was advertised for bid and a total of five bids were received. The prices submitted were as follows:

Company	Bid
Rose Brand Wipers Inc. of Secaucus, NJ	\$53,230.00
Georgia Stage, LLC of Duluth, GA	61,531.00
Oasis Stage Works of Salt Lake City, UT	68,190.00
iWeiss, Inc. of Fairview, NJ	69,980.00
AV Pro, Inc. of Desoto, TX	71,973.00

After evaluation of all the bids submitted City staff is recommending we accept the bid submitted by Rose Brand Wipers, Inc. for ITB 15-12493-DGB – Civic Center Renovations Project in the amount of \$53,230.

Estimated time for completion of this project is 60 calendar days.

Fiscal Impact

\$9,126,853 is appropriated in Capital Improvement Project 91195, Civic Center Renovations, with \$53,230 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Purchase Order Contract - Rose Brand Wipers, Inc

Budget Detail

CIP Detail

Bid Tabulation

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 27600008 for the purchase of theatrical draping in the Theater, Banquet Hall, and Exhibit Hall of the City of Lubbock Memorial Civic Center as per ITB 15-12493-DGB, by and between the City of Lubbock and Rose Brand Wipers, Inc. of Secaucus, New Jersey and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

ccdocs/RES. Purchase Order – Rose Brand Wipers, Inc.
September 9, 2015

TO: ROSE BRAND WIPERS, INC
PO BOX 1536
SECAUCUS New Jersey 07094

SHIP TO: CITY OF LUBBOCK
MEMORIAL CIVIC CENTER
1501 6TH ST RECEIVING DOCK
LUBBOCK Texas 79401

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

BY: 
Maria Alvarez, Director of Purchasing & Contract Management

Ordered 09/09/2015 Freight
Requested 09/24/2015 Taken By D GERMAIN
Delivery PER PACHECO_I REQ 46220 ITB 15-12493-DGB

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Theater - Grand Drape	2.000	2,580.0000	EA	5,160.00	09/24/2015
Theater - Grand Border	1.000	2,605.0000	EA	2,605.00	09/24/2015
Theater - Legs	2.000	785.0000	EA	1,570.00	09/24/2015
Theater - Travelers	8.000	2,205.0000	EA	17,640.00	09/24/2015
Theater - Borders	4.000	2,150.0000	EA	8,600.00	09/24/2015
Theater - Tabs	6.000	285.0000	EA	1,710.00	09/24/2015
Theater - Legs	4.000	595.0000	EA	2,380.00	09/24/2015
Theater - Forestage Traveler	2.000	610.0000	EA	1,220.00	09/24/2015
Theater - Forestage Border	2.000	220.0000	EA	440.00	09/24/2015
Banquet Hall - Traveler	2.000	1,095.0000	EA	2,190.00	09/24/2015
Banquet Hall - Border	1.000	545.0000	EA	545.00	09/24/2015
Exhibit Hall - Borders (side)	2.000	1,010.0000	EA	2,020.00	09/24/2015
Exhibit Hall - Border (center)	1.000	325.0000	EA	325.00	09/24/2015
Exhibit Hall - Storage Legs	6.000	140.0000	EA	840.00	09/24/2015
Exhibit Hall - Legs, Braille	3.000	1,995.0000	EA	5,985.00	09/24/2015
				Total Order	

Terms NET 30 53,230.00

This purchase order encumbers funds in the amount of \$53,230 awarded Rose Brand Wipers, Inc of Secaucus, NJ on September 24, 2015. The following is incorporated into and made part of this purchase order by reference: ITB 15-12493-DGB dated September 8, 2015 Rose Brand Wipers, Inc of Secaucus, NJ. Resolution # _____

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

BID FORM
Theatrical Draping
 CITY OF LUBBOCK, TEXAS
 ITB 15-12493-DGB

In compliance with the Invitation to Bid 15-12493-DGB, 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. The Invitation to Bid 15-12493-DGB is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY Approx.	UOM	DESCRIPTION (see Bid Specifications)	UNIT PRICE* BID	EXTENDED COST
1.	2	EA	Theater - Grand Drape	\$ 2580.00	\$ 5,160.00
2.	1	EA	Theater - Grand Border	\$ 2605.00	\$ 2,605.00
3.	2	EA	Theater - Legs	\$ 785.00	\$ 1,570.00
4.	8	EA	Theater - Travelers	\$ 2205.00	\$ 17,640.00
5.	4	EA	Theater - Borders	\$ 2150.00	\$ 8600.00
6.	6	EA	Theater - Tabs	\$ 285.00	\$ 1710.00
7.	4	EA	Theater - Legs	\$ 595.00	\$ 2380.00
8.	2	EA	Theater - Forestage Traveler	\$ 610.00	\$ 1220.00
9.	2	EA	Theater- Forestage Border	\$ 220.00	\$ 440.00
10.	2	EA	Banquet Hall - Traveler	\$ 1095.00	\$ 2190.00
11.	1	EA	Banquet Hall - Border	\$ 545.00	\$ 545.00
12.	2	EA	Exhibit Hall - Borders (side)	\$ 1010.00	\$ 2020.00
13.	1	EA	Exhibit Hall Border (center)	\$ 325.00	\$ 325.00
14.	6	EA	Exhibit Hall - Storage Legs	\$ 140.00	\$ 840.00
15.	3	EA	Exhibit Hall - Legs, Braille	\$ 1995.00	\$ 5985.00
Total					\$ 53,230.00

*PRICE: F.O.B. Destination, Freight Pre-paid and Allowed

Days For Completion after Notice to Proceed Approximately Four (4) Weeks

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 1% %, net 10 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favored customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES NO

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY ROSE BRAND WIPERS INC a corporation organized under the laws of the State of NEW YORK, or a partnership consisting of _____ or an individual trading as _____ of the City of NEW YORK.

Firm: ROSE BRAND WIPERS INC

Address: P.O. Box 1536

City: SECAUCUS State: NJ Zip: 07096

M/WBE:

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

By [Signature]
Authorized Representative - must sign by hand

Date 08/27/2015

Officer Name and Title: JOSH JACOBSTEIN (EXECUTIVE VICE PRESIDENT)
Please Print

Business Telephone Number 201-809-1730 Ext 296 Fax: 201-809-1851

E-Mail Address: Tosh. JACOBSTEIN@ROSEBRAND.COM

FOR CITY USE ONLY Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____ Date of Award by City Council (for bids over \$50,000): _____ Date P.O./Contract Issued: _____

**RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.
LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME,
AND YOUR COMPANY NAME AND ADDRESS.**

**City of Lubbock, TX
Capital Project
Project Cost Detail
September 24, 2015**

Capital Project Number:	91195
Capital Project Name:	Civic Center Renovations

	Budget
<i>Encumbered/Expended</i>	
Theater Renovations	\$ 276,258
Elevator Repair	34,187
Physical Plant Roof/Upgrade	569,458
Civic Center Renovations Phase I	885,834
Asbestos Protocol and Air Monitoring Service	1,090
Plaza Renovations	162,529
West Pedestrian Bridge Architecture and Engineering	23,500
Civic Center Roof Replacement	1,414,280
Centennial Moisture Control, Inc.	247,902
Architectural and Engineering Services	410,392
Civic Center Telescopic Seating Replacement	572,297
Technology Improvements	81,224
Civic Center Elevator Upgrades	194,353
Civic Center Carpet Replacement	548,610
Banquet seating and carts	181,703
Upholster chairs	40,460
Phase II Interior Renovations	2,322,960
Chapman Harvey Architects Amendment No. 1	66,298
Chapman Harvey Architects: reimbursibles	6,707
BSA Consulting Engineers Amendment No. 1	9,888

Agenda Items September 24, 2015

Rose Brand Wipers, Inc. - Theatrical Drapes	53,230
<i>Encumbered/Expended To Date</i>	8,103,160

Estimated Costs for Remaining Appropriation

Digital HVAC Controls, bridge repairs, kitchen equipment replacment, furnishings	1,023,693
<i>Remaining Appropriation</i>	1,023,693

Total Appropriation

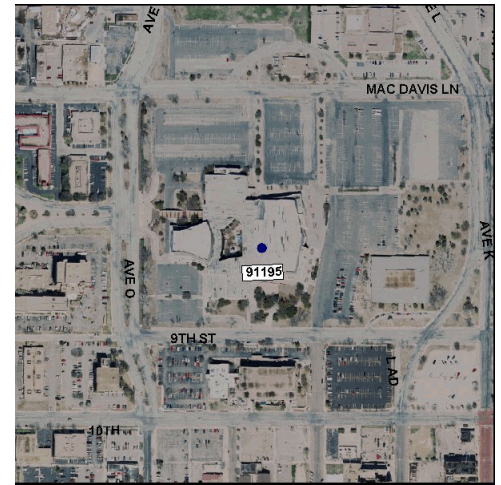
\$ 9,126,853

Managing Department **Civic Centers**

Project Manager **Freddy Chavez**

Project Classification **Bond Election Project - 2004**

Project Status **Approved**



Project Scope

The first phase of renovations to the Lubbock Memorial Civic Center was the upgrade and replacement of the heating and cooling equipment in the physical plant that serves both the Civic Center and Mahon Library. The majority of the costs for the physical plant were funded from a Department of Energy American Recovery and Reinvestment Act (ARRA) grant (\$2,109,900). Also included in this phase is the replacement of the physical plant roof and demolition of the water fountain in the Civic Center plaza area.

The next phase includes the refurbishment of all seating in the Civic Center theater; installation of Direct Digital Controls for all heating/cooling equipment; renovation of the restrooms; replacement of carpet and replacement of existing light fixtures surrounding the complex with energy efficient fixtures. Also included is the replacement of light fixtures in the exhibit hall, removal and replacement of existing roofing membrane, and any other necessary improvements/upgrades to the Civic Center. The current valves that control the flow of oil in the four elevator units at the Civic Center are obsolete and no replacement parts are available. This project will upgrade the power unit in each elevator unit, which includes the valve.

This project also includes furnishings, which will provide for the procurement of new banquet style seating to be used throughout the year in various areas of the building, recovering of existing chairs, replacement of chairs utilized in common areas of the facility and all theatrical drapery in the exhibit hall, banquet hall and theater.

Project Justification

The Civic Center complex was opened in 1976 and has only seen one major renovation in 1997. Many of the components of the complex are in need of replacement due to age and wear.

Project History

Phase I of the project was developed during the 2004 Citizen Advisory Committee process, recommended as a project in the 2004 bond election, and was approved by Lubbock voters.

\$1.45 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-00077, September 11, 2008.

\$7,209,288 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.

\$475,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-00087, September 10, 2013.

Reduced appropriation by \$7,435 due to true-up of Hotel Occupancy Tax revenues in FY 2013-14. Actual revenues were less than budgeted which required a reduction in the project funding.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
Construction	8,881,853	0	0	0	0	0	0	8,881,853
Construction Management Support	100,000	0	0	0	0	0	0	100,000
Design and Engineering	145,000	0	0	0	0	0	0	145,000
Total Project Appropriation	9,126,853	0	0	0	0	0	0	9,126,853

City of Lubbock, TX
 Theatrical Draping
 Bid Tabulation
 September 24, 2015

ITB 15-12493-DGB
 Theatrical Draping

Description/Vendor	Location	Extended Cost
Theatrical Draping		
Rose Brand Wipers, Inc	Secaucus, NJ	\$ 53,230.00
Georgia Stage, LLC	Duluth, GA	61,531
Oasis Stage Works	Salt Lake City, UT	68,190
iWeiss, Inc	Fairview, NJ	69,980
AV Pro, Inc	Desoto, TX	71,973
All or None		
Rose Brand Wipers, Inc Items 1-15	Secaucus, NJ	\$ 53,230.00



Regular City Council Meeting

4. 13.

Meeting Date: 09/24/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12443 with Armko Industries, Inc. of Lubbock, Texas for professional services relating to building envelope evaluations of various facilities, Request for Qualifications (RFQ) 15-12443-MA.

Item Summary

The contract is for professional services to perform building envelope consulting services to include, in part or in whole: analysis of existing roofing system, instrumented moisture survey, roof programs, analysis of the construction documents including review of the exterior elevations, wall sections, parapets, unusual transitions, roof components, door/window details, plan details, specifications, budgeting, bidding/negotiations, quality assurance observations, project close-out and other related scopes. Statements of Qualifications were received by the following firms: Armko Industries, Inc. of Lubbock, Texas, Farnsworth Group of Frisco, Texas, BGR Architects of Lubbock, Texas, Terracon of Lubbock, Texas and Chapman Harvey Architects of Lubbock, Texas. RFQswere evaluated based on the following criteria: Project Team Organization and Qualifications (40%), Experience on Similar Projects (20%), Project Approach (30%), Overall Responsiveness to the RFQ (10%).

Evaluation Committee evaluated each Company and the following ranking was obtained:

Company	Points
Armko Industries, Inc.	467
Terracon	410
BGR Architects	400
Chapman Harvey Architects	323
Farnsworth Group	302

The proposed contract will consist of three services: Schedule A: Building Envelope Analysis and Reporting; Schedule B: Schematic Design, Design Development, Construction Documents, Bidding and Construction Management; and Schedule C: Schematic Design, Design Development, Construction Documents and Construction Management. Based on the firm achieving the highest evaluation rating, staff recommends awarding this contract to ARMKO Industries, Inc. of Lubbock, Texas with a score of 467 points. The term of this contract will be for one-year with four additional one-year extensions. City of Lubbock and/or Armko Industries, Inc. can cancel this agreement at any time with thirty days written advance notice.

Fiscal Impact

Funding for this project will come from the requesting departments budget. The amount of each contract will be determined by the following scopes indicated above: Schedule A: \$0.05 per facility square footage (minimum of \$1,200); Schedule B: 6.0% of the waterproofing or roofing contract awarded to the successful contractor; and Schedule C: Services will be billed at the rates included in Schedule of Fees.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Contract - ARMKO Industries, 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, Professional Services Agreement No. 12443 for professional architectural services related to building envelope evaluation of various City of Lubbock facilities, by and between the City of Lubbock and ARMKO Industries, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on this _____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Wesley D. Everett, Director of Facilities Management

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

RES.ARMKO PSA 9.2.15
September 2, 2015

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement ("Agreement"), effective as of the 24th day of September 2015, is by and between City of Lubbock, Texas ("City"), a Texas home rule municipal corporation, and ARMKO Industries, Inc. ("ARMKO"), a Texas "Corporation".

WITNESSETH

WHEREAS, the City desires to obtain professional services ("A/E") related to the Building Envelope Evaluation of various City of Lubbock Facilities (the "Project"); and

WHEREAS, ARMKO has a professional staff experienced and is qualified to provide professional services related to the Project, and will provide the services, as defined below, for the price provided herein, said price stipulated by City and ARMKO to be a fair and reasonable price; and

WHEREAS, the City desires to contract with ARMKO to provide professional services related to the Project and ARMKO desires to provide the services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and ARMKO hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of one (1) year with four (4) additional one (1) year extensions, as set forth in the receipt of the Notice to Proceed. The term may be altered by subsequent amendments of this Agreement, with the written and authorized consent of both parties.

ARTICLE II. SERVICES AND COMPENSATION

ARMKO shall perform the services described in Exhibit A with regard to the Project and payment shall be due and payable upon receipt in accordance with work provided. Payments due ARMKO under this Agreement shall be electronically transferred either by ACH, or wire transfer to the bank account and in accordance with the bank instructions identified in ARMKO's most recent invoice in immediately available funds no later than the payment due date. Invoice number, project name and Contract Number shall be referenced in the bank wire reference fields or the ACH addenda information. In the event that such electronic funds transfer methods are not available to City, then payments due ARMKO under this Agreement shall be made by check and mailed to the Address identified in the remittance

instructions on ARMKO's most recent invoice. The Remittance Advice document shall be mailed with the check to the address.

ARTICLE III. TERMINATION

A. General. City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to ARMKO. In the event this Agreement is so terminated, the City shall only pay ARMKO for services actually performed by ARMKO up to the date ARMKO is deemed to have received notice of termination as provided herein.

B. Termination and Remedies. In the event ARMKO breaches any term and/or provision of this Agreement the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law or equity, including without limitation, termination of this Agreement and assertion of action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any other right or remedy and all other rights and remedies shall be cumulative.

ARTICLE IV. NON-ARBITRATION

A. The City reserves the right to exercise any right or remedy available to it by law, contract equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. ARMKO is a Corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by ARMKO. This Agreement constitutes legal, valid, and binding obligations of ARMKO and is enforceable in accordance with the terms thereof.

C. Professional. ARMKO maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the professional services, and are familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the activities contemplated hereby.

D. Performance. ARMKO will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional engineering services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional services, as contemplated hereby.

E. Use of Copyrighted Material. ARMKO warrants that any materials provided by ARMKO for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation or ordinance

relating to the use or reproduction of materials. ARMKO shall be solely responsible for ensuring that any materials provided by ARMKO pursuant to this Agreement satisfy this requirement and ARMKO agrees to indemnify and hold City harmless from all liability or loss caused to City or by to which City is exposed on account of ARMKO's failure to perform this duty.

F. ARMKO warrants that it shall perform the Project in accordance with the standards of care and diligence normally practiced by recognized Professional Service firms in performing services of a similar nature. If, during the six month period following the earlier of completion or termination of the Project it is shown there is an error in the Project caused solely by ARMKO's failure to meet such standards, and City has promptly notified ARMKO in writing of any such error within that period, ARMKO shall perform, at ARMKO's cost, such corrective professional services within the original Scope of Services as may be necessary to remedy such error.

ARTICLE VI. SCOPE OF WORK

ARMKO shall accomplish the following:

Professional Services related to the Building Envelope Evaluation of various City of Lubbock Facilities, as defined in Exhibit "A".

ARTICLE VII. INDEPENDENT CONSULTANT STATUS

ARMKO and City agree that ARMKO shall perform the duties under this Agreement as an independent consultant and shall be considered as independent consultant under this Agreement and/or in its activities hereunder for all purposes. ARMKO has the sole discretion to determine the manner in which the services are to be performed. During the performance of the Project under this Agreement, ARMKO and ARMKO's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City 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 VIII. INSURANCE

ARMKO shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, 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 Agreement, including without limitation, the indemnity obligations set forth herein as described in Exhibit B.

ARMKO shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of ARMKO to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit: \$1,000,000

Professional Liability:

Combined Single Limit: \$1,000,000

Automobile Liability:

Combined Single Limit for any auto: \$500,000 Per Occurrence

ARMKO shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, Professional Liability coverage, as specified above for ARMKO, protecting City against direct losses caused by the professional negligence of the approved subcontractor or sub-consultant.

The City shall be named as additional insured with respect to the the Automobile Liability and Commercial General Liability on a primary and non contributory basis and shall be granted a waiver of subrogation under those policies. ARMKO shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall 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. Copies of all endorsements are required.

ARMKO shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, ARMKO shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that ARMKO maintains said coverage. ARMKO may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

If at any time during the life of the Agreement or any extension hereof, ARMKO fails to maintain the required insurance in full force and effect, ARMKO shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

ARMKO may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of ARMKO provided that City approves the retaining of Sub-consultants. ARMKO is at all times responsible to City to perform the Project as provided in this Agreement and ARMKO is in no event relieved of any obligation under this Contract upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by ARMKO shall be required to carry, for the protection and benefit of the City and ARMKO and naming said third parties as additional insureds, insurance as described above in this Agreement.

ARTICLE X. CONFIDENTIALITY

ARMKO shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

ARTICLE XI. INDEMNITY

ARMKO 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 ARMKO, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OF OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OF TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

ARMKO 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 Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from ARMKO to City or City to ARMKO is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. ARMKO 's Address. ARMKO 's address and numbers for the purposes of notice are:

Brad Draper, Vice-President
7302 82nd Street, Suite 14
Lubbock, TX 79424
Telephone: (806) 833-6953
Email: bdraper@armko.com

C. City's Address. The City's address and numbers for the purposes of notice are:

City of Lubbock
Attn: Wesley D. Everett – Director Facilities Management
P. O. Box 2000
1625 13th Street
Lubbock, TX 79457
Telephone: (806) 775 – 2275
Email: Weverett@mylubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA

City shall furnish ARMKO any available data in the possession of the City pertinent to ARMKO's Services, so long as City is entitled to rely on such data for the performance of ARMKO's Services under this Agreement (the "Provided Data"). ARMKO shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. ARMKO shall provide access to its books and records to the City. The City may audit, at its expense and during normal business hours, ARMKO's books and records with respect to this Agreement between ARMKO and City.

C. Records. ARMKO shall maintain records that are necessary to substantiate the services provided by ARMKO.

D. Assignability. ARMKO may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and ARMKO, and in the case of City, its respective successors, legal representatives, and assigns, and in the case of ARMKO, its permitted successors and assigns.

F. Construction and Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE 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 AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Agreement 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.

H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by ARMKO and City.

I. Entire Agreement. This Contract, including Exhibits "A" and "B", attached hereto, contains the entire Agreement between the City and ARMKO, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between ARMKO and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by ARMKO as part of the Project hereunder, shall become the property of the City when ARMKO has been compensated as set forth in Article II, above. ARMKO shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either City or ARMKO of a breach of this Agreement must be in writing to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and ARMKO.

N. Extent of Responsibility. ARMKO does not guarantee that proposals, bids or actual project costs will not vary from ARMKO's opinions of probable cost or that actual schedules will not vary from ARMKO's projected schedules. ARMKO shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to ARMKO, to fulfill contractual responsibilities to the Client or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to ARMKO in Exhibit A, Scope of Services.

O. Unforeseen Circumstances. Except for Client's obligation to make payments, neither party shall be in default hereunder to the extent such default is caused by a cause or circumstance beyond such party's reasonable control. Architect shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

WD Everett
Wesley D. Everett

APPROVED AS TO FORM:

Laura A Pratt
Laura Pratt, City Attorney

ARMKO INDUSTRIES, INC.

By: Brad Draper
Name: Brad Draper
Title: Vice-President

EXHIBIT A



August 27, 2015

Mr. Wes Everett
Director of Facilities Management
City of Lubbock
1625 13th Street, Suite L08
Lubbock, Texas 79457

7302 82nd St. Suite 14
Lubbock, TX 79424
806.833.6953 / FAX 806.833.8539
www.armko.com
Texas Registered Engineering Firm #6498

RE: Building Envelope Evaluation & Professional Services
City of Lubbock Facilities

Mr. Everett,

It is the desire of the City of Lubbock to engage the services of Armko to perform building envelope consulting services specifically requested by the City of Lubbock. The services to be provided may relate to some or all of the following: analysis of existing roof components; instrumented moisture survey; roof programs; analysis of the construction documents including review of the exterior elevations, wall sections, parapets, unusual transitions, roof components, door/window details, plan details; specifications; help in establishing budget forecast; bidding or negotiation backup; major phase or full-time quality assurance observations; final observations and progress payment requests; and/or other work agreed to by the parties. Armko shall perform any or all of the afore-described services for the City of Lubbock as an independent consultant and not as an employee.

SCHEDULE A

Building Envelope Analysis

- A. Interior and exterior visual examination of roof-related sheet metal, parapets, copings, flashings, roof mat, deck system, and penetrations and/or projections through the roof system.
- B. Cross-section analysis of core samples of the roof membrane.
- C. Analysis of insulation and topside of deck system at core areas.
- D. Moisture meter readings of insulation and/or membrane as required.
- E. Bitumen chemical analysis if applicable.
- F. Establish roof priorities if applicable.

Building Envelope Analysis Report (written and oral presentation)

- A. Existing Conditions
- B. Recommendations
- C. Budget Cost Estimate
- D. Existing Condition Photographs
- E. Roof Plan

Total for Schedule A: \$.05 per square foot with a minimum charge of \$ 1,200.00 per Building.

SCHEDULE B – FULL SERVICE

SCHEMATIC DESIGN - PHASE 1 – 15%

- A. Perform building evaluation and establishment of the Scope of Work.
- B. Identify areas of concern for the new work as well as the existing conditions.
- C. Establish tie-in options and weather tightness of the existing facility during demolition.
- D. Provide preliminary drawings and or sketches.

DESIGN DEVELOPMENT - PHASE 2 – 20%

- A. Development of preliminary drawings, including the following:
 - 1. Roof Plans
 - 2. Roof details
 - 3. Unusual and difficult transitions between walls and roof elements
- B. Define major waterproofing elements
- C. Define the roofing and waterproofing specifications

CONSTRUCTION DOCUMENT - PHASE 3 – 30%

- A. Preparation of the construction documents, including the following:
 - 1. Specifications and establishment of the Scope of Work
 - 2. Compile and print Bid Package and General Conditions
 - 3. Roof Plans
 - 4. Roof Details
 - 5. Unusual and difficult transitions between walls and roof elements
 - 6. Waterproofing details
- B. Provide review of architectural drawings for flashing and moisture conflicts including the following:
 - 1. Wall Sections
 - 2. Exterior Elevations
 - 3. Parapet Details
 - 4. Plans Details
 - 5. Door and Window Details
- C. Finalize the project specifications for the roofing and waterproofing sections of the project manual.

BIDDING - PHASE 4 – 5%

- A. Assist in notification to the construction community.
- B. Assist at pre-proposal and/or proposal conference.
- C. Cooperative evaluation and selection of successful bidder.

CONSTRUCTION - PHASE 5 – 30%

- A. Perform submittal review.
- B. Assist at and/or conduct pre-construction and pre-installation meetings.
- C. On-site observations of work (two hours per week maximum).
- D. Monthly progress payment request review.
- E. Final observations and progress payment request review.
- F. Maintain photo manifest of work in place.
- G. Provide daily observation reports of each visit to Owner.

Total for Schedule B: 6% of Waterproofing or Roofing contract awarded to successful contractor.

SCHEDULE C – PARTIAL DESIGN AND CONSTRUCTION ADMINISTRATION

SCHEMATIC DESIGN - PHASE 1

- A. Perform building evaluation and establishment of the Scope of Work.
- B. Identify areas of concern for the new work as well as the existing conditions.
- C. Establish tie-in options and weather tightness of the existing facility during demolition.

DESIGN DEVELOPMENT - PHASE 2

- A. Review of preliminary drawings, including the following:
 - 1. Roof Plans
 - 2. Roof details
 - 3. Unusual and difficult transitions between walls and roof elements
- B. Define major waterproofing elements
- C. Define the roofing and waterproofing specifications

CONSTRUCTION DOCUMENT - PHASE 3

- A. Provide review of architectural drawings for flashing and moisture conflicts including the following:
 - 1. Wall Sections
 - 2. Exterior Elevations
 - 3. Parapet Details
 - 4. Plans Details
 - 5. Door and Window Details

CONSTRUCTION - PHASE 4

- A. Perform submittal review.
- B. Assist at and/or conduct pre-construction and pre-installation meetings.
- C. On-site observations of work (two hours per week maximum).
- D. Monthly progress payment request review.
- E. Final observations and progress payment request review.
- F. Maintain photo manifest of work in place.
- G. Provide daily observation reports of each visit to Owner.

Total for Schedule C: Services will be billed at the rates on the Attachment "A" Schedule of Fees

QUALITY ASSURANCE INSPECTOR

- A. Additional visits over and above the two (2) hour on site weekly visit as described in Schedule C, shall be \$65.00 hour.
- B. Full-time Quality Assurance Inspector shall be \$65.00 per hour, plus reimbursable expenses, based on one eight hour work day.

REIMBURSABLE EXPENSES

Upon submission of invoices and support documentation, City of Lubbock shall reimburse Armko for the following expenses:

- A. Special reproductions as required.

TERMS

Phases 1-4 for Schedule B & C will be invoiced at the completion of Phase 4 for 70% of total billable amount. Balance due of 30% of total billable amount for Schedule B & C will be invoiced in monthly increments until completion of project.

Armko shall receive payment within ten (10) days after receipt of invoice by City of Lubbock according to the aforementioned schedule of fees. Armko's provision of its services hereunder shall be within its discretion, as shall the hours and days to be worked.

LIMITATION OF LIABILITY/WARRANTIES

With respect to the service to be performed by Armko, pursuant to the terms of this agreement, Armko shall not be liable or responsible for, and it shall be saved and held harmless by City of Lubbock from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for any damage to or loss of property, arising out of or attributed directly or indirectly to the performance of this contract.

City of Lubbock agrees that Armko shall provide only the services set out herein and that Armko makes no warranties, express or implied, with respect to the products it may recommend to their fitness for a particular purpose. City of Lubbock agrees to look solely to the warranties made by the contractor and/or manufacturer of said products, including, without limitation, consequential damages arising out of the use of said product.

ENTIRE AGREEMENT

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services to be rendered to the City of Lubbock by Armko and contains all of the covenants and agreements between the parties with respect to such transaction in any matter whatsoever.

CHOICE OF LAW/VENUE

This agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in Lubbock County, Texas.

CANCELLATION

Either party hereto may cancel this agreement in writing upon thirty (30) days written notice. The contract shall thereafter terminate 30 days after the postmark date of said notice. Nothing contained herein shall relieve either party from performing hereunder during said 30 day period. Payment for all services performed prior to the termination date shall be due within five days after said termination date, unless earlier payment is required under any other provision of this agreement.

Respectfully,

A handwritten signature in black ink that reads "Brad Draper". The signature is written in a cursive, flowing style.

Brad Draper, RRO, RCI
Vice President

ARMKO INDUSTRIES, INC.
SCHEDULE OF FEES

<u>SERVICES</u>	<u>Per Hour</u>
Principal	\$130.00
Architect/Engineer	130.00
Senior Roof Consultant	90.00
Roof Consultant	75.00
Registered Roof Observer	65.00
Quality Assurance Inspector	55.00
CAD	55.00
Administrative Assistant	55.00
Clerical	40.00

REIMBURSABLE EXPENSES

TRAVEL

- Lodging
- Meals
- Mileage (prevailing rate)

MISCELLANEOUS

- Phone Charges
- Fax Charges
- Overnight Services
- Reprographics
- Other

Fees for services not listed above will be quoted upon request.

EXHIBIT B

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance under the

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

The following endorsement provision does not apply when "X" is shown in the space provided below:

- Provision B. **PROPERTY DAMAGE – BORROWED EQUIPMENT** does not apply
- Provision C. **PROPERTY DAMAGE – CUSTOMERS' GOODS** does not apply
- Provision F. **MEDICAL PAYMENTS EXTENSION** does not apply
- Provision H. **ADDITIONAL INSUREDS – BY CONTRACT, AGREEMENT OR PERMIT** does not apply
- Provision I. **ADDITIONAL INSUREDS – VENDORS** does not apply
- Provision J. **BROAD FORM NAMED INSURED** does not apply
- Provision K. **FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES** does not apply
- Provision L. **KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT** does not apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement)

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED WATERCRAFT

Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provision (2)(a) of exclusion g. **Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long, and

B. PROPERTY DAMAGE – BORROWED EQUIPMENT

1. Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provision (4) of exclusion j. **Damage To Property** does not apply to "property damage" to borrowed equipment while that equipment is not being used to perform operations at the job site.

2. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

The insurance afforded by provision B. in the Commercial General Liability Extension Endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

3. This endorsement provision B. does not apply when it is shown in the Schedule as not applicable.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 2000

22-45TX (12/02)

Page 1 of 6

08/13/2012

EC73877

NTCODKE#0609

INSURED COPY

PGDM060D 14388

ACAOPPN 00000707 Page 65

C. PROPERTY DAMAGE – CUSTOMERS' GOODS

1. Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provisions (3), (4) and (6) of exclusion j. **Damage To Property** do not apply to "property damage" to "customers goods" while on your premises.
2. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

The insurance afforded by provision C. in the Commercial General Liability Extension Endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance.

3. The following is added to **SECTION V – DEFINITIONS**:

"Customers' goods" means property of your customer on your premises for the purpose of being worked on or used in your manufacturing process.

4. This endorsement provision C. does not apply when it is shown in the Schedule as not applicable

D. PROPERTY DAMAGE LIABILITY – ELEVATORS

1. Under paragraph 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**, provisions (3) (4) and (6) of exclusion j. **Damage To Property** do not apply if such "property damage" results from the use of elevators.
2. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

The insurance afforded by provision D. in the Commercial General Liability Extension Endorsement is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is property insurance

E. DAMAGE BY FIRE, LIGHTNING, EXPLOSION, SMOKE OR LEAKAGE

If **Damage To Premises Rented To You** is not otherwise excluded from this Coverage Part:

1. Under subsection 2. Exclusions of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I)**

- a. The fourth from the last paragraph of exclusion j. **Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to **Damage To Premises Rented To You** as described in **SECTION III – LIMITS OF INSURANCE**

- b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to **Damage To Premises Rented To You** as described in **SECTION III – LIMITS OF INSURANCE**.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 2000

22-45TX (12/02)

Page 2 of 6

09.13.2012

8073677

N7000KEF0605

INSURED COPY

PGDM060D J14326

ACAOPPN 00000708 Page 4/4

2. Paragraph 6. under **SECTION III – LIMITS OF INSURANCE** is replaced by the following:
 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner. This limit is the greater of:
 - a. \$300,000; or
 - b. The amount shown in the Declarations for Damage To Premises Rented To You Limit.
3. The word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protection systems" where it appears in:
 - a. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 4. Other Insurance,** paragraph b. **Excess Insurance,** subparagraph (1)(b); and
 - b. **SECTION V – DEFINITIONS,** paragraph 9.a.

F. MEDICAL PAYMENTS EXTENSION

1. **SECTION III – LIMITS OF INSURANCE,** paragraph 7. is replaced by the following:
 7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of "bodily injury" sustained by any one person. The Medical Expense Limit is the greater of:
 - a. \$15,000; or
 - b. The Medical Expense Limit shown in the Declarations
2. Under provision 1. **Insuring Agreement of COVERAGE C MEDICAL PAYMENTS (SECTION I),** the second subparagraph (2) of paragraph a. is replaced by the following:
 - (2) The expenses are incurred and reported to us within three years of the date of the accident; and
3. This endorsement provision F. does not apply when:
 - a. It is shown in the Schedule as not applicable; or
 - b. **COVERAGE C. MEDICAL PAYMENTS (SECTION I)** is otherwise excluded from this Coverage Part.

G. EXTENSION OF SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Under SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:

1. Paragraph 1.b. is replaced by the following:
 - b. Up to \$2500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. Paragraph 1.d. is replaced by the following:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$300 a day because of time off from work.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright Insurance Services Office, Inc. 2000

22-45TX (12/02)

Page 3 of 6

08/13/2012

8073077

NTCQDKE0600

INSURED COPY

PG0MIG60 J14386

ACAOPN

0000709 Page 57

H. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is an additional insured only with respect to liability arising out of
 - a. Your ongoing operations performed for that person or organization, or
 - b. Premises or facilities owned or used by you

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

With respect to provision 1.b. above, a person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such premises or facilities ends.

2. This endorsement provision H. does not apply:
 - a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
 - b. To "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
 - c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.
 - d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
 - e. To any person or organization included as an insured under provision I. of this endorsement
 - f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy; or
 - g. When it is shown in the Schedule as not applicable.

includes copyrighted material of Insurance Services Office, Inc. with its permission
Copyright, Insurance Services Office, Inc., 2008

22-45TX (12/02)

Page 4 of 6

09/13/2012

0073377

NTCDDKEP0609

INSURED COPY

PGDN0500 J14386

ACAOPPN 02000710 Page 68

I. ADDITIONAL INSURED – VENDORS

Paragraph 2. under **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
3. This endorsement provision I. does not apply when it is shown in the Schedule as not applicable.

J. BROAD FORM NAMED INSURED

1. **SECTION II – WHO IS AN INSURED** is amended to include as an insured any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period.
2. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 4. **Other Insurance**, paragraph b. **Excess Insurance**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock.

3. Paragraph 2. of this endorsement provision J. does not apply to a policy written to apply specifically in excess of this policy.
4. This endorsement provision J. does not apply when it is shown in the Schedule as not applicable.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright Insurance Services Office, Inc. 2003

22-45TX (12/02)

Page 5 of 6

09/13/2012

8073877

NTCOOKEF068D

INSURED COPY

PGD1061D J14386

ACAOPFN 00000711 Page 63

K. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

1. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

2. This endorsement provision K. does not apply when it is shown in the Schedule as not applicable.

L. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

1. Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition 2. Duties In the Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under paragraph 1. of **SECTION II – WHO IS AN INSURED** or a person who has been designated by them to receive reports of occurrences, offenses, claims and "suits" shall have received such notice from the agent, servant or "employee".

2. This endorsement provision L. does not apply when it is shown in the Schedule as not applicable.

M. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state. This does not apply to provisions that are shown in the Schedule as not applicable.

N. BODILY INJURY REDEFINED

Under **SECTION V – DEFINITIONS**, definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright Insurance Services Office, Inc., 2000

22-45TX (12/02)

Page 6 of 6

09/13/2012

8073877

NTCODKEF0609

INSURED COPY

PGDM063D J14395

ACAOPFN 00000712 Page 7/7

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to provision a. Primary Insurance of paragraph 4. Other Insurance under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, when an additional insured has been added to this Coverage Part by attachment of an endorsement, we will not seek contribution from the "additional insured's own insurance" provided that:

- (1) You and the additional insured have agreed in a written contract that this insurance is primary and non-contributory; and
 - (2) The "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the execution of such contract.
- B. For the purposes of this endorsement the following is added to SECTION V – DEFINITIONS:**
- "Additional insured's own insurance" means other insurance for which the additional insured is designated as a Named Insured.

Forming a part of

Policy Number: CBP 8073877	
Coverage Is Provided in AMERICA FIRST LLOYD'S INSURANCE CO.	
Named Insured: ARMKO INDUSTRIES INC RBI LLC	Agent: SWINGLE COLLINS & ASSOCIATES Agent Code: 3220678 Agent Phone: (972)-387-3000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule below.

SCHEDULE

Name of Person or Organization:

BLANKET AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).

Forming a part of

Policy Number: WC 8074277	
Coverage Is Provided In AMERICA FIRST LLOYD'S INSURANCE CO.	
Named Insured: ARMKO INDUSTRIES INC RBI LLC	Agent: SWINGLE COLLINS & ASSOCIATES Agent Code: 3220678 Agent Phone: (972)-387-3000

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

WC 42 03 04A (01/00)

INSURED COPY

09/13/2012

8074277

NTCODKEFU609

PCDMGEC0 J14386

ACAOFFN 00000751 Page 37

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

COVERAGE INDEX

Description	Page
TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE	1
BROAD FORM INSURED	2
EMPLOYEES AS INSUREDS	2
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	2
SUPPLEMENTARY PAYMENTS	2
AMENDED FELLOW EMPLOYEE EXCLUSION	3
HIRED AUTO PHYSICAL DAMAGE	3
TOWING AND LABOR	3
PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	3
RENTAL REIMBURSEMENT	4
EXTRA EXPENSE - BROADENED COVERAGE	4
PERSONAL EFFECTS COVERAGE	4
AIRBAG COVERAGE	4
LEASE GAP	4
GLASS REPAIR - WAIVER OF DEDUCTIBLE	5
DRIVE OTHER CAR FOR EXECUTIVE OFFICERS	6
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	7
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS	7
BODILY INJURY REDEFINED	7
EXTENDED CANCELLATION CONDITION	7

The following modifies insurance under the:
BUSINESS AUTO COVERAGE FORM

1. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I - COVERED AUTOS, paragraph C. is changed by adding the following:

If Physical Damage Coverage is provided under the Business Auto Coverage Form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction.

Includes copyrighted material of Insurance Services Office, Inc. with its permission
Copyright, Insurance Services Office, Inc., 1997

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE - WHO IS AN INSURED is amended to include as an insured:

1. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the period for which this endorsement is effective, if there is no similar insurance available to that organization. However, the Named Insured does not include any organization:
 - a. that is a partnership or joint venture, or
 - b. that is an insured under any other policy, or has exhausted its Limit of Insurance under any other policy.
2. Paragraph 1. b. above does not apply to a policy written to apply specifically in excess of this policy.
3. Coverage for newly acquired or formed organizations is afforded only for 180 days from the date of acquisition or formation.
4. Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired that organization.

3. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE - WHO IS AN INSURED is amended to include as an insured:

Any employee of yours while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

4. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE - WHO IS AN INSURED is amended to include as an insured any person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under this policy.

This provision 4. does not apply unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

5. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, 2 a. Supplementary Payments, items (2) and (4) are replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$300 a day because of time off from work.

6. AMENDED FELLOW EMPLOYEE EXCLUSION

Includes copyrighted material of Insurance Services Office, Inc. with its permission
Copyright, Insurance Services Office, Inc., 1997

SECTION II - LIABILITY, exclusion 5. FELLOW EMPLOYEE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire.

The insurance provided under this provision 6. is excess over any other collectible insurance.

7. HIRED AUTO PHYSICAL DAMAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss, or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you hire, subject to the following limit and deductible:

The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning.

Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

Subject to a maximum of \$750 per "accident", we will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable, and the lessor incurs an actual financial loss.

The insurance provided under this provision 7. is excess over any other collectible insurance.

8. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, A.2.Towing, is replaced by the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled.

- a. For private passenger type vehicles, we will pay up to \$50 per disablement.
- b. For "light trucks" that have a gross vehicle weight (GVW) of 10,000 pounds or less, we will pay up to \$50 per disablement.
- c. For "medium trucks" that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds, we will pay up to \$150 per disablement.

However, the labor must be performed at the place of disablement.

9. PHYSICAL DAMAGE- ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extension, is amended to provide a limit of \$50 per day and a maximum limit of \$1000.

10. RENTAL REIMBURSEMENT

Includes copyrighted material of Insurance Services Office, Inc. with its permission
Copyright, Insurance Services Office, Inc., 1997

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", other than theft, to a covered "auto". We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

The most we will pay for any one "accident" or "loss" is \$1000. No deductible applies to this coverage.

11. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

12. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision 12. is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

"Personal effects" means tangible property that is worn or carried by an "insured". "Personal effects" does not include tools, jewelry, money or securities.

13. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. EXCLUSIONS is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion relating to mechanical breakdown does not apply to the accidental discharge of an air bag.

14.. LEASE GAP

A. SECTION III - PHYSICAL DAMAGE COVERAGE - LIMIT OF INSURANCE is amended by adding the following:

The most we will pay for a "total loss" in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss".

Includes copyrighted material of Insurance Services Office, Inc. with its permission.
Copyright, Insurance Services Office, Inc., 1997

- b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear,
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease,
 - d. Transfer or rollover balances from previous loans or leases,
 - e. Final payment due under a "Balloon Loan",
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto"
 - g. Security deposits not refunded by a lessor,
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto",
 - i. Any amount representing taxes,
 - j. Loan or lease termination fees, or;
2. The actual cash value of the damaged or stolen property as of the time of the "loss".

B. ADDITIONAL CONDITIONS

This coverage applies only to the original loan or lease written on a covered "auto".

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

"Balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

15. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following to D. DEDUCTIBLE :

No deductible applies to glass damage if the glass is repaired rather than replaced.

16. DRIVE OTHER CAR FOR EXECUTIVE OFFICERS

A. This provision 17. changes only those coverages where a limit and premium is shown in the Declarations.

B. CHANGES IN LIABILITY COVERAGE:

Includes copyrighted material of Insurance Services Office, Inc. with its permission
Copyright, Insurance Services Office, Inc., 1997

Any "auto" you do not own, hire or borrow is a covered "auto" for Liability Coverage while being used by any of your "executive officers", except:

Any "auto" owned by that "executive officer" or a member of that person's household, or

Any "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos".

C. CHANGES IN AUTO MEDICAL PAYMENTS AND UNINSURED MOTORISTS AND UNDERINSURED MOTORISTS COVERAGE

The following is added to WHO IS AN INSURED:

Any individual "insured" and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you do not own except:

Any "auto" owned by that individual or by any "family member".

D. CHANGES IN PHYSICAL DAMAGE COVERAGE:

Any private passenger type "auto" you do not own, hire or borrow is a covered "auto" while in the care, custody or control of any of your "executive officers" except:

Any "auto" owned by that individual or by any member of his or her household.

Any "auto" owned by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. ADDITIONAL DEFINITIONS:

As used in this endorsement:

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and that person's spouse, while a resident of the same household.

"Family member" means a person related to an "executive officer" by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

F. The insurance provided under this provision 17. will be:

Equal to the broadest of those coverages afforded any covered "auto", and

Excess over any other collectible insurance.

17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

If you unintentionally fail to disclose any hazards or exposures existing as of the inception date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced. However, you must report the undisclosed hazard or exposure as soon as practicable after its discovery, and we

Includes copyrighted material of Insurance Services Office, Inc. with its permission
Copyright, Insurance Services Office, Inc., 1997

have the right to collect additional premium for same.

18. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR "LOSS"

SECTION IV - BUSINESS AUTO CONDITIONS, paragraph A.2.a. is amended by adding the following:

You must give us notice of an "accident", claim, "suit" or "loss" only when it is known to:

1. You, if you are an individual,
2. A partner, if you are a partnership,
3. A member, if you are a limited liability company, or
4. An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

19. BODILY INJURY REDEFINED

Under SECTION V - DEFINITIONS, definition C. is replaced by the following:

"Bodily Injury" means physical injury, sickness or disease sustained by a person including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

20. EXTENDED CANCELLATION CONDITION

The COMMON POLICY CONDITIONS - CANCELLATION provision applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation. This provision 20. does not apply in those states which require more than 60 days prior notice of cancellation.

Policy Number: BA 8069786	
Coverage Is Provided In AMERICA FIRST LLOYD'S INSURANCE CO.	
Named Insured: ARMKO INDUSTRIES INC RBI LLC	Agent: SWINGLE COLLINS & ASSOCIATES Agent Code: 3220678 Agent Phone: (972)-387-3000

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

The endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM

The Transfer Of Rights of Recovery Against Others To Us Condition does not apply to the person(s), or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

SCHEDULE

Name(s) of Person(s) or Organization(s):

BLANKET AS REQUIRED BY WRITTEN CONTRACT

(If no name appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement).



Regular City Council Meeting

4. 14.

Meeting Date: 09/24/2015

Information

Agenda Item

Resolution - Radio Shop: Consider a resolution authorizing the Mayor to execute contract 12451 with Harris Corporation for radio software and updates.

Item Summary

The City operates a Harris P25 radio system. This contract allows the City to receive software updates for all servers, switches, control stations, console and site equipment. The system also includes Microsoft and Linux critical security updates for the term of the contract.

Fiscal Impact

\$76,000 is appropriated in the Adopted FY 2014-15 Operating Budget.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Contract - Harris Corporation

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, Contract No. 12451 with **Harris Corporation** for software updates and security update management services, and related documents.

Passed by the City Council this _____ 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES Harris Contract 12451 2015.doc



**SOFTWARE FX
AGREEMENT**

THIS SOFTWARE FX AGREEMENT ("Agreement") is hereby entered into between Harris Corporation, a Delaware Corporation, through its RF Communications Division ("Harris") and City of Lubbock, Texas ("Subscriber") on the following terms and conditions:

1. SCOPE OF AGREEMENT

During the term of this Agreement, as set forth in Section 11, Harris agrees to provide Subscriber with the following:

- A. Harris Software Update benefits including software updates, documentation updates and other services, as set forth in Section 3 of this Agreement, for the software developed and provided by Harris and contained within the Subscriber's Designated Harris System(s) as described in Exhibit A to this Agreement; and
- B. Harris Security Update Management Service including patch management services for the updating of security related patches, as set forth in Section 4 of this Agreement, to the Subscriber's Designated Harris System(s) as described in Exhibit A to this Agreement.

2. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below.

- A. "Contract" means the Agreement for the purchase of the Designated System(s).
- B. "Current Software Release Levels" means the most recent Software release announced by Harris as being commercially available. "Commercially available" does not include interim releases provided as emergency fixes or software released for beta test or noncommercial or similar purposes.
- C. "Designated System(s)" means the Harris system(s) purchased by Subscriber and identified in Exhibit A to this Agreement. The Designated System does not include Third Party Software Products. Excluded Products or other systems to which the Designated System may be linked.
- D. "Enterprise Configuration" means a radio system level configuration that is capable of supporting large county, multi-county, regional or state wide installations.
- E. "Excluded Products" means third Party Products contained in the customer's system that were not sold by Harris to Subscriber.
- F. "Harris Licensed Programs" means all Harris Software programs and associated documentation nonexclusively licensed to Subscriber by Harris for use solely with Subscriber's Designated System.
- G. "Harris Software Updates" means any commercially available corrections, modifications or enhancements to the Licensed Programs generally released and/or provided by Harris.

- H. "Harris Network Solutions Provider" (NSP) means an entity authorized by Harris to sell certain Harris products and systems as an authorized NSP in accordance with the provisions of a NSP Agreement between Harris and such person or entity.
- I. "IAVA" Information Assurance Vulnerability Alert. An IAVA is an announcement of a computer application software or operating system vulnerability notification in the form of alerts, bulletins, and technical advisories identified by DoD-CERT, a division of the United States Cyber Command.
- J. "Optional Feature" means those Harris Software features, not currently contained in the Subscriber's Designated System, available for Current Software Release Levels that are available to Subscriber at an additional cost.
- K. "Product Vulnerability Alerts" (PVAs) means security vulnerabilities reported against a product supplied by the Seller. Notifications of these PVAs are obtained from multiple sources; governmental, vendor, independent and open source databases.
- L. "PVA Evaluation" means the Seller's process for evaluation of a potential Product Vulnerability Alert affecting products provided by the Seller.
- M. "RCE" means Harris's Regional Centers of Excellence. RCEs are Harris master distributors of all Harris land mobile radio products and services.
- N. "STIG" means Security Technical Implementation Guide. A STIG is a methodology for standardized secure installation and maintenance of computer software and hardware
- O. "Security Updates" means software updates that mitigate, address and/or resolve product security vulnerabilities in system components offered by the Seller. These updates may include Vendor Patches and/or Vendor Work-Arounds.
- P. "Security Update Distribution" means the Seller providing Security Updates to which the Subscriber is entitled under the terms of this Agreement, affecting components of the Subscriber's Designated System as defined in Exhibit A.
- Q. "Software Updates" means all Harris provided software updates to either Harris designated SW system components or SUMS Software updates.
- R. "SUMS" means Harris's Security Update Management Service. Harris's automated patch management system that provides periodic, security-related software updates.
- S. "SUMS Software Updates" means periodic, security-related software, including but not limited to, operating system updates, antivirus signatures, and other security related Windows-based 3rd party updates (Adobe, Java, and Flash).
- T. "Tech-Link" is the technical information section of Harris's web site. Access is restricted to authorized subscribers via user ID and password login.
- U. "Third Party Software Products" means software owned by a party other than Harris Corporation.
- V. "Vendor Patches" means software updates provided by third-party software vendors that mitigate, address and/or resolve PVA(s).
- W. "Vendor Work-Arounds" means configuration and/or procedural changes provided by third-party software vendors that mitigate, address and/or resolve PVA(s).

3. HARRIS SOFTWARE UPDATES

- A. **Harris Software Releases Included.** With respect to each Licensed Program, and subject to the conditions of this Agreement, Harris will provide the Software Updates described below during the term of this Agreement. All Updates shall be shipped to Subscriber's Software FX contact designated in Exhibit A of this Agreement via protective packaging containing a quantity of programmed Software media (e.g., Proms, Tapes, Compact Discs or DVDs) necessary for Subscriber to fully implement the Software Updates within its Designated System. In addition, each shipment of Software Updates shall contain at least one set of Software release notes detailing the contents of the Software Update and providing installation instructions.
- i. **Software Updates upon Enrollment.** As determined by the system audit described in Section 6.A.i. of this Agreement, Harris shall provide to Subscriber the Software Updates needed, if any, to bring the Licensed Programs within Subscriber's Designated System up to Harris's Current Software Release Levels. Such Updates will be provided at no additional cost to Subscriber provided Subscriber has enrolled in the Software FX program within the enrollment deadline specified in Section 9.A of this Agreement.
 - ii. **Subsequent Software Updates.** During the term of this Agreement and subject to Subscriber's performance of its obligations, Harris shall provide to Subscriber Software Updates, released by Harris subsequent to Subscriber's enrollment in Software FX, for the Licensed Programs contained within Subscriber's Designated System. Such subsequent Software Updates may include:
 - a. Enhancements and/or corrections to existing features for all Designated System backbone components and/or radios;
 - b. New features or improvements to existing features implemented via the system components already contained within Subscriber's Designated System.
- B. **System Level Release Documentation:** Prior to the general release of a major system release by Harris for Harris Licensed Programs, Harris shall make available a system level release document announcing the impending release, and detailing its contents and impact, if any, on any other Harris hardware or Software components. Subscriber acknowledges that older hardware may not have sufficient capacity for the operation of the Software Updates. **NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES HARRIS EITHER TO DESIGN UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT, AND SUBSCRIBER WAIVES ANY SUCH DUTY OR OBLIGATION BY HARRIS.**

4. HARRIS SECURITY UPDATE MANAGEMENT SERVICE

- A. **Security Update Distributions Inclusions.** Subject to the conditions of this Agreement, Seller will provide periodic SECURITY UPDATES described below during the term of this Agreement. All SECURITY UPDATES shall be provided to Subscriber's contact designated in Exhibit A. SECURITY UPDATES shall contain software necessary for the Subscriber to fully implement the Security Update within the Designated System and at least one set of Software release notes detailing the contents of the SECURITY UPDATES and providing installation instructions.
- i. **Security Updates upon Enrollment.** As determined by the system audit described in Section 6.A.i. of this Agreement, Seller shall provide to Subscriber the SECURITY UPDATES needed, if any, to bring the Licensed Programs within Subscriber's Designated System up to Seller's current security software

release levels. Such updates will be provided at no additional cost to Subscriber provided Subscriber has enrolled in the Software FX program within the enrollment deadlines specified in this Agreement.

ii. Subsequent Security Updates. During the term of this Agreement and subject to Subscriber's performance of its obligations, Seller shall provide to Subscriber SECURITY UPDATES that may include:

a. Vendor Patches and/or Vendor Work-Arounds, enhancements, corrections and/or changes, made by third-party software vendors to software included in Seller provided products subject to the Subscriber's right to receive the third-party software. The Subscriber may be required to have currently executed services/support Agreement(s) with third-party vendor(s) separate from this Agreement.

B. SUMS PRODUCT Features Summary.

a. The Seller will use reasonable efforts to monitor pertinent governmental, vendor, independent and open source databases for PVAs, IAVAs, STIGs and for any subsequent resolutions that affect products provided by the Seller that are part of the Subscriber's Designated System.

b. The Seller will make every reasonable effort to verify that the PVA, IAVA, and STIG resolutions, Vendor Patches and/or Vendor Work-Arounds, do not adversely affect the Seller's stated performance of the Subscriber's Designated System.

c. The Seller will provide Security Update Distributions to the Subscriber at periodic intervals targeting bi-monthly releases. The interval shall be determined solely by the Seller. More frequent Security Update Distributions may be required to address urgent product security vulnerabilities. Security Update Distributions on other than a bi-monthly basis do not constitute a contractual default by the Seller.

d. The Seller will provide Security Update Distributions in a means suitable for use on the target devices of the Subscriber's Designated System. Optional On-Site Support Services may be contracted by the Subscriber, outside of this Agreement, through the Seller or the Seller's RCE or Network Solutions Provider or designated local service provider as set forth in Section 6.A.iv.

e. Prior to the general release by Seller of any Security Updates, Seller shall make available a SUMS PRODUCT release document announcing the impending release, and detailing its contents and impact, if any, on any other Seller hardware or Software components. Subscriber acknowledges that older hardware may not have sufficient capacity for the operation of the Software Updates. **NOTHING IN THIS AGREEMENT OR OTHERWISE REQUIRES SELLER EITHER TO DESIGN UPDATES THAT REMAIN COMPATIBLE WITH DESIGNATED SYSTEM HARDWARE OR TO PROVIDE ADDITIONAL HARDWARE UNDER THIS AGREEMENT, AND SUBSCRIBER WAIVES ANY SUCH DUTY OR OBLIGATION BY SELLER.**

f. The Seller will provide with each Security Update Distribution a Security Release Notes document. This document will detail the PVA resolutions and/or mitigation addressed by this release, installation and installation recovery procedures and software and hardware compatibility information where applicable.

g. **Automated Security Update Distribution Services.** The Seller will provide a means of automating the distribution of Security Updates to the target devices within the Subscriber's Designated System. Subscriber shall be responsible for providing the necessary hardware and licenses to run the automated distribution of Security Updates. This hardware shall be part of Subscriber's

Designated Harris System or purchased at Subscriber's expense from Seller prior to the initialization of this Software FX Agreement. As set forth in Section 9.C. of this Agreement, it shall be the Subscriber's responsibility to complete the security update process on the target devices (e.g. rebooting the target devices) following the Patch Application instructions in the Release Notes accompanying each Security Update Distribution. Optional On-Site Support Services may be contracted by the Subscriber, outside of this Agreement, through the Seller or the Seller's RCE or Network Solutions Provider or designated local service provider as set forth in Section 6.A.iv.

- h. **Assessment Reporting.** For those PVAs monitored by the Seller as stated in Section 4.B.h. , the Seller will provide responses assessing the affects of the monitored PVAs on the LMR system and stating Seller's recommendations for required actions. Access to the PVA assessments will be granted through Tech-Link, a restricted web site maintained by the Seller. The Seller does not guarantee assessment response time, but will make reasonable efforts to provide timely assessment responses.

5. SOFTWARE RELEASES NOT INCLUDED

A. **Software Releases Not Included.** The following Software releases are not included within the terms of this Agreement:

- i. **New Products.** Any Software products released by Harris for which an earlier generation or release level is not already contained within Subscriber's Designated System. If Subscriber wishes to implement such Software products within its Designated System, it will need to license such products at the fees then in effect and purchase any necessary compatible hardware for operation of such Software.
- ii. **Third Party Software.** To the extent that such Third Party Software Products are available and compatible with the Designated System, Harris reserves the right to charge an additional fee for upgrades to software programs that are licensed by a third party for use with the Harris system yet are not the property of Harris. The Subscriber may be required to have currently executed services/support Agreement(s) with third-party vendor(s) separate from this Agreement. Subscriber must provide evidence of a current services/support Agreement at the seller's request.

6. SOFTWARE SERVICES INCLUDED

A. **Services Included.** Subject to the terms and conditions of this Agreement and Subscriber's compliance therewith, Harris will provide to Subscriber the services described below.

- i. **System Configuration Baseline and Documentation Update.** As part of the initial enrollment process for Software FX, Harris may deem it necessary to conduct a system audit of Subscriber's Designated System(s) to be covered under this Agreement. If said audit is required, Harris, or its RCE or Harris Network Solutions Provider will conduct the audit. This audit will be used to verify Subscriber's first-year Software FX Fee and to determine the Software release levels for Licensed Programs contained within Subscriber's System at the time of enrollment, together with any hardware updates necessary to accommodate Software Updates.
- ii. **Installation Phone Support.** Subscriber's Software FX subscription shall include telephone support by Harris's Technical Assistance Center (TAC) personnel with respect to the installation of Software Updates. Such support will be available during Harris' normal business hours (8:00 a.m. to 5:00 p.m. Eastern Standard Time Monday through Friday, excluding holidays) and for a period of ninety (90)

days from the date the Software Update is released to Subscriber. After-hours emergency support will be available through Harris optional System Maintenance services at prices then in effect, provided that Subscriber is in compliance with the terms of this Agreement.

- iii. Upgrade Planning. If Subscriber is in compliance with the terms of this Agreement and its Designated System is classified as an Enterprise Configuration, Harris, or its RCE or Network Solutions Provider, shall provide an annual consultation service to review Harris' planned Software releases and evaluate the operational and financial impact such releases may have on Subscriber's Designated System. If Subscriber is in compliance with the terms of this Agreement and its Designated System is classified below an Enterprise Configuration, upgrade planning is not included within the terms of this Agreement but can be obtained from Harris at the rates then in effect for such service.
- iv. On-Site Services. Initial Installation Services are optionally available, outside of this Agreement, through the Seller, the Seller's RCE or Network Solutions Provider, or a designated local service provider provided that Subscriber is in compliance with the terms of this Agreement.
- v. Tech-Link. Tech-Link is the restricted access, technical information section of Seller's web site. Seller will provide FX subscribers access, via user ID and password authorization, to FX and SUMS release documentation and downloadable distribution media. Seller will also provide additional authorization to allow subscribers to view PVA, IAVA, and STIG assessment recommendations described in Section 4.B.i.

7. SOFTWARE SERVICES NOT INCLUDED

Services Not Included. The following services/products are not included within the terms of this Agreement:

- i. Hardware Upgrades. In the occasional event that a Software Update released requires a corresponding hardware change, Subscriber will need to purchase separately the compatible hardware required. Harris will endeavor to notify Subscriber in advance via the system level release documentation or, if applicable, via Software FX's upgrade planning service of any hardware changes needed in order to implement a Software Update. No such notice will be given for Third Party Software Updates or Excluded Products, and no hardware upgrade may be available.
- ii. Software Update Installation. Installation of Software Updates for terminal products, Software Updates for infrastructure, and Security Updates by Seller are not included, but such installations may be obtained from Seller, or its RCE or Network Solutions Provider, at the rates then in effect for such service, provided that Subscriber is in compliance with the terms of this Agreement.
- iii. Optional Support Services. Other Software support services Subscriber may require, including, but not limited to, training, customized software programming or troubleshooting through Seller's Technical Assistance Center are outside the scope of this Agreement but may be obtainable through other programs offered by Seller.

8. SOFTWARE DISTRIBUTION AND INSTALLATION

All Software Updates shall be provided to Subscriber's contact designated in Exhibit A. In addition, each shipment of Software Updates shall contain at least one set of Software release notes detailing the contents of the Software Update and providing installation instructions

In the event any Software media contained within Subscriber's Designated System incurs damage, whether from acts of Nature or human error, Harris shall provide replacements for such Software to Subscriber at no additional charge, subject to the terms and conditions of this Agreement.

9. CONDITIONS FOR SERVICE

- A. Enrollment Deadline. Subscriber agrees to enroll in Software FX no later than sixty (60) days after the earlier of: (i) the first expiration date of the warranty provided by Harris for any component of Subscriber's Designated System, or (ii) the first expiration date of the warranty provided by Harris for any of the Software within Subscriber's Designated System. If either such warranty already has expired when Subscriber is first offered the Software FX Program, Subscriber will be given a 60-day grace period in which to enroll in Software FX. A Subscriber meeting the enrollment deadline will receive, at no additional charge as described in Sections 3.A.i. and 4.A.i of this Agreement; the Software Updates needed to bring its Designated System up to Harris's Current Software Release Levels to the extent the Designated System hardware is compatible with such Software Updates.
- B. Subscriber Contact. Seller requests that Subscriber identify its Subscriber Contact in Exhibit A. Subscriber shall designate a person with sufficient technical expertise to be able to interact knowledgeably with Seller's technical support personnel. To the maximum extent practicable, Subscriber's communications with Seller (with regard to the Software Updates provided under this Agreement) should be through the Subscriber Contact.
- C. Installation. Subscriber agrees to properly install the Software Updates provided by Seller in order of receipt from Seller. Subscriber understands that Software support provided by Seller is limited to Seller's Current and current minus 1 Software Release Levels of Licensed Programs for the Designated System.
- D. Media Labeling. Subscriber agrees that if it makes copies of any Software Update supplied by Harris, for backup purposes, Subscriber will reproduce any copyright notice and/or proprietary notice appearing on and/or in such Update and will label all copies with all information, including part numbers and revision levels, provided on the set of media provided by Harris. Nothing herein grants Subscriber any right to sublicense any Software or to distribute copies to any other person, and such sublicensing and distribution is expressly prohibited.
- E. No Modification of Software. Subscriber agrees not to modify, enhance or otherwise alter any Software unless specifically authorized in the user documentation provided by Harris with such Software Update or unless the prior written consent of Harris is obtained. Under no circumstance shall Subscriber create or permit the creation of any derivative work from any Software or the reverse engineering or replication of any Software.
- F. Harris's obligations under this Agreement are conditional upon Subscriber's compliance with the terms of this Agreement and any Contract then in effect between Harris and Subscriber.
- G. Delegation of Authority. The Subscriber hereby delegates, grants, and assigns to Seller, acting as the Subscriber's agent or to a person or entity authorized by Seller, all approval rights relating to the selection of Vendor Patches for the Designated System. All approvals given to third-party vendors by the seller acting as the subscriber's agent under the terms of this AGREEMENT shall be deemed as being granted by the Subscriber.

10. FEES, TERMS OF PAYMENT & TAXES

- A. SOFTWARE FX Fee. Subscriber agrees to pay Harris or its RCE an annual Software FX Fee, in the amount set forth in Exhibit A to this Agreement, plus taxes pursuant to Subsection E below, for Software

FX services provided during the term as defined in Exhibit A. Subsequent years' Software FX Fees, beyond Subscriber's first-year fee specified in Exhibit A, may or may not remain at the same rates. Any significant changes made to Subscriber's Designated System(s) configuration will be reflected in the following year's Software FX Fee. If Harris's rates for Software FX should increase, Subscriber will be notified in writing of any such increases at least one hundred twenty (120) days prior to the end of Subscriber's yearly Software FX period then in effect.

- B. Other Charges. Subscriber understands that if it chooses to delay its enrollment in Software FX beyond the deadline described in Section 9.A. of this Agreement, Subscriber will need to license, at the applicable fees then in effect, the initial Software Updates needed to bring its System up to Harris's Current Software Release Levels, as well as any hardware which may be required to accommodate such Updates.
- C. Due Date. Subscriber's first-year Software FX Fee will be invoiced upon receipt of this Agreement signed by Subscriber. Payment will be due thirty (30) days from the date of the invoice. Subscriber's subsequent years' Software FX Fees will be automatically invoiced sixty (60) days prior to the commencement of the subsequent year's term. Payment of all amounts due is a condition precedent to Harris providing any future Software Updates or other services.
- D. Taxes. In addition to all fees specified herein, Subscriber shall pay the gross amount of any present or future sales, use, excise, value-added, or other similar tax applicable to the price, sale or delivery of any products or services furnished hereunder or to their use by Subscriber, unless Subscriber shall otherwise furnish Harris with a tax-exemption certificate acceptable to the applicable taxing authorities.
- E. Discontinuance. Subscriber understands that if Subscriber discontinues and then subsequently resumes participation in the Software FX Program, Subscriber will be required to pay a re-entry fee for any benefits provided to Subscriber upon re-entry to the Software FX Program plus the Software FX Fee for the term then commencing.

11. TERM & TERMINATION

- A. Software FX services will be provided by Harris to Subscriber for an initial one-year term, as defined in Exhibit A to this Agreement, and thereafter on a year-to-year basis as provided herein, subject to prior payment in full of all outstanding fees and charges at the time of renewal and compliance with the provisions of this Agreement.
- B. Provided Subscriber is then in full compliance with all of its obligations, Subscriber's Software FX enrollment shall be automatically renewed on a succeeding yearly basis thereafter unless either party notifies the other in writing, at least ninety (90) days prior to the end of the yearly period then in effect, that this Agreement will not be renewed.
- C. Harris shall have the right to suspend or terminate this Agreement upon thirty (30) days' prior written notice if Subscriber fails to pay any fees or charges due hereunder or if Subscriber commits any other breach of this Agreement or commits any breach of any applicable Software license Agreement for any Licensed Program being supported under this Agreement, any contract between Subscriber and Harris or any other obligation of Subscriber to Harris or any of its affiliates.
- D. Harris shall have the right to discontinue providing Software FX services (including Updates) for any Licensed Program supported under this Agreement. Software Updates may be discontinued at any time at Harris's discretion. Other services shall not be discontinued without at least ninety (90) days' prior written notice by Harris to Subscriber. Notwithstanding any other provision of this Agreement, as Subscriber's sole and exclusive remedy Harris will provide a pro-rata refund of Subscriber's annual

Software FX Fee if Harris elects to discontinue providing Software FX services for any Licensed Program supported under this Agreement.

- E. Except as provided in Section 11.D. above, under no circumstances (including any termination of this Agreement) shall any fees paid pursuant to this Agreement be refundable once paid by Subscriber.

12. LIMITATION OF LIABILITY

EXCEPT FOR PERSONAL INJURY OR DEATH, HARRIS' TOTAL LIABILITY ARISING FROM THIS AGREEMENT WILL BE LIMITED TO THE AGGREGATE AMOUNT OF SOFTWARE FX FEES PAID TO HARRIS UNDER THIS AGREEMENT.

13. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this Agreement shall be in a court of appropriate jurisdiction in Lubbock County, Texas, exclusively.

14. NOTICES

All notices required or permitted hereunder shall be in writing and shall be deemed validly given upon being hand delivered, or upon receipt if sent by facsimile, e-mail or if mailed by certified mail, return receipt requested, to Subscriber at the address set forth in Exhibit A or to Harris Corporation at 221 Jefferson Ridge Parkway, Lynchburg, VA. 24501, Attention: Software Services Group, or to such other address as either party may designate to the other in writing.

15. ENTIRE AGREEMENT, EXECUTION AND MODIFICATION

- A. This Agreement contains the entire and only Agreement between the parties concerning the subject matter hereof, and all prior representations and understandings in connection with the subject matter hereof are superseded and merged herein, and any representation or understanding not incorporated herein shall not be binding upon either party.
- B. This Agreement shall not become effective until signed on behalf of Harris by one of its officers or by an executive duly authorized by Harris's Vice President. No change, modification, ratification, rescission, or waiver of this Agreement or any of the provisions hereof shall be binding upon Harris unless made in writing and signed on its behalf in like manner.
- C. HARRIS DOES NOT ASSUME ANY OBLIGATIONS OR LIABILITIES IN CONNECTION WITH THE SOFTWARE OR SERVICES OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT, AND DOES NOT AUTHORIZE ANY PERSON (INCLUDING HARRIS'S RCES OR SUBCONTRACTORS OR SUPPLIERS) TO ASSUME FOR HARRIS ANY OTHER OBLIGATIONS OR LIABILITIES.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives.

The parties agree to the terms of Exhibit B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

HARRIS:

GLEN C. ROBERTSON, MAYOR



HARRIS CORPORATION
RF COMMUNICATIONS DIVISION

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Clifford Crow, Communications Manager

APPROVED AS TO FORM:



John Graze, Assistant City Attorney

EXHIBIT A Designated System

1. Term of Software FX Agreement.

The services, as described in the Software FX Agreement to which this Exhibit A is attached, will be Provided for the initial period beginning 5/16/15 and ending 5/16/16 and will be automatically renewed for one-year periods thereafter pursuant to Section 8 of the Agreement.

2. Designated System Fees.

The Designated System(s) for which the Software FX Agreement will apply is (are):

System Name	System Classification	FX Option	FX Fee
City of Lubbock -	P25(IP)	MASS-BSN6J	\$76,000.00 Annual \$380,000.00 5-year contract with multi-year discount of 10%
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		
	N/A		

Subscriber's subsequent years' Software FX Fees will be determined in accordance with Section 10.A. of the Agreement.

3. All Notices and Software Updates under this Software FX Agreement are to be provided by Harris to Subscriber under this Agreement are to be sent to:

Contact's Name: Clifford Crow
 Company Name: City of Lubbock
 Title: Communications Manager
 Address: 530 36th Street, Suite 200
 (Do not use P.O. Boxes) Lubbock, Texas 79404

Telephone: 806-775-2326
 FAX No. 806-775-2651

A. Non-Arbitration

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

B. Nonappropriation

All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.



Regular City Council Meeting

4. 15.

Meeting Date: 09/24/2015

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2015-O00100 amending Chapter 8, Section 8.19.003, of the Code of Ordinances of the City of Lubbock, Texas in regard to the expansion of permitted locations of mobile food vendors; providing a penalty clause; providing a savings clause; and providing for publication.

Item Summary

On September 10, 2015, the City Council approved the first reading of the ordinance.

In November of 2014, City Council passed an ordinance to allow mobile food vendors to operate on private property within certain appropriate commercial districts. The medical district was not included in this ordinance. Now, almost a year after implementation, an amendment to allow mobile food vendors to locate and sell in this underserved area, has been requested on multiple occasions. In Staffs opinion, this change should not be a detriment to the medical district.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Mangager

Attachments

Ordinance - Mobile Food Vendors

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, SECTION 8.19.003, OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS IN REGARD TO THE EXPANSION OF PERMITTED LOCATIONS OF MOBILE FOOD VENDORS; PROVIDING A PENALTY CLAUSE; 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 Section 8.19.003 of the Code of Ordinances of the City of Lubbock, Texas is hereby amended to read as follows:

Sec. 8.19.003 Permitted locations

Subject to the provisions of this article, mobile food vendors shall be permitted to conduct business in the following zoning districts: C-3, C-4, IHC, IHI, M-1, M-2, CB1, CB2, CB3, CB4, CB5, and CB6. Additionally, mobile food vendors shall be permitted to conduct business in the AM zoning district generally located within the boundaries of 19th Street to the north, Indiana Avenue to the east, 24th Street to the south, and Quaker Avenue to the west, more particularly described in the City's Comprehensive Land Use Plan as the "AM Policy District."

SECTION 2. THAT, unless otherwise provided herein, a 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.

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

SECTION 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.

SECTION 5. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this ____ day of _____, 2015.

Passed by the City Council on second reading this ____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Justin Pruitt, Assistant City Attorney

Ord. Bus. & Amu. – Chapter 8.19.003 – Mobile Food Vendors
August 25, 2015



Regular City Council Meeting

4. 16.

Meeting Date: 09/24/2015

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an amendment to Community Development funding contract 12135 and all related documents with Family Promise of Lubbock through the Emergency Solutions Grant for the Rapid Rehousing Financial Assistance Program.

Item Summary

The original contract with Family Promise commenced on October 1, 2014 and ends on September 30, 2015. This amendment would extend the contract through September 30, 2016.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Amendment Contract

Amendment 1 - Family Promise

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to Contract 12135 for community development funding, by and between the City of Lubbock and Family Promise of Lubbock, Inc., 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 _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

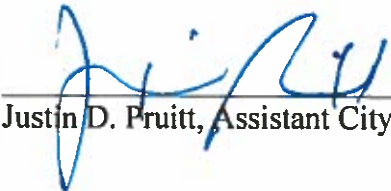
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

STATE OF TEXAS §

CONTRACTOR OF LUBBOCK §

**AMENDMENT TO COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN THE CITY OF LUBBOCK AND
FAMILY PROMISE OF LUBBOCK, INC.**

This amendment to Agreement is entered into this ____ day of September 2015 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and Family Promise of Lubbock, Inc. (hereinafter called "Contractor").

WHEREAS, the Contractor and the City have previously entered into an Agreement dated October 1, 2014 (hereinafter called "the Agreement"); and

WHEREAS, the City and the Contractor hereby desire to amend said agreement.

NOW THEREFORE, the City and the Contractor hereby agree to amend the Agreement as follows:

- 1) Paragraph II Time of Performance of the Agreement is hereby amended as follows:

Services of the Grantee shall start on the 1st day of October 2014, and end on the 30th day of September 2016. The terms of this Amendment 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 ESG funds or other assets, including program income.

Executed the _____ of September 2015 as first written as affected as provided herein.

CITY OF LUBBOCK

FAMILY PROMISE OF LUBBOCK, INC.

GLEN C. ROBERTSON
MAYOR



Doug Morris, Executive Director



Family Promise Board Chair

Federal I.D.# 75-2758106

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Justin Pruett, Assistant City Attorney



Regular City Council Meeting

4. 17.

Meeting Date: 09/24/2015

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the approval of the sale of one Urban Renewal Agency (URA) vacant lot to Terry Humphrey. The lot is located at 2508 Martin Luther King Jr. Boulevard, described as North 125 feet of Lot Thirteen , Block Forty-two, Coronado Addition 15760-42-130 to the City of Lubbock, Lubbock County, Texas.

Item Summary

This is a routine sale of one commercial vacant lot located at 2508 Martin Luther King, Jr. Boulevard by the URA.

Fiscal Impact

The sale of this lot will generate \$1,800 for the URA.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Terry Humphrey

Contract - 2508 MLK, Jr. Blvd

RESOLUTION

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

THAT the City Council does hereby approve the price and conditions of sale for the Contract of Sale of Land by the Urban Renewal Agency of the City of Lubbock to Terry Humphrey of 10115 Chicago Avenue, Lubbock, Texas for all certain parcels of land located in the City of Lubbock, more particularly described as Parcel 15760-42-130, Tract 1 at 2508 MLK, Jr. Blvd., and legally described as the North 125' of Lot Thirteen (13), Block Forty-Two (42), of the Coronado Addition to the City of Lubbock, Lubbock County, Texas. Said Contract of Sale of Land is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Karen Murfee, Community Development Director

APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

CONTRACT FOR SALE OF LAND

AGREEMENT, made on or as of the 27th day of August 2015, by and between the URBAN RENEWAL AGENCY OF THE CITY OF LUBBOCK, a public body corporate (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "Seller"), having its office at 1625 13th Street in the City of Lubbock (hereinafter called "City"), State of Texas, and Terry Humphrey (hereinafter called "Purchaser") at 10115 Chicago Avenue WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Law of the State of Texas, the Seller is carrying out an Urban Renewal project described as follows:

The Urban Renewal Plan for the Coronado Urban Renewal Project as revised, August 31, 1960, on file at the office of the City Secretary of the City of Lubbock, and all amendments thereto, which was approved by the City of Lubbock by resolution passed and adopted on the 23rd day of March 1961, notice of which Plan, Section 20 was filed for record on the 16th day of October 1961, in Volume 862, Page 127, Deed Records of Lubbock County, Texas.

and the Seller has offered to sell and the Purchaser is willing to purchase certain real property located in the Project area as described in Section 17 and to redevelop or rehabilitate the Property for and in accordance with the uses specified in the Urban Renewal Plan and the provisions of this Agreement:

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the others as follows:

SEC. 1. SALE: PURCHASE PRICE

Subject to all the terms, covenants, and conditions of this Agreement, the Seller will sell the Property to the Purchaser for, and the Purchaser will purchase the Property from the Seller and pay therefore, the amount of One thousand eight hundred dollars and NO/100-----(\$1800.00), hereinafter called "Purchase Price", to be paid in cash, by certified check, or by such check as shall be satisfactory to the Seller.

SEC. 2. CONVEYANCE OF PROPERTY

(a) Form of Deed. The Seller shall convey to the Purchaser title to the Property by general warranty deed. The conveyance and title shall, in addition to all other conditions, covenants, and restrictions set forth in this Agreement, be subject to:

(b) Time and Place for Delivery of Deed. The Seller shall deliver the Deed and possession of the Property to the Purchaser on Oct 1, 2015, or on such earlier date as the parties hereto may mutually agree. Section 19, Special Provisions of this Contract shall apply. Conveyance shall be made at a place designated by Seller and the Purchaser shall accept the conveyance and pay the Purchase Price to the Seller at such time and place.

(c) Record of Deed. The Purchaser shall promptly file the Deed for recordation in the County Deed Records of Lubbock County, Texas, and shall pay all costs for recording the Deed.

(d) Title. The Seller will furnish an owner's title policy or a mortgagee title policy binder on an interim construction loan to the Property and will convey good and merchantable title free and clear of any encumbrances except those named herein. Only a warranty deed and tax certificates(s) shall be furnished by the Seller to the Purchase in the conveyance of an uneconomic remnant lot or to a non-profit organization bidding ten percent (10%) of the minimum set price. The Seller will not pay any closing costs.

SEC. 3. GOOD FAITH DEPOSIT

The Purchaser has, prior to the execution of this Agreement delivered to the Seller a good faith deposit satisfactory to the Seller in the amount of One hundred eighty dollars and NO/100-----(\$180.00), hereinafter called the "Deposit". The Deposit shall be handled as follows:

(a) In the case of a single one-family dwelling redevelopment or other development of like magnitude, the Deposit will be applied as a part of the purchase Price, if at the time of conveyance, the Purchaser has entered into a satisfactory contract for the construction of the improvements, as defined and set forth in Section 5.

(b) In the case of all other developments of greater magnitude, the Deposit will be applied as part of the Purchase Price or will be returned to the Purchaser if the Purchaser has submitted to the Seller the following:

- (1) Copy, certified by the Purchaser to be true and correct, of the commitment or commitments obtained by the Purchaser for the mortgage loans or loan to assist in the financing of the construction of the improvements.
 - (2) Evidence satisfactory to the Seller that the interim mortgage loan to assist in financing the construction of the improvements has been initially closed; and a
- (c) Otherwise, the Deposit shall serve as security for the performance of the obligations of the Purchaser to construct or to rehabilitate the improvements as provided herein.

SEC. 4. SITE PREPARATION AND CERTAIN OTHER ACTION BY SELLER

Site preparation may include:

The vacating of present streets, alleys, other public rights-of-way, and plats, and the dedication of new streets, alleys, and other public rights-of-way, in the Project Area, and the re-zoning of such Area, in accordance with the Urban Renewal Plan costs will be borne by the Purchaser. Purchaser agrees that upon request to join with the Seller in any petitions and proceedings required for such vacations, dedications and re-zoning.

It shall be the sole responsibility of the Purchaser to bear the costs for application(s) to change the zoning to accommodate the proposed development, sewer taps, water meters, curb cuts, repairs, or other related costs. The Seller or the City of Lubbock will not be responsible for any of these costs under any circumstances.

SEC. 5. CONSTRUCTION OR OF IMPROVEMENTS, PLAN OR WORK WRITE-UP, AND EVIDENCE OF FINANCING:

The Purchaser will redevelop the Property by adding on to adjoining property. The Purchaser's plans and specifications or rehabilitation work write-ups for the redevelopment or rehabilitation of the Property shall be in conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local Laws and regulations. As promptly as possible after the date of this Agreement, the Purchaser shall submit to the Seller for the Seller's approval a plan for the construction of the improvements or a rehabilitation work write-up. If rejected, the Purchaser shall submit a new or corrected construction plan or rehabilitation work write-up, which conforms to the Seller's requirements.

The Purchaser shall submit to the Seller, evidence as to equity capital and any commitment necessary for mortgage financing after approval of the construction plans or work write-up by the Seller. The submission of evidence of necessary equity capital and mortgage financing commitment by the Purchaser are conditions precedent to the Seller's obligation to convey the Property to the Purchaser.

SEC. 6. RESTRICTIONS ON USE

The Purchaser agrees for itself, its successors and assigns, shall comply with the terms of the deed's covenants:

- (a) Devote the Property only to and in accordance with the uses specified in the Urban Renewal Plan;
- (b) Not discriminate upon the basis of race, color, creed, disability, familial status or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.

SEC. 7. COVENANTS: BINDING UPON SUCCESSORS IN INTEREST; PERIOD OF DURATION

The Deed shall provide that the covenants provided in Sections 6, 8 and 9 shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the Seller, its successors and assigns, the City, and any successor in interest to the Property, and the United States (in the case of the covenant provided in Section 9 (b) against the Purchaser, its successors and assigns, and every successor in interest to the Property, and any party in possession or occupancy of the Property. It is further intended and agreed that the covenant provided in Section 9 (a) shall remain in effect from the date of the Deed until the period of time referred to in the Urban Renewal Plan, or until such date is thereafter extended by proper amendment of the Urban Renewal Plan. The covenant provided in subsection (b) of Section 9 shall remain in effect without limitation as to time. The term "uses specified in the Urban Renewal Plan" and "land use" referring to provisions of the Urban Renewal Plan, or similar language, in this Agreement shall include the land and all building, housing, and other requirements or restrictions of the Urban Renewal Plan pertaining to such land.

SEC. 8. PROHIBITION AGAINST TRANSFER OF PROPERTY

The Purchaser has not made or created, and (except as permitted by Section 12) will not, prior to the completion of the improvements, make or suffer to be made any sale, assignment, conveyance, lease, or transfer the Property without the prior written approval of the Seller.

A transfer of stock in the Purchaser of ten percent or more, or any other significant change or distribution in the ownership of such stock or with respect to the parties in control of the Purchaser, whether by increased capitalization, merger with another corporation, corporate or other amendments, shall be deemed an assignment or conveyance of the Property. The Purchaser and the parties signing this Agreement on behalf of the Purchaser represent that they have the authority of all of its existing stockholders to agree to this provision on their behalf and to bind them thereto. "Stock in the Purchaser" means and includes any proprietary interest, susceptible of division or distribution among more than one person, constituting total or partial ownership in or of the Purchaser. "Stockholder" means any holder of such proprietary interest.

The Purchaser agrees that during the period between execution of this Agreement and the completion of the improvements, (a) the Purchaser will promptly notify the Seller of any changes in the ownership of stock and (b) the Purchaser shall furnish the Seller with a complete statement, subscribed and sworn to by the president or other executive officer, setting forth all of the names of stockholders of the Purchaser and the extent of their respective holdings.

SEC. 9. LIMITATION UPON ENCUMBRANCE OF PROPERTY

Prior to the completion of the improvements, neither the Purchaser nor any successor in interest to the Property shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Property, except for the purposes of obtaining funds only to the extent necessary for making the improvements. Until completion, the Purchaser shall notify the Seller in advance of any financing, secured by mortgage or other similar lien instrument it proposes to enter into, and of any encumbrance or lien that has been created or attached to the Property.

SEC. 10. MORTGAGEES NOT OBLIGATED TO CONSTRUCT

The holder of any mortgage authorized by this Agreement (including any holder who obtains title to the Property as a result of foreclosure proceedings or any other party who thereafter obtains title to the Property from or through such holder shall not be obligated to construct or complete the improvements. Nothing in this Agreement shall permit such holder to devote the Property to, other than those uses or improvements permitted in the Urban Renewal Plan and this Agreement.

SEC. 11. ENFORCED DELAY IN PERFORMANCE

Neither the Seller nor the Purchaser, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the preparation of the Property for redevelopment, or the commencement and completion of the improvements, in the event of enforced delay in the performance due to unforeseeable causes beyond its control. The time for the performance shall be extended for the period, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

SEC. 12. REMEDIES

A. In General. In the event of any default or breach of the Agreement, or any of its terms or conditions, by either party, or any successor, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, within sixty (60) days after receipt of such notice. In case the default or breach is not cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary to cure and remedy such default or breach, to compel specific performance by the party in default or breach of its obligations.

B. Prior to Conveyance. If, prior to the conveyance, the Purchaser assigns or attempts to assign this Agreement or fails to pay the Purchase Price and take title to the Property under tender of conveyance by the Seller, then this Agreement and any rights of the Purchaser in this Agreement may be terminated by the Seller and the Deposit retained by the Seller as liquidated damages. In the event that the Seller does not tender conveyance or possession of the Property as provided in this Agreement or the Purchaser furnishes evidence satisfactorily to the Seller by October 31, 2015 that it has been unable after diligent effort to obtain mortgage financing for the construction or rehabilitation of the improvements, then this Agreement shall at the option of the Seller be terminated and the Deposit returned to the Purchaser.

C. Revesting Title in Agency upon Happening of Event Subsequent to Conveyance to Redeveloper. In the event that subsequent to conveyance of the Property to the Purchaser, and prior to completion of construction or rehabilitation of the improvements:

(a) The Purchaser (or successor in interest) shall default or violate its obligations or shall abandon or suspend the construction or rehabilitation of the improvements, and any such default, violation, abandonment, or suspension is not remedied within six months after written demand by the seller; or

(b) The Purchaser (or successor in interest) shall fail to pay real estate taxes or assessments on the Property when due, or shall place any encumbrance or lien unauthorized by this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, should make provision satisfactory to the Seller for such payment, removal, or discharge, within ninety (90) days after written demand by the Seller; or

(c) There is any transfer of the Property, and such violation shall not be cured within sixty (60) days after written demand by the Seller t the Purchaser.

then the Seller shall have the right to re-enter and take possession of the Property and to terminate (and revert in the Seller) the estate conveyed by the Deed to the Purchaser. The Deed shall contain, a condition that in the event of any default, failure, violation, by the Purchaser (specified in subdivisions (a), (b) and (c) of this Section 15), to remedy such default, failure, violation, the Seller may declare a termination in favor of the Seller of the title, and of all the rights and interests in and to the Property conveyed by the Deed to the Purchaser, and that such title and all rights and interests of the Purchaser, and any assigns or successors, shall revert to the Seller: Provided, That Seller shall always be subject to, (a) the lien of any mortgage authorized by this Agreement, and (b) any right or interest provided in the Agreement for the protection of the holder of such mortgage. In addition, the Seller shall also have the right to retain the Deposit as liquidated damages.

D. Other Rights and Remedies of Agency; No Waiver by Delay. The Seller shall have the right to institute such proceedings for effectuating the purposes of this Section 15, including the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title, and interest of the Purchaser, and (subject to such mortgage liens and leasehold interests as provided in this Section 15 hereof), its successors in interest and assigns, in the property, and the reversioning of title in the Seller. Provided, That any delay by the Seller in instituting or prosecuting any such proceedings shall not operate as a waiver of such rights or to limit its rights in any way.

SEC. 13. RESALE OF REACQUIRED PROPERTY: DISPOSITION OF PROCEEDS.

Upon the reversioning in the Seller of title to the Property as provided in subdivision D of Section 15, the Seller shall use its best efforts to resell the Property (subject to such mortgage liens and leasehold interests as in Section 15) as soon as the Seller shall find to a qualified and responsible party or parties (as determined by the Seller) who will assume the obligation of making or completing the construction or rehabilitation of the improvements satisfactory to the Seller. Upon such resale of the Property, the proceeds shall be applied:

(a) First, to reimburse the Seller, on its own behalf or on behalf of the City, for all costs and expenses incurred by the Seller, including, but not limited to, salaries of personnel in connection with the recapture, management, and resale of the Property (but less any income derived by the Seller from the Property); all taxes, assessments, and water and sewer charges thereof at the time of reversioning of title in the Seller or to prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults, or acts of the Purchaser, its successors or transferees; any expenditures made or obligations incurred; and any other amounts owing the Seller by the Purchaser and its successor or transferee, and

(b) Second, to reimburse the Purchaser, its successor or transferee, up to the amount equal to (1) the sum of the purchase price paid by it for the Property (or allocable to the part thereof) and the cash actually invested by it in performing any construction or rehabilitation of the improvements on the Property, less (2) any gains or income withdrawn or made on the Property.

Any balance remaining after such reimbursements shall be retained by the Seller as its property.

SEC. 14. CONFLICT OF INTEREST: SELLER'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

No member, official, or employee of the seller shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests, directly or indirectly. No member, official, or employee of the Seller shall be personally liable to the Purchaser or any successor in interest, in the event of any default or breach by the Seller or for any amount which may become due to the Purchaser or successor or on any obligation under the terms of this Agreement.

SEC. 15. PROVISIONS NOT MERGED WITH DEED.

No provision of this Agreement shall be merged by any subsequent deed transferring, and any such deed shall not affect the provisions and covenants of this Agreement.

SEC. 16. SPECIAL PROVISIONS.

This Agreement is subject to the approval of the City Council, City of Lubbock, Texas, in accordance to Sec. 374.017(g) of the local Government Code. If such approval is not obtained, then this contract for sale shall be null and void and have no further force between the parties hereto.

This Agreement is subject to the "Time Limits On Contractual Agreements to Purchase Policy on Land Disposition for Urban Renewal Agency Parcels" approved and adopted by the Urban Renewal Board of Commissioners on September 18, 2007.

This Agreement is subject to any required approval and or revisions zone changes or variance, if any, by the Planning and Zoning commission (P & Z), City Council and or the Zoning Board of Adjustment (ZBA) prior to conveyance. If such approval or revisions are not approved or obtained, then the Purchaser may request the cancellation of this agreement.

SEC. 17. DESCRIPTION OF PROPERTY.

All that certain parcel or parcels of land located in the City of Lubbock, County of Lubbock, State of Texas, more particularly described as follows:

North 125' of Lot Thirteen (13), Block Forty-two (42), Coronado Addition #15760-42-130 (N. 125') to the City of Lubbock, Lubbock County, Texas.

SEC. 18. COUNTERPARTS.

This Agreement is executed in One counterpart, each of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Seller has caused this Agreement to be duly executed in its name and behalf by its Chairman and or Vice-Chairman and its seal to be hereunto duly affixed and attested by its Secretary and or Acting Secretary, and the Purchaser has signed and sealed the same on or as of the day and year first above written.

URBAN RENEWAL AGENCY OF THE CITY OF LUBBOCK, TEXAS
SELLER

BY:  JEFF VITALE
Jeff Vitale, Board Chair

PURCHASER

BY: 
Terry Humphrey

ATTEST:


Piata Bryant, Acting Secretary

IN PRESENCE OF:


Community Development Department.



Regular City Council Meeting

5. 1.

Meeting Date: 09/24/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3263, a request of Hugo Reed and Associates, Inc., for Lubbock Habitat for Humanity, for a zoning change from R-1 to R-1 Specific Use for Garden Homes on 22.9 acres of unplatted land out of Block A, Section 3, 404 North Guava Avenue, south of East Erskine Street, east of North Guava Avenue, and consider an ordinance.

Item Summary

General comments:

Request of Hugo Reed and Associates, Inc., for Lubbock Habitat for Humanity, for a zoning change from R-1 to Residential Single Family, R-1, Specific Use for Garden Homes on 22.9 acres of unplatted land out of Block A, Section 3, 404 North Guava Avenue, south of East Erskine Street, east of North Guava Avenue.

Adjacent land uses:

N: C-4, Commercial

S: R-1, Single Family Residential

E: East Loop 289

W: R-1 Specific Use, Single family homes

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP and should be zoned residential.

Garden homes and town homes are a different type of Single Family housing, typically smaller lots, with reduced setbacks and most of the rear yard redirected to being on the side between structures.

Zoning Policy:

The request is consistent with zoning policy as there have been many zone changes around Lubbock which have been developed as residential adjacent to the frontage road of Loop 289. The request will provide needed growth in the area and extend the existing residential subdivision north towards Erskine Street.

Effect on the adjacent street and thoroughfare system:

Coordinating with other departments along with not permitting every street to traverse through the subdivision to the loop will eliminate any traffic issues along East Loop 289 access road.

Recommendations:

Staff recommends approval with no conditions.

On September 3, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

[Ordinance - Zoning Case 3263](#)

[Zoning Case 3263 - Backup](#)

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. 3263**; A ZONING CHANGE FROM **R-1 TO R-1 SPECIFIC USE FOR GARDEN HOMES**, ON **22.9 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 3**, 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. 3263

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 to R-1 Specific Use for Garden Homes** on **22.9 acres of unplatted land out of Block A, Section 3**, City of Lubbock, Lubbock County, Texas, located at **404 North Guava Avenue, south of East Erskine, east of North Guava**, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the R-1 zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **404 North Guava Avenue, south of East Erskine, east of North Guava**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



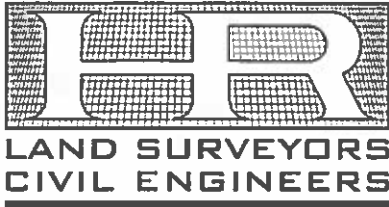
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3263
September 3, 2015



HUGO REED AND ASSOCIATES, INC.

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

METES AND BOUNDS DESCRIPTION of an approximate 22.9 acre tract of land located in Section 3, Block A, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of this tract , same being the Northwest corner of Section 3, Block A, Lubbock County, Texas;

THENCE S. 88°29'24" E., along the North line of said Section 3, an approximate distance of 394.2 feet to a point in the West right-of-way line of Northeast Loop 289 for the Northeast corner of this tract;

THENCE S. 42°19'42" E., along said West right-of-way line, an approximate distance of 1145.1 feet to a point in the centerline of a 20 foot alley for the most Easterly Southeast corner of this tract;

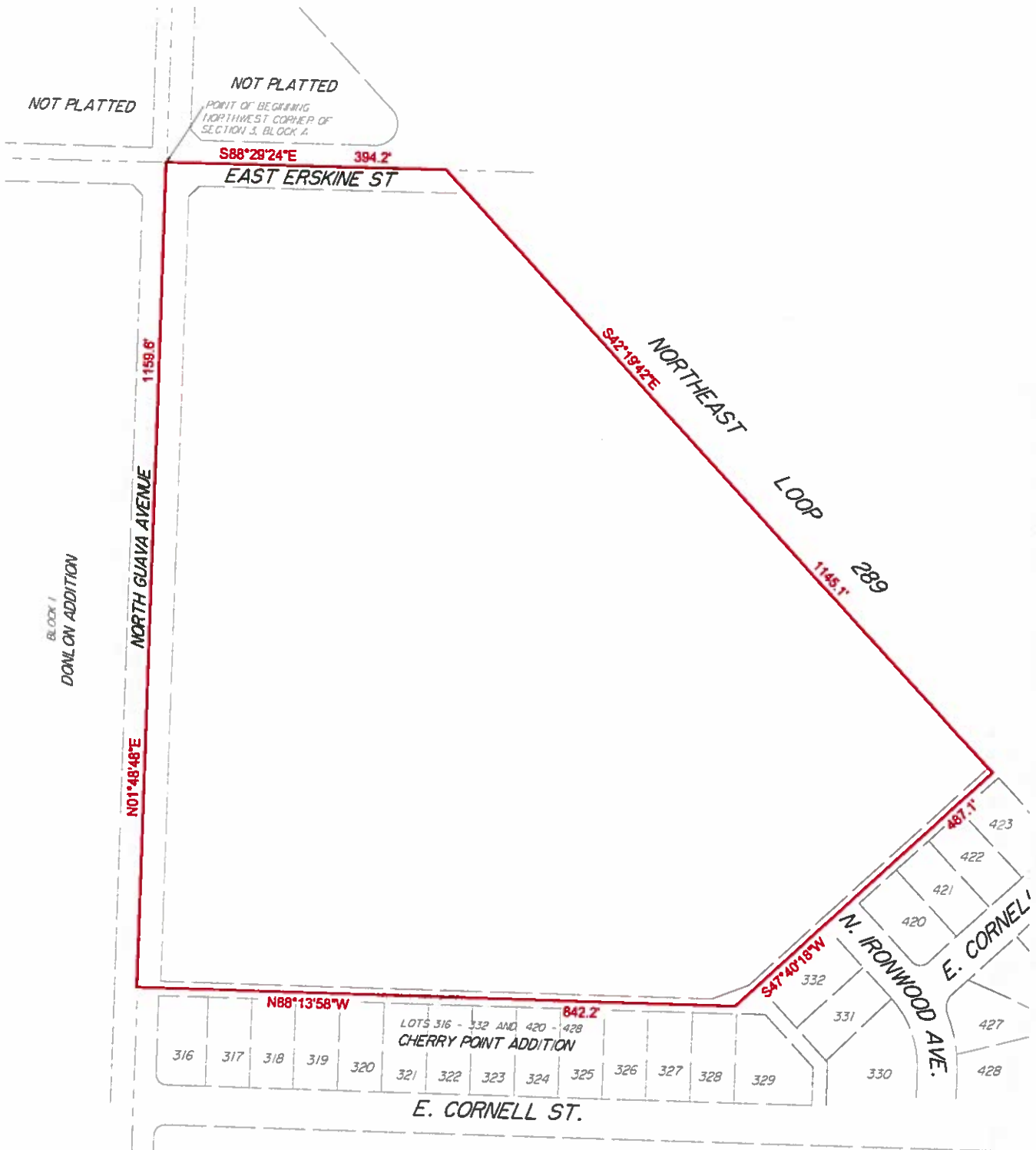
THENCE S. 47°40'18" W., along the centerline of said 20 foot alley, an approximate distance of 487.1 feet to a point for the most Southerly Southeast corner of this tract;

THENCE N. 88°13'58" W., continuing along said centerline, an approximate distance of 842.2 feet to a point in the West line of said Section 3 for the Southwest corner of this tract;

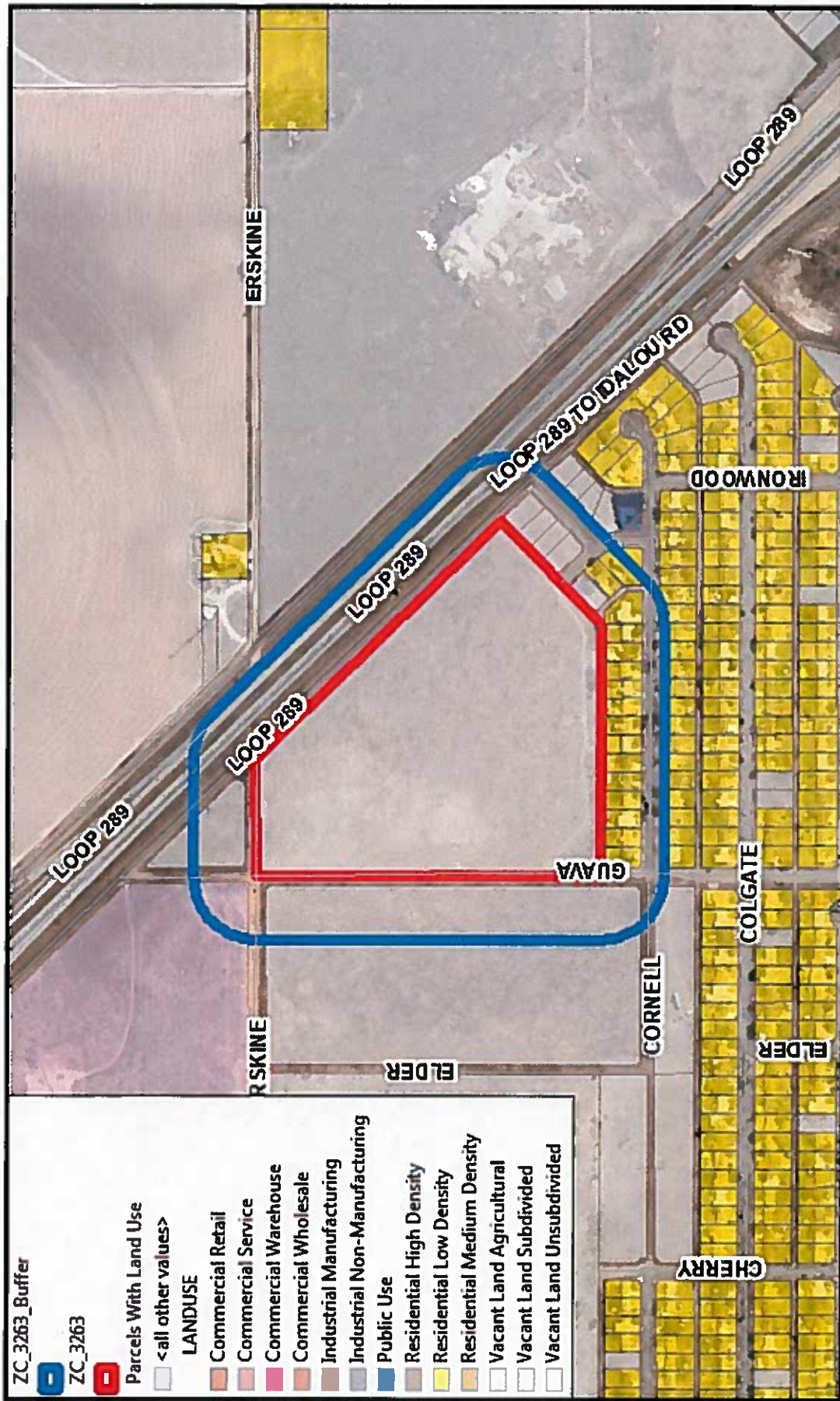
THENCE N. 01°48'48" E., along the West line of said Section 3, an approximate distance of 1159.6 feet to the Point of Beginning.

Contains: Approximately 22.9 acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

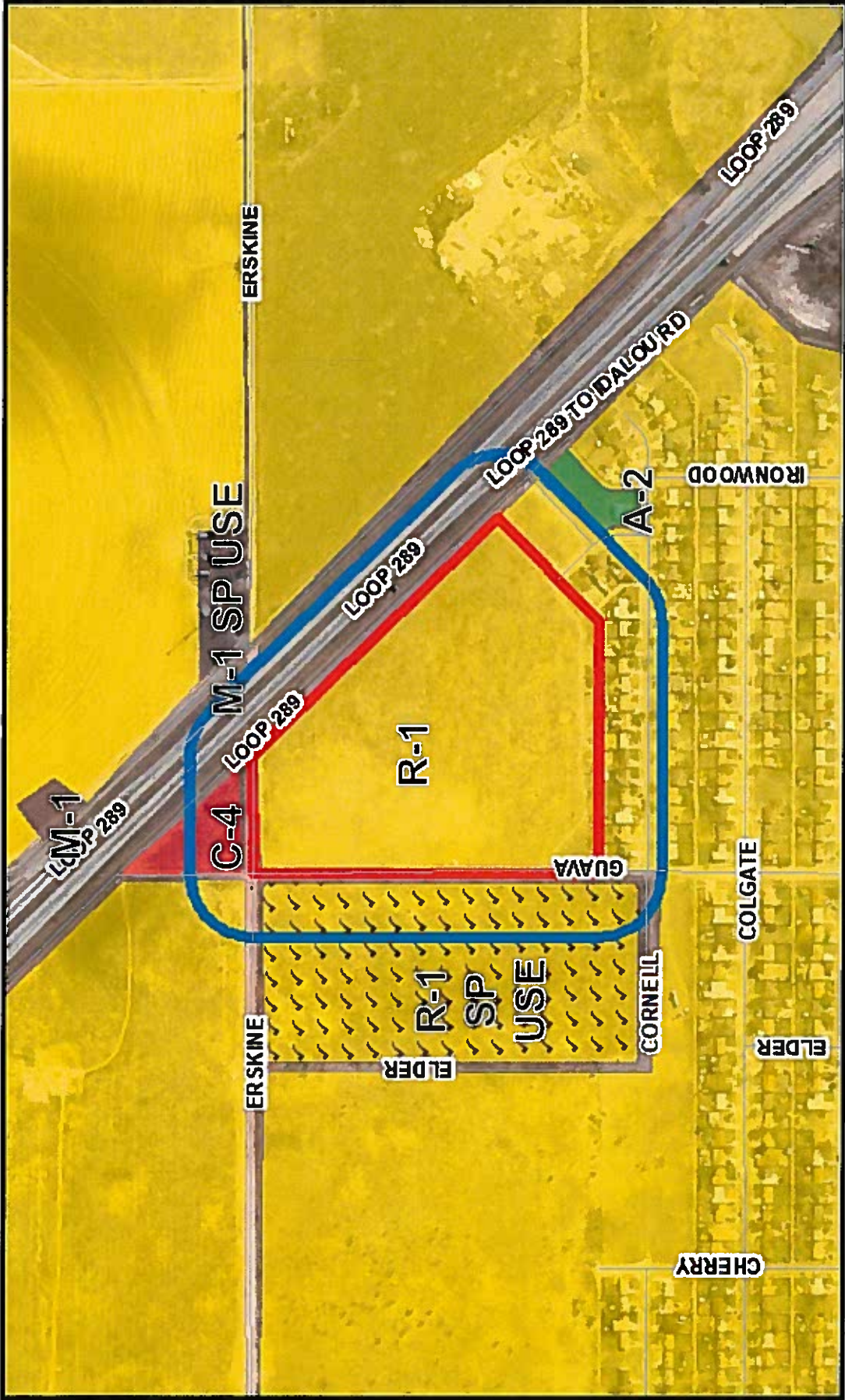


Scale: 1" = 200'



P.Z.C. Case 3263

Continued request of Hugo Reed and Associates, Inc. (for Lubbock Habitat for Humanity) for a zoning change from R-1 to R-1 Specific Use for Garden Homes, 404 North Guava Avenue, South of East Erskine, East of North Guava



P.Z.C. Case 3263 Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For Lubbock Habitat for Humanity
2910 Avenue N
Street/Post Office Box
Lubbock, Texas 79411
City State Zip
806-763-4663
Telephone

Location or Address: East Erskine Street and North Guava Avenue

Legal Description: See metes and bounds description attached

Existing Land Use: Vacant Existing Zoning: R-1

Acreage or Square Footage of Property: 22.9 acres

Zoning Requested: R-1 Specific Use for Garden Homes

Proposed Development: Talkington Habitat Addition

If property is not subdivided, will preliminary plat be submitted? Yes [X] No

Terry Holman
Applicant's Signature

July 14, 2015
Date

Filing Fee: \$541 (Habitat #2025)
(\$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 mts map 14

Zone Case No.: 3263

Agenda No.:

Request for zoning change from: R-1

To: R-1 SP. USE

for garden homes

22.9 acres of unplatted land out of block A - Section 3

on Lot(s):

Block(s):

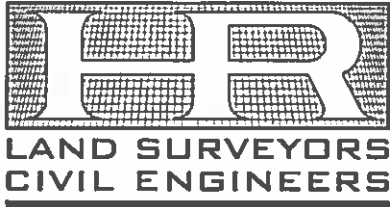
Subdivision:

Address: 404 N Guava Ave

South of East Erskine east of North Guava 223 VS



Scale: 1" = 200'



HUGO REED AND ASSOCIATES, INC.

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

METES AND BOUNDS DESCRIPTION of an approximate 22.9 acre tract of land located in Section 3, Block A, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of this tract , same being the Northwest corner of Section 3, Block A, Lubbock County, Texas;

THENCE S. 88°29'24" E., along the North line of said Section 3, an approximate distance of 394.2 feet to a point in the West right-of-way line of Northeast Loop 289 for the Northeast corner of this tract;

THENCE S. 42°19'42" E., along said West right-of-way line, an approximate distance of 1145.1 feet to a point in the centerline of a 20 foot alley for the most Easterly Southeast corner of this tract;

THENCE S. 47°40'18" W., along the centerline of said 20 foot alley, an approximate distance of 487.1 feet to a point for the most Southerly Southeast corner of this tract;

THENCE N. 88°13'58" W., continuing along said centerline, an approximate distance of 842.2 feet to a point in the West line of said Section 3 for the Southwest corner of this tract;

THENCE N. 01°48'48" E., along the West line of said Section 3, an approximate distance of 1159.6 feet to the Point of Beginning.

Contains: Approximately 22.9 acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the

zone change requested by: P&Z Case No.: 3263

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
AUG 27 REC'D
PLANNING DEPARTMENT

Print Name Melvin Williams & Blenda
Signature: Melvin Williams & Blenda
Address: 3401 East Cornell
Address of Property Owned: 3401 East Cornell

28 of 30 Zone Case Number: **3263** 11752
WILLIAMS MELVIN JR & BLENDA
3401 E CORNELL ST

LUBBOCK TX 79403-3709

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3263

In Favor of

Opposed

Reasons and/or Comments:

I am always for new development, to me this means improvement, which this area needs

RECEIVED
JUL 30 REC'D
PLANNING DEPARTMENT

Print Name R. J. Galmore

Signature: [Handwritten Signature]

Address: 2814 92nd Lubbock TX 79423

Address of Property Owned: 3408 + 3414 E. Corner, 1724 E Dartmouth

7 of 30 Zone Case Number: 3263 11731

GALMORE, R T
2814 92nd ST

LUBBOCK TX 79423



Regular City Council Meeting

5. 2.

Meeting Date: 09/24/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3048-I, a request of McCanton Woods LTD for a zoning change from R-2, A-2, and R-1 Specific Use to A-3 Specific Use for student housing on Tract 20, Overton Park Addition, 1901 7th Street, and consider an ordinance.

Item Summary

General comments:

The property is currently zoned R-2, A-2, and R-1 Specific Use. The request is for A-3 Specific Use for a four story apartment complex with reduced setbacks. This design is consistent with the North Overton Park redevelopment.

Adjacent land uses:

To the north and east of this parcel is commercial property, Walmart Supercenter and a small retail strip center. To the south, across Glenna Goodacre Boulevard, is The Cottages apartment complex. Ramirez Charter School is directly to the west of the site, across Avenue T.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the amended North Overton CLUP.

Zoning Policy:

The request for A-3 Specific Use for reduced setbacks is consistent with the City zoning policies and consistent with the adjacent development.

Effect on the adjacent street and thoroughfare system:

There should be limited additional impact on the thoroughfare system. The site will have close access to Marsha Sharp Freeway by way of Avenue T as well as access to Avenue Q from Glenna Goodacre Boulevard.

Recommendations:

1. That the case be tied to the proposed site plan and elevations.

On September 3, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:

1. That the case be tied to the proposed site plan and elevations.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Ordinance - Zoning 3048

Zoning Case 3048 - Backup

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. 3048-I**; A ZONING CHANGE FROM **R-2, A-2 AND R-1 SPECIFIC USE TO A-3 SPECIFIC USE FOR STUDENT HOUSING**, ON **TRACT 20, OVERTON PARK ADDITION**, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3048-I

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-2, A-2 and R-1 Specific Use to A-3 Specific Use for student housing on Tract 20, Overton Park Addition**, City of Lubbock, Lubbock County, Texas, located at **1901 7th Street**, subject to conditions:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the zone change be tied to the proposed site plan and elevations.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-2, A-2 and R-1 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **1901 7th Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



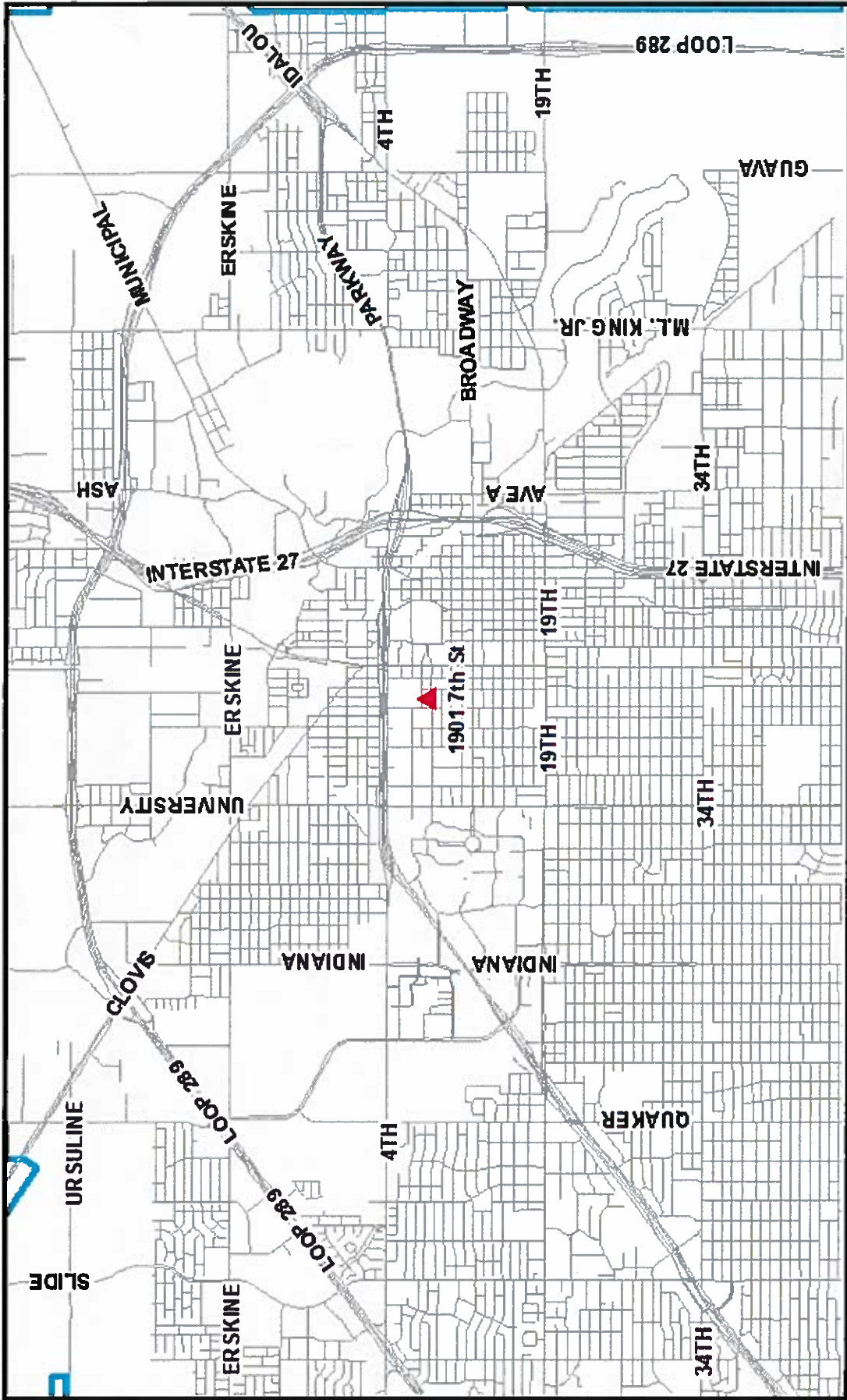
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

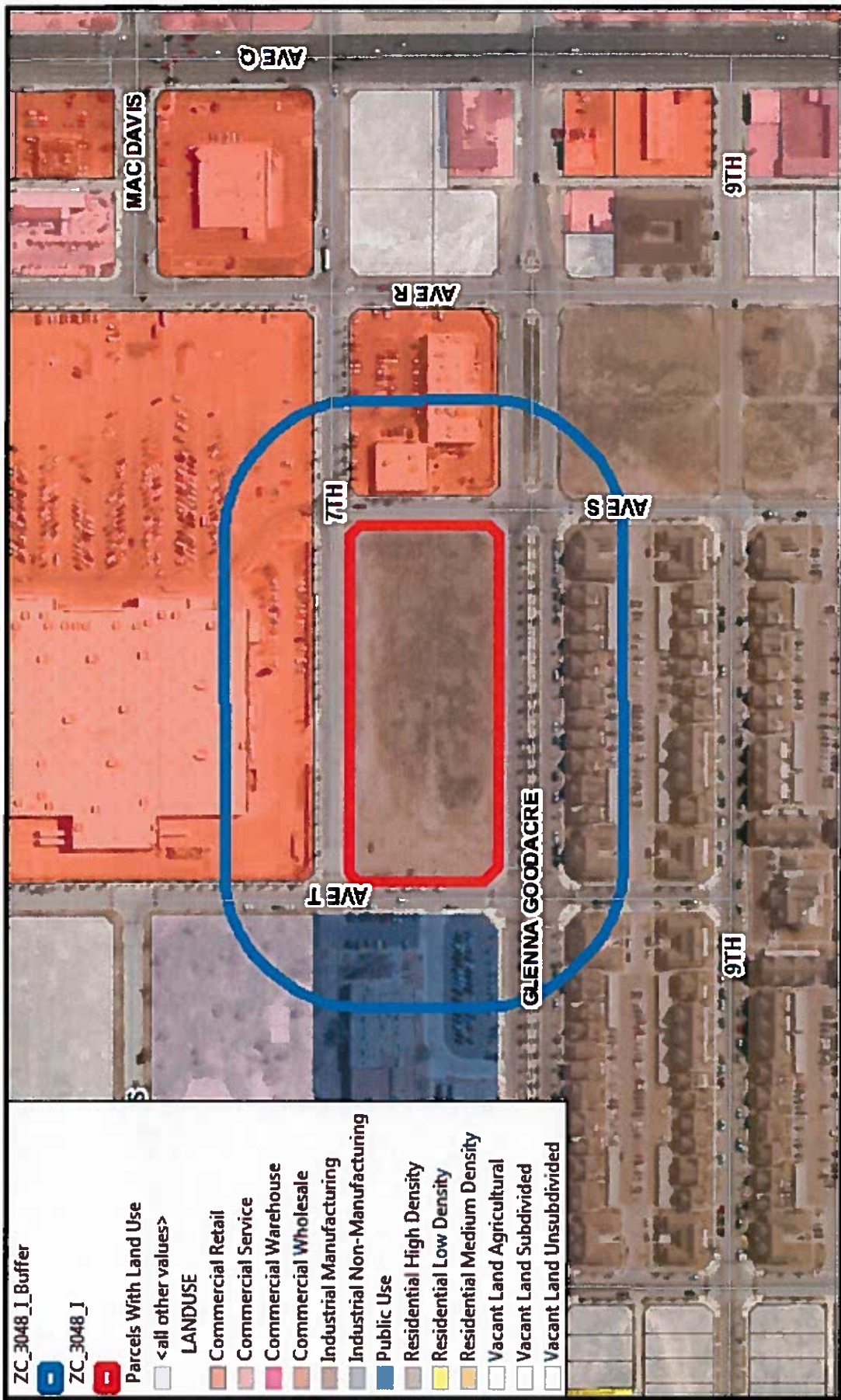


Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3048-1
September 3, 2015

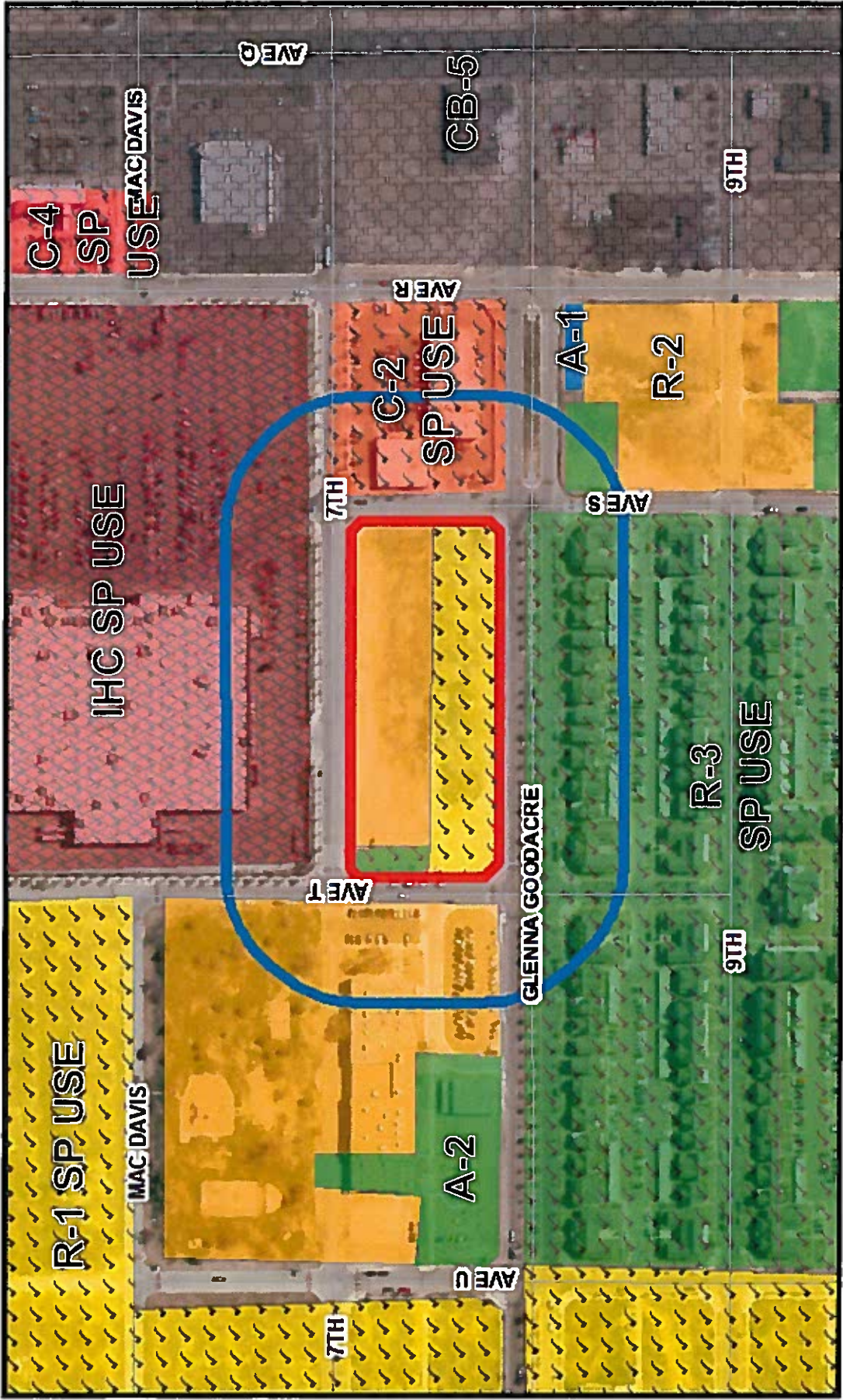


P.Z.C. Case 3048-I



P.Z.C. Case 3048-I

Request of McCanton Woods LTD for a zoning change from R-2, A-2, and R-1 Specific Use to A-3 Specific Use for student housing, 1901 7th Street



P.Z.C. Case 3048-I Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print)

McCANTON Woods LTD

For

McCANTON Woods

5001 W. Loop 289

5001 W. Loop 289

Street Post Office Box

Street Post Office Box

Lubbock TX 79414

Lubbock TX 79414

City State Zip

City State Zip

(806) 796-4663

(806) 796-4663

Telephone

Telephone

Location or Address:

1901 7th

Legal Description:*

TRACT 20 Overton Park

Existing Land Use:

VACANT

Existing Zoning:

Spec Use

Acreage or Square Footage of Property:

148,365 sq ft

Zoning Requested:

A-3 Spec Use

Proposed Development:

Student Housing

If property is not subdivided, will preliminary plat be submitted?

Yes

No

Applicant's Signature

Date

7/17/15

Filing Fee:

\$484.00

(\$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

AN: 89711

map 1

Zone Case No.:

3048-1

Agenda No.:

Request for zoning change from:

R-2, A-2 R-1 SP USE

To:

A-3 SP USE

Student Housing

on Lot(s):

Tract 20

Block(s):

Subdivision:

Overton Park

Address:

1901 7th St



Regular City Council Meeting

5. 3.

Meeting Date: 09/24/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3264, a request of Wooden Law Firm, P.C., for Verizon Wireless, for a zoning change from T to T Specific Use for a telecommunications tower on 3.5 acres of unplatted land out of Block AK, Section 35, 6628 66th Street, and consider an ordinance.

Item Summary

General comments:

The request is to install a 100 foot telecommunications tower north of 66th Street and west of Norwich Avenue and south of Spur 327.

Adjacent land uses:

N: T, Transitional Land, Nursery Scarborough

S: C-2, Firestation

E: IHC, Atmos Energy Building

W: T, Grandfathered use, existing shop unknown use

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP. Based on a case by case scenarios, cell towers/telecommunication towers are allowed in any zoning district at the discretion of the Planning Commission/City Council through a Specific Use Zone case.

Zoning Policy:

The Zoning Ordinance states "...antennas may be permitted in any zoning district provided that the proponent of such use has incorporated the minimum requirements..." and has been approved by the Planning and Zoning Commission (P&Z). It is up to the proponent to provide the necessary data showing the necessity for a new tower, rather than co-locating on an existing one. Based on our inventory maps, and the information provided by the proponent, proposed location is about 3000 feet away from the nearest tower.

Effect on the adjacent street and thoroughfare system:

The tower will be designed in a way that it will not be visually obstructive to traffic in the vicinity. The tower and structure will be located a minimum of 100 feet from any residential structure.

Recommendations:

1. Monopole construction having a maximum height of 100 feet, tied to the elevation and site plan.

On September 3, 2015, the P&Z recommended the request with a unanimous vote, with the following conditions:

1. Monopole construction having a maximum height of 100 feet, tied to the elevation and site plan.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zoning Case 3264

Zoning Case 3264 - Backup

Cell Tower Map - 6628 66th St

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. 3264**; A ZONING CHANGE FROM T TO T **SPECIFIC USE FOR A TELECOMMUNICATIONS TOWER, ON 3.5 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 35, LUBBOCK, TEXAS**; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3264

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to T **Specific Use for a telecommunications tower on 3.5 acres of unplatted land out of Block AK, Section 35, City of Lubbock, Lubbock County, Texas, located at 6628 66th Street**, subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT monopole structure shall have a maximum height of 100 feet; and**
2. **THAT the zone change shall be tied to the elevation and site plan.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the T zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **6628 66th Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



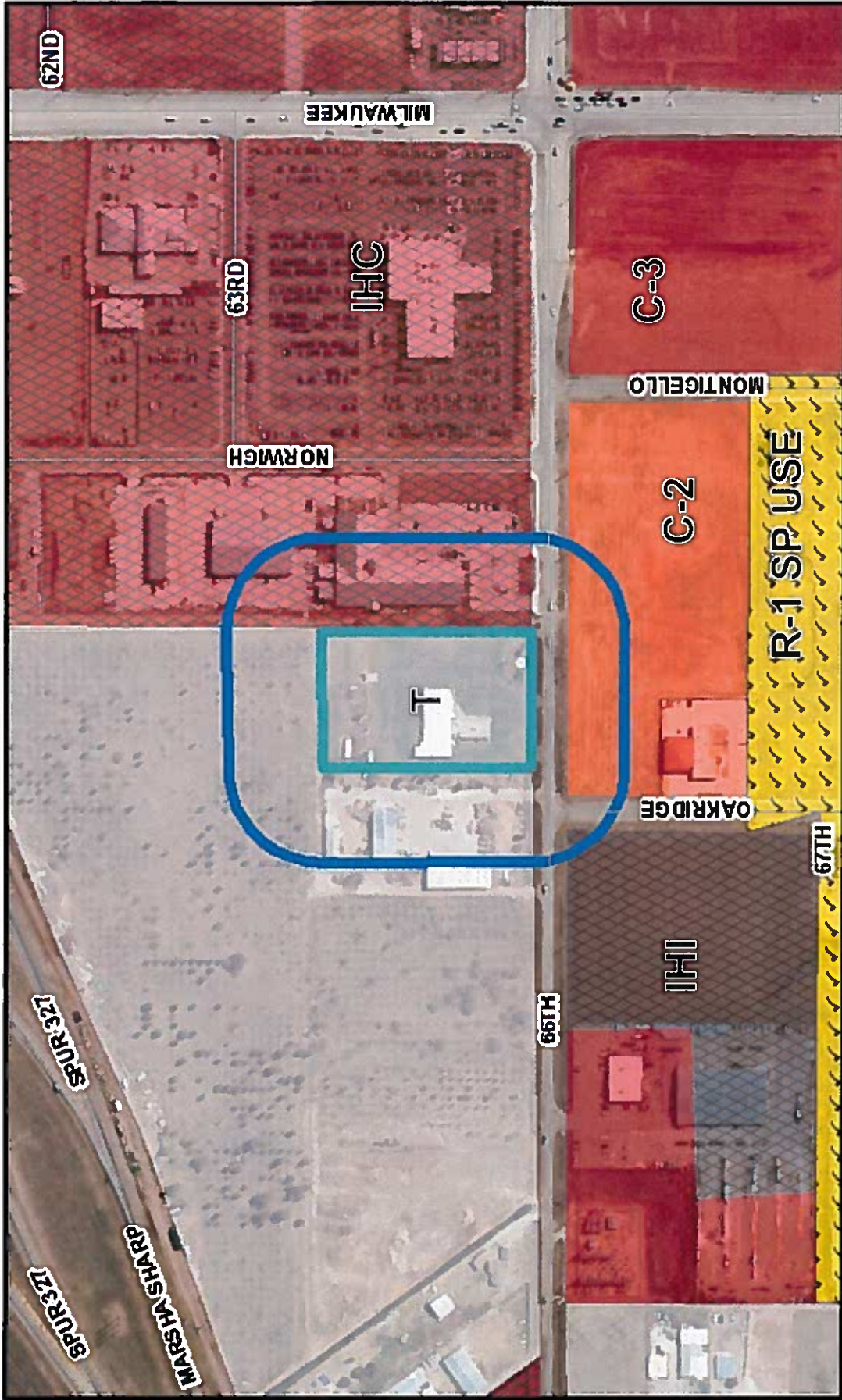
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

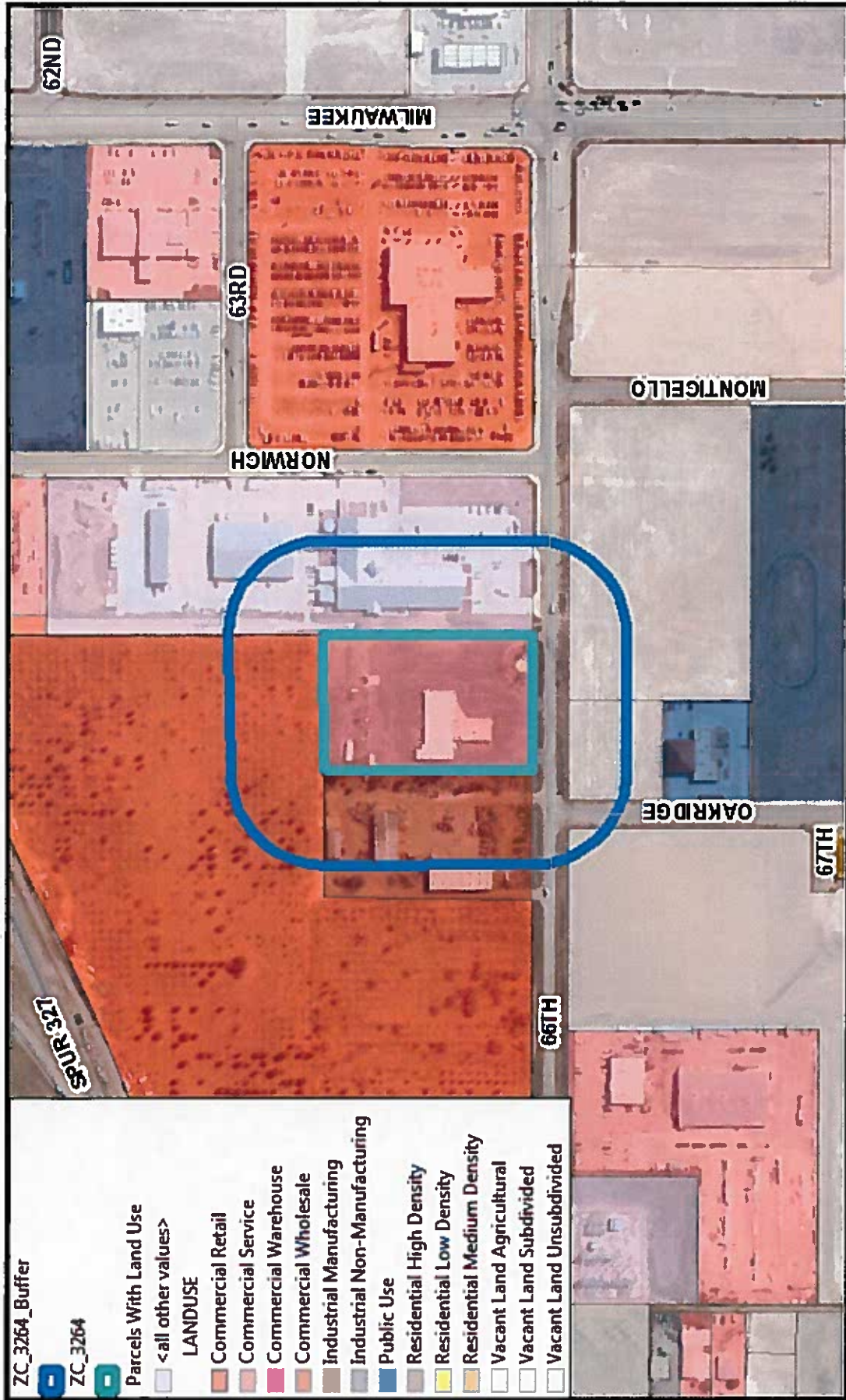


Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3264
September 3, 2015



P.Z.C. Case 3264 Zoning



P.Z.C. Case 3264

Request of Wooden Law Firm, P.C. (for Verizon Wireless) for a zoning change from T to T Specific Use for a telecommunications tower, 6628 66th Street



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Wooden Law Firm, P.C. By Tracy Wooden

For Verizon Wireless

730 Cherry Street, Suite B
Street/Post Office Box
Chattanooga TN 37402
City State Zip
(423)756-9972
Telephone

5804 Tri-County Parkway
Street/Post Office Box
Schertz TX 78154
City State Zip
(210)834-1664
Telephone

Location or Address: 6628 66th Street. Lubbock, Texas 79424

Legal Description: BLK AK SEC 35 AB 230 TR 7F LOWERY SUB AC: 3.5

Existing Land Use: American Legion-Charitable Organization Existing Zoning: T: Transitional

Acreage or Square Footage of Property: .083 Acres or 3,000 square feet

Zoning Requested: T: Transition Specific Use to allow Verizon Wireless to construct a wireless communications facility on open space on property owned by the American Legion.

Proposed Development: Wireless Communications Facility-90' Monopole and related equipment in a 3,000 square foot lease area or .083 acres.

If property is not subdivided, will preliminary plat be submitted? Yes No NO

BY: Tracy C. Wooden
Applicant's Signature

Date 8-10-15

Filing Fee: \$475.00
(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only PIN: 75299 m+B map 94

Zone Case No.: 3264

Agenda No.:

Request for zoning change from: T

To: T Sp. Use

for a telecommunications tower

3.5 acres of unplatted land out of block AK section 35

on Lot(s):

Block(s):

Subdivision:

Address: 6628 66th St

KS/KC

WOODEN LAW FIRM, P.C.

Attorneys and Counselors at Law
730 Cherry Street, Suite B
Chattanooga, Tennessee 37402

Tracy C. Wooden

Also Licensed in Georgia
Also Licensed in Alabama
Also Licensed in Arkansas
Also Licensed in Oklahoma
Also Licensed in Texas

July 27, 2015

Telephone (423)756-9972
Facsimile (423)756-9943
tracywooden@woodenlaw.com

Mr. Nathan Webb
Senior GIS/CAD Technician
City of Lubbock
1625 13th St.
Lubbock, TX 79457
P: 806.775.2096

VIA FedEx

In re: Application for Administrative Review for a Cellular Tower/Verizon Wireless Site Name: TXLU-Spur 327
Wooden Law Firm, P.C. o/b/o Verizon Wireless

Dear Mr. Webb:

Please accept this letter as a formal request and application for an Administrative Review pursuant to Code Sec. 40.002.002(h) (hereinafter referred to as "Application"). This Application requests review and approval for a new tower. In connection with the aforementioned Verizon Wireless new tower build located at 6628 66th Street, Lubbock, Texas 79424, please find the following enclosed documents which make up the Application:


1. Check in the amount of \$475.00, made payable to the City of Lubbock, TX;
2. Copy of Ordinance Sec. 40.002.002(h)-Regulating Admin Review for Towers;
3. Inventory of Existing WCF Sites;
4. Aerial Map of VzW WCF Sites;
5. RF Location Statement;
6. RF Affidavit;
7. FAA Report;
8. Three (3) copies of the Survey; and,
9. Three (3) copies of the Site Plans.

Please review the enclosed materials and, at your earliest convenience, inform us of any other documents or information that may be needed for the approval of the Application. We will be happy to provide any additional information that is needed upon your request.

Sincerely yours,


Tracy C. Wooden
For the Firm

TCW/amm
Enclosures



verizon wireless

SITE NAME
TXLU SPUR327
(285037)

SITE ADDRESS
6716 66TH STREET
LUBBOCK, LUBBOCK COUNTY, TEXAS 79424

PROJECT DATA

<p>PROJECT INFORMATION: CITY OF LUBBOCK JURISDICTION: VERIZON WIRELESS LANDOWNER: VERIZON WIRELESS CONSTRUCTION TYPE: UNMANNED TELECOMMUNICATIONS LATITUDE: 32° 23' 07.859" N LONGITUDE: 101° 07' 41.158" W</p>	<p>APPLICANT: VERIZON WIRELESS 1000 BECKETT SAN ANTONIO, TEXAS 78131 CONTACT: SCOTT SCAMBOROUGH PHONE: (512) 651-1864</p> <p>LANDLORD: ZEPHER TREE FARMS INC. 1000 BECKETT LUBBOCK, TX 79419 CONTACT: SCOTT SCAMBOROUGH PHONE: (806) 799-3677</p>
--	---

PROJECT PARTICIPANTS

<p>ARCHITECTS / ENGINEERS ARCHITECTS, L.L.C. 1000 BECKETT SAN ANTONIO, TEXAS 78131 PHONE: (210) 308-8965 FAX: (210) 308-8965</p>	<p>ELECTRICAL ENGINEER H&B SURVEYING, INC. 8120 N. LOOP W. SUITE 200 EL PASO, TX 79907 PHONE: (959) 797-3289</p>
<p>CONSTRUCTION MANAGER TRACT SERVICES (941) 271-3214</p>	<p>SURVEYOR H&B SURVEYING, INC. 8120 N. LOOP W. SUITE 200 EL PASO, TX 79907 PHONE: (959) 797-3289</p>

UTILITIES

<p>ELECTRIC COMPANY LPSL</p>	<p>TELEPHONE COMPANY AT&T</p>
---	--


DRIVING INSTRUCTIONS

FROM I-27 & SR-289 LOOP (LUBBOCK, TX) TRAVEL WEST ON SR-289 LOOP TO SPUR 327. TURN LEFT AND CONTINUE TO BELWADDER AVE. TURN LEFT AND CONTINUE TO 64TH ST. TURN RIGHT AND FOLLOW TO SITE ON RIGHT SIDE OF ROAD.

SCOPE OF WORK

THIS IS AN APPLICATION TO DEVELOP AN UNMANNED WIRELESS FACILITY CONSISTING OF COMMUNICATION EQUIPMENT, CONNECTING CABLES, DIRECTIONAL ANTENNAS AND GPS. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNAS SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS. THE WIRELESS ANTENNAS WILL PROVIDE COVERAGE TO THE COMMUNITY WITHIN THE EFFECTIVE OPERATIONAL AREA. THESE INTERCONNECTS WILL ALLOW FOR AN INDEPENDENT COMMUNICATION NETWORK THAT CAN CONTRIBUTE TO THE COMMUNITY'S SAFETY AND WELFARE IN THE EVENT OF A NATURAL DISASTER. THESE FACILITIES WILL ENHANCE THE GENERAL HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SURROUNDING AREA BY PROVIDING RELIABLE WIRELESS COMMUNICATIONS AT THIS LOCATION.

VICINITY MAP
NOT TO SCALE



TEAM SIGNOFF

Site Acquisition	_____
Const Supervisor	_____
RF Engineering	_____
Equipment	_____
Telco	_____
Const Manager	_____

DRIVING INSTRUCTIONS

FROM I-27 & SR-289 LOOP (LUBBOCK, TX) TRAVEL WEST ON SR-289 LOOP TO SPUR 327. TURN LEFT AND CONTINUE TO BELWADDER AVE. TURN LEFT AND CONTINUE TO 64TH ST. TURN RIGHT AND FOLLOW TO SITE ON RIGHT SIDE OF ROAD.

PROJECT PARTICIPANTS

<p>ARCHITECTS / ENGINEERS ARCHITECTS, L.L.C. 1000 BECKETT SAN ANTONIO, TEXAS 78131 PHONE: (210) 308-8965 FAX: (210) 308-8965</p>	<p>ELECTRICAL ENGINEER H&B SURVEYING, INC. 8120 N. LOOP W. SUITE 200 EL PASO, TX 79907 PHONE: (959) 797-3289</p>
<p>CONSTRUCTION MANAGER TRACT SERVICES (941) 271-3214</p>	<p>SURVEYOR H&B SURVEYING, INC. 8120 N. LOOP W. SUITE 200 EL PASO, TX 79907 PHONE: (959) 797-3289</p>

UTILITIES

<p>ELECTRIC COMPANY LPSL</p>	<p>TELEPHONE COMPANY AT&T</p>
---	--


DRIVING INSTRUCTIONS

FROM I-27 & SR-289 LOOP (LUBBOCK, TX) TRAVEL WEST ON SR-289 LOOP TO SPUR 327. TURN LEFT AND CONTINUE TO BELWADDER AVE. TURN LEFT AND CONTINUE TO 64TH ST. TURN RIGHT AND FOLLOW TO SITE ON RIGHT SIDE OF ROAD.

SCOPE OF WORK

THIS IS AN APPLICATION TO DEVELOP AN UNMANNED WIRELESS FACILITY CONSISTING OF COMMUNICATION EQUIPMENT, CONNECTING CABLES, DIRECTIONAL ANTENNAS AND GPS. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNAS SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS. THE WIRELESS ANTENNAS WILL PROVIDE COVERAGE TO THE COMMUNITY WITHIN THE EFFECTIVE OPERATIONAL AREA. THESE INTERCONNECTS WILL ALLOW FOR AN INDEPENDENT COMMUNICATION NETWORK THAT CAN CONTRIBUTE TO THE COMMUNITY'S SAFETY AND WELFARE IN THE EVENT OF A NATURAL DISASTER. THESE FACILITIES WILL ENHANCE THE GENERAL HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SURROUNDING AREA BY PROVIDING RELIABLE WIRELESS COMMUNICATIONS AT THIS LOCATION.

VICINITY MAP
NOT TO SCALE



TEAM SIGNOFF

Site Acquisition	_____
Const Supervisor	_____
RF Engineering	_____
Equipment	_____
Telco	_____
Const Manager	_____

DRIVING INSTRUCTIONS

FROM I-27 & SR-289 LOOP (LUBBOCK, TX) TRAVEL WEST ON SR-289 LOOP TO SPUR 327. TURN LEFT AND CONTINUE TO BELWADDER AVE. TURN LEFT AND CONTINUE TO 64TH ST. TURN RIGHT AND FOLLOW TO SITE ON RIGHT SIDE OF ROAD.

PROJECT PARTICIPANTS

<p>ARCHITECTS / ENGINEERS ARCHITECTS, L.L.C. 1000 BECKETT SAN ANTONIO, TEXAS 78131 PHONE: (210) 308-8965 FAX: (210) 308-8965</p>	<p>ELECTRICAL ENGINEER H&B SURVEYING, INC. 8120 N. LOOP W. SUITE 200 EL PASO, TX 79907 PHONE: (959) 797-3289</p>
<p>CONSTRUCTION MANAGER TRACT SERVICES (941) 271-3214</p>	<p>SURVEYOR H&B SURVEYING, INC. 8120 N. LOOP W. SUITE 200 EL PASO, TX 79907 PHONE: (959) 797-3289</p>

UTILITIES


<p>ELECTRIC COMPANY LPSL</p>	<p>TELEPHONE COMPANY AT&T</p>
---	--

DRIVING INSTRUCTIONS

FROM I-27 & SR-289 LOOP (LUBBOCK, TX) TRAVEL WEST ON SR-289 LOOP TO SPUR 327. TURN LEFT AND CONTINUE TO BELWADDER AVE. TURN LEFT AND CONTINUE TO 64TH ST. TURN RIGHT AND FOLLOW TO SITE ON RIGHT SIDE OF ROAD.

SCOPE OF WORK

THIS IS AN APPLICATION TO DEVELOP AN UNMANNED WIRELESS FACILITY CONSISTING OF COMMUNICATION EQUIPMENT, CONNECTING CABLES, DIRECTIONAL ANTENNAS AND GPS. THE SIZE, HEIGHT, AND DIRECTION OF THE ANTENNAS SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS. THE WIRELESS ANTENNAS WILL PROVIDE COVERAGE TO THE COMMUNITY WITHIN THE EFFECTIVE OPERATIONAL AREA. THESE INTERCONNECTS WILL ALLOW FOR AN INDEPENDENT COMMUNICATION NETWORK THAT CAN CONTRIBUTE TO THE COMMUNITY'S SAFETY AND WELFARE IN THE EVENT OF A NATURAL DISASTER. THESE FACILITIES WILL ENHANCE THE GENERAL HEALTH, SAFETY, AND WELFARE OF THE COMMUNITY AND SURROUNDING AREA BY PROVIDING RELIABLE WIRELESS COMMUNICATIONS AT THIS LOCATION.




TXLU SPUR327


6716 66TH STREET
LUBBOCK, LUBBOCK COUNTY, TEXAS 79424
(285037)

APPROVAL SIGNATURES
LANDLORD

LEASING
CONSTRUCTION
07.18.15



EXP. DATE: 06/30/16



ARCHCOMM, LLC
1006 Beckett
San Antonio, Texas 78133
(210) 308-8965
TXPE NO. P-15859

SHEET TITLE
TITLE SHEET

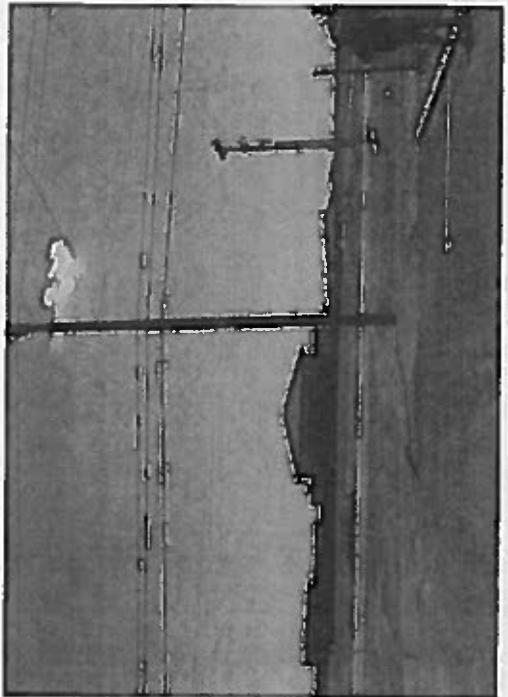
SHEET HISTORY
03.22.14 ISSUE FOR REVIEW
07.14.15 ISSUE FOR CONSTRUCTION

T1

	TXLU SPUR327 *** 6718 84TH STREET LUBBOCK, LUBBOCK COUNTY, TEXAS 79424 (289037)	APPROVAL LOCATIONS LANDLORD LEASING CONSTRUCTION		EXP. DATE 04/28/16  ARCHCOLUMB, LLC 1808 Beckland San Antonio, Texas 78133 TRAC 100-140008	SITE PHOTOGRAPHS 04/22/13 ISSUE FOR REVIEW 07/15/13 ISSUE FOR CONSTRUCTION	P1
	VERIZON WIRELESS 1800 VERIZON 10000 VERIZON DRIVE FORT WORTH, TEXAS 76102	07/14/13	07/14/13	07/14/13	07/14/13	07/14/13



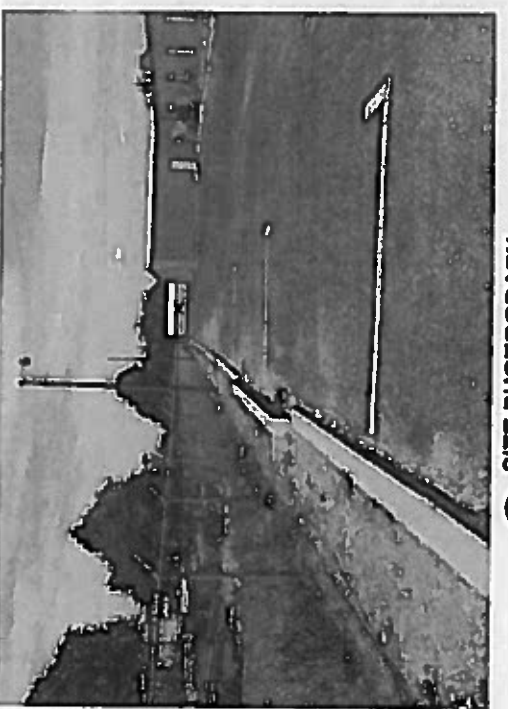
2 SITE PHOTOGRAPH



4 SITE PHOTOGRAPH



1 SITE PHOTOGRAPH



3 SITE PHOTOGRAPH

NOTE: OWNER TO VERIFY ALL LOCATIONS ARE CORRECTLY MARKED

verizon wireless

TXLU SPUR327

6716 66TH STREET
LUBBOCK, LUBBOCK COUNTY, TEXAS 79424
(285037)

APPROVAL SIGNATURES
LANDSCAPE
LEASING
CONSTRUCTION

EXPI. DATE: 04/30/16

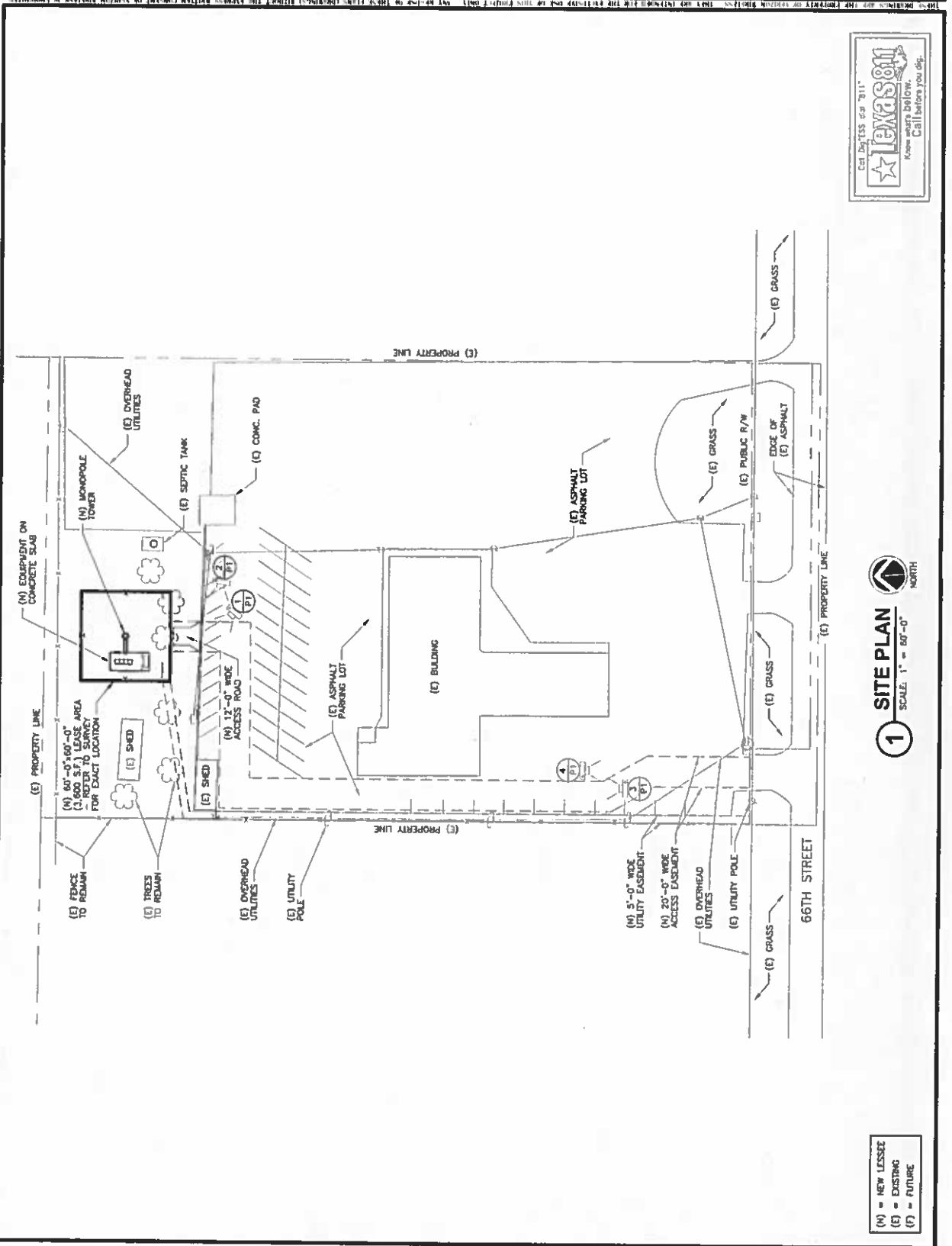
ARCHCOMM, L.L.C.
1006 Beckett
San Antonio, Texas 78213
(214) 308-8905
JIMPE MO. P.16049


SHEET TITLE
SITE PLAN

SHEET HISTORY
REVISIONS
REVISION NUMBER FOR REVIEW
DATE

DATE FOR CONSTRUCTION

A1






TXLU SPUR327

6716 66TH STREET
LUBBOCK, LUBBOCK COUNTY, TEXAS 79424
(285037)

APPROVAL SIGNATURES
LANDLORD
LEASING
CONSTRUCTION



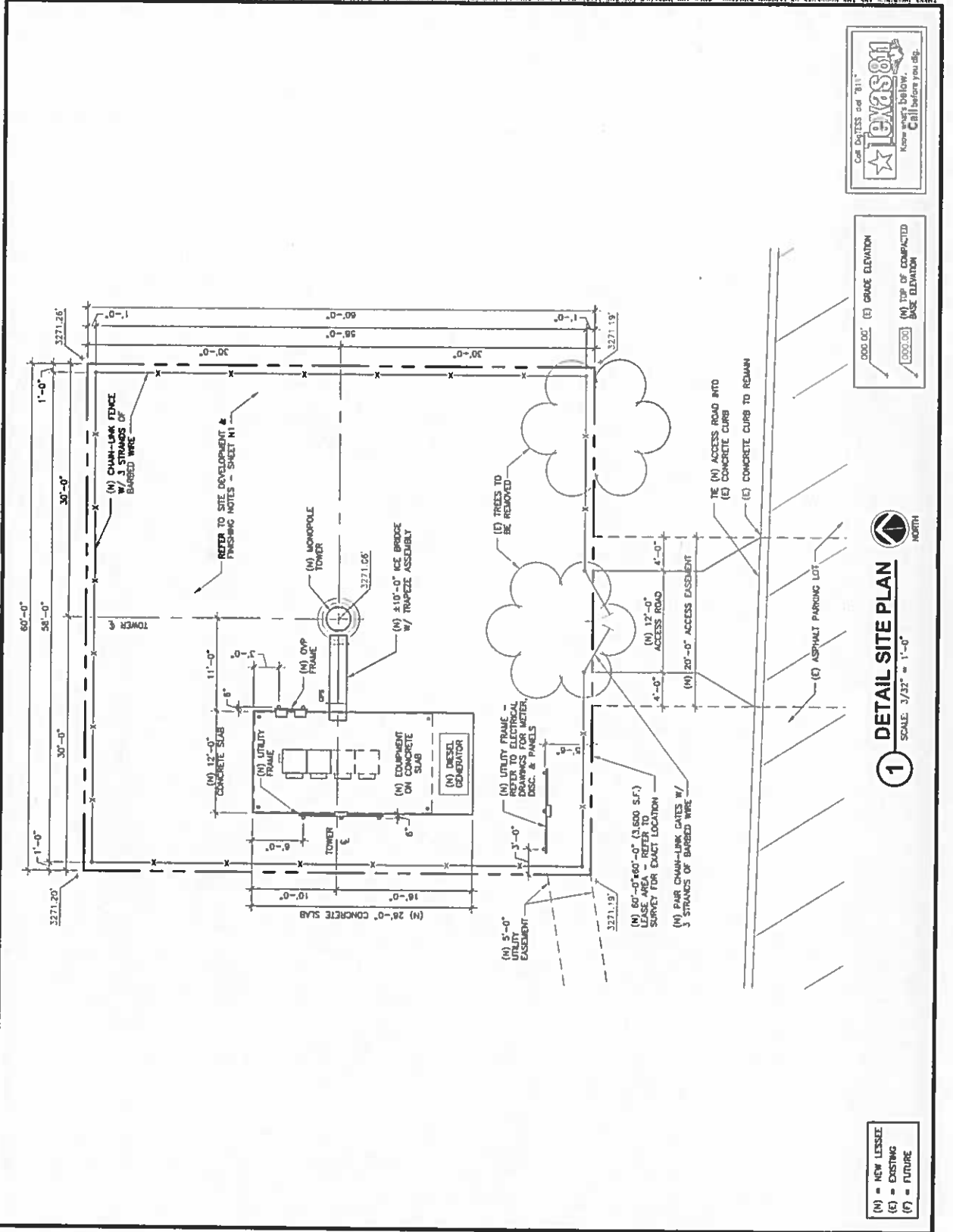
EXP. DATE: 06/30/16

ARCHONM, LLC
1006 Beckler
San Antonio, Texas 78213
(210) 340-9985
TYPE NO. P-15889

SHEET TITLE
DETAIL
SITE PLAN

SHEET HISTORY
04.22.15 ISSUE FOR REVIEW
07.16.15 ISSUE FOR CONSTRUCTION

A1-1



verizon wireless

TXLU SPUR327 ***
 6716 66TH STREET
 LUBBOCK, LUBBOCK COUNTY, TEXAS 79424
 (285037)

APPROVAL SIGNATURES
 LANDLORD
 LEASING
 CONSTRUCTION

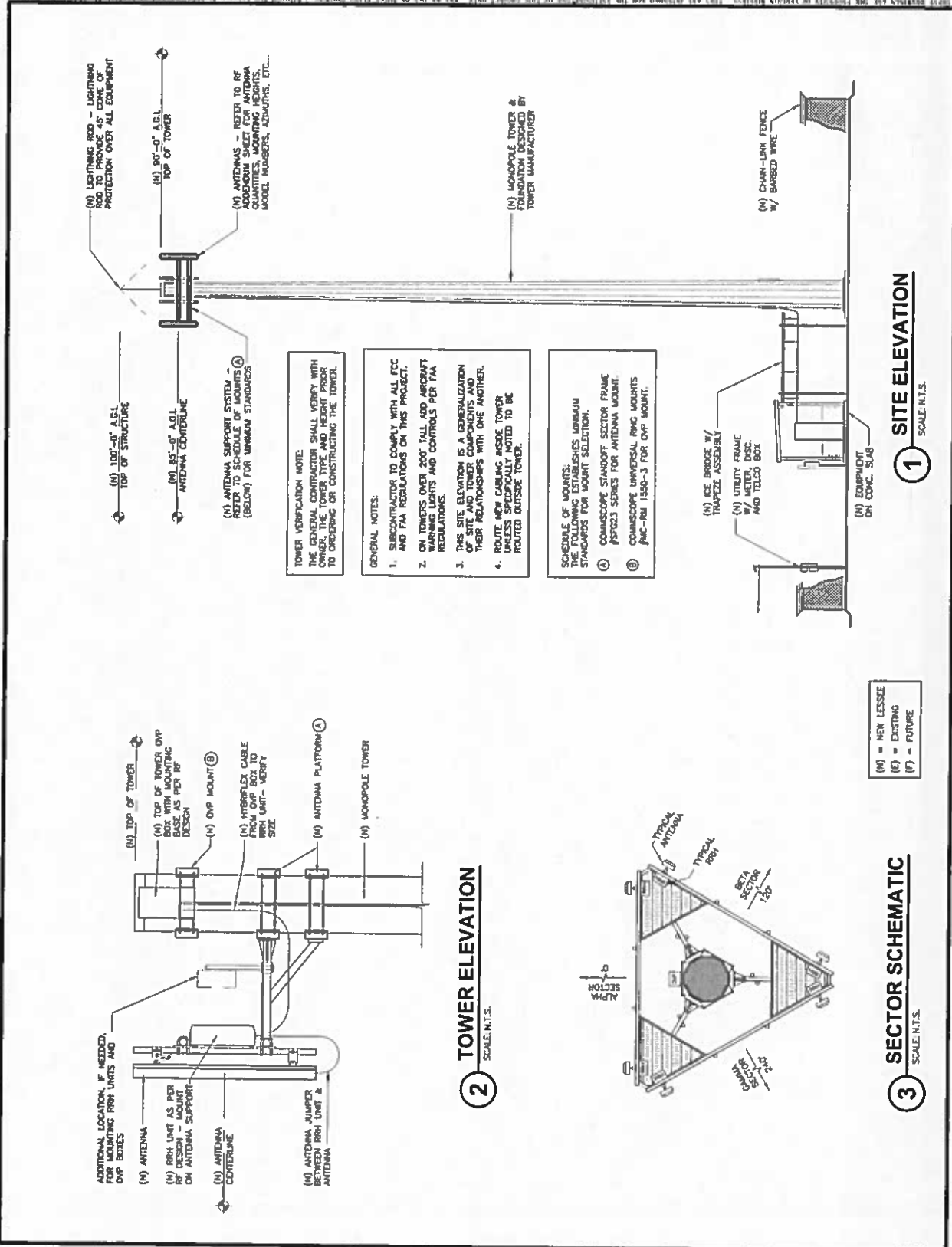
01:16:19

CDP. DATE: 08/30/16

ARCHONIM, L.L.C.
 1006 Beckett
 San Antonio, Texas 78213
 (210) 349-1100
 TSP# NO. F-15439

SITE ELEVATION
 SHEET NUMBER
 04.20.15 ISSUE FOR REVIEW
 07.16.15 ISSUE FOR CONSTRUCTION

A2



TOWER VERIFICATION NOTE:
 THE GENERAL CONTRACTOR SHALL VERIFY WITH OWNER, THE TOWER TYPE AND HEIGHT PRIOR TO ORDERING OR CONSTRUCTING THE TOWER.

- GENERAL NOTES:**
1. SUBCONTRACTOR TO COMPLY WITH ALL FCC AND FAA REGULATIONS ON THIS PROJECT.
 2. ON TOWERS OVER 200' TALL, ADD AIRCRAFT WARNING LIGHTS AND CONTROLS PER FAA REGULATIONS.
 3. THIS SITE ELEVATION IS A GENERALIZATION OF SITE AND TOWER COMPONENTS AND THEIR RELATIONSHIPS WITH ONE ANOTHER.
 4. ROUTE NEW CABLES INSIDE TOWER UNLESS SPECIFICALLY NOTED TO BE ROUTED OUTSIDE TOWER.

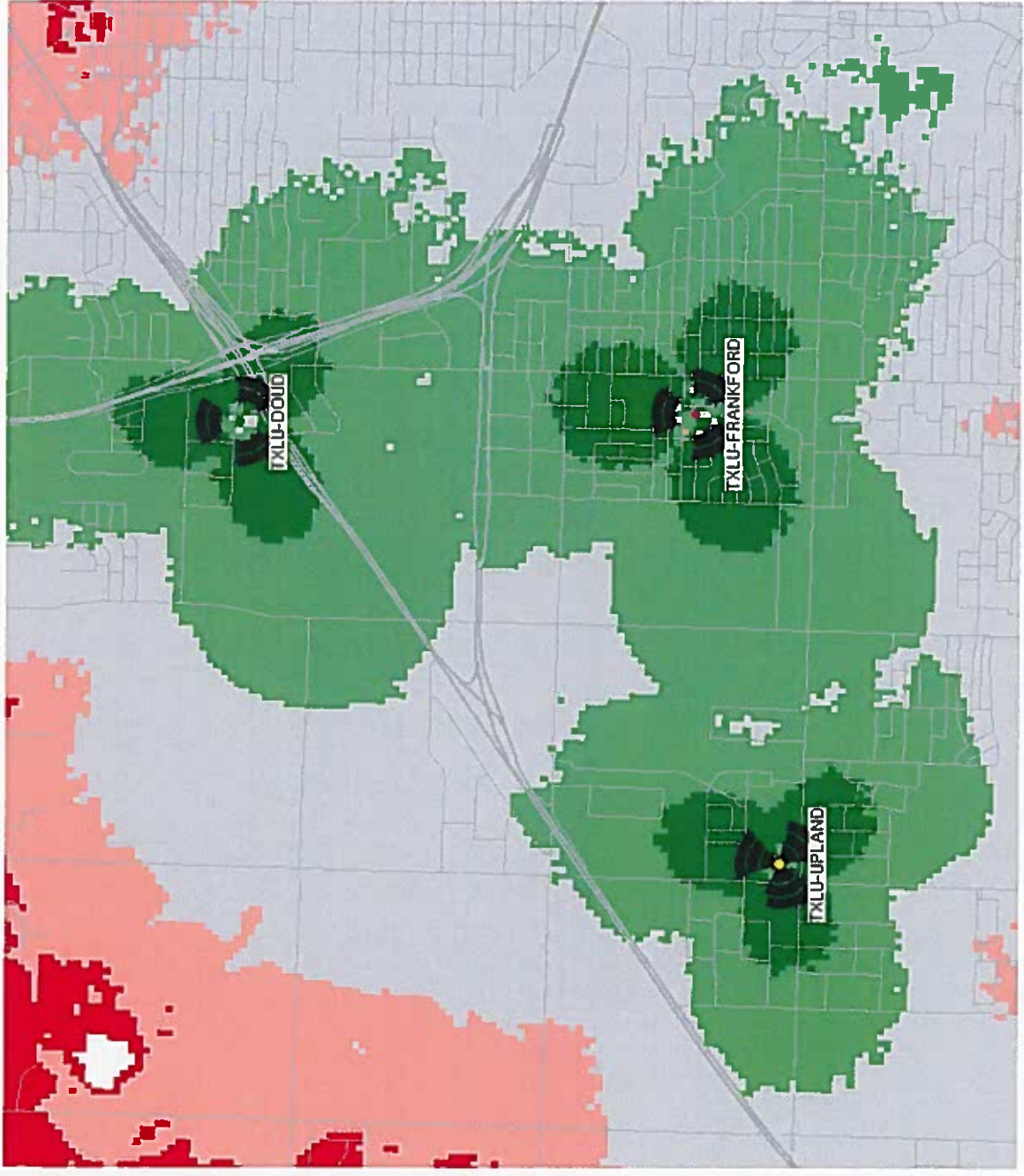
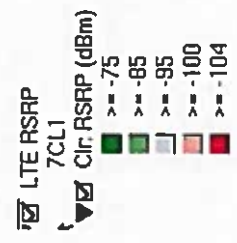
SCHEDULE OF MOUNTS:
 THE FOLLOWING ESTABLISHES MINIMUM STANDARDS FOR MOUNT SELECTION.

- (A) COMPOSITE STANHOFF SECTOR FRAME #SF23 SERIES FOR ANTENNA MOUNT.
- (B) COMPOSITE UNIVERSAL RING MOUNTS #MC-RM 1550-3 FOR DVP MOUNT.

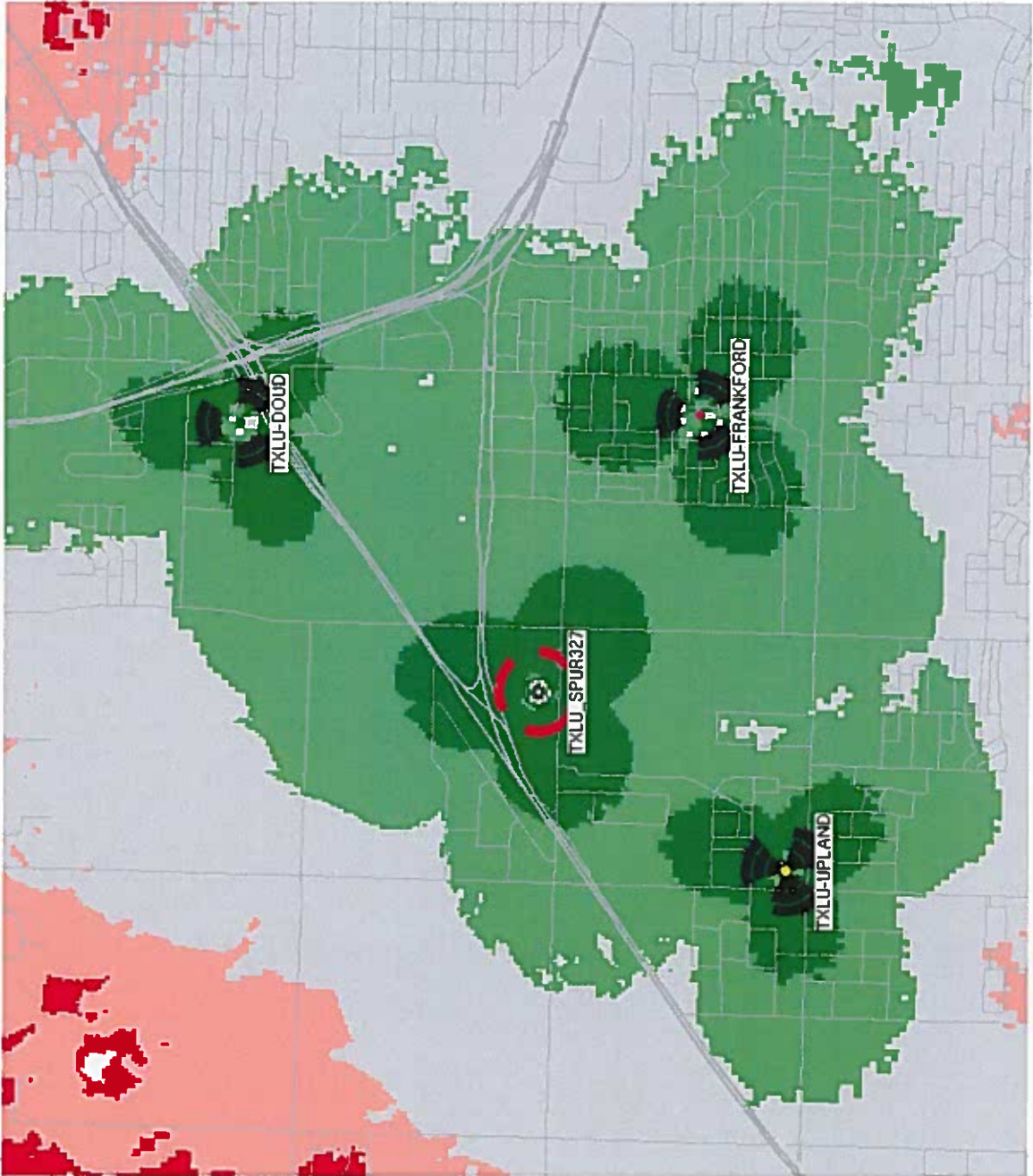
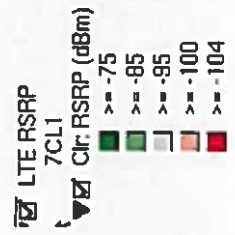
(M) = NEW LESSEE
 (E) = EXISTING
 (F) = FUTURE

TXLU_SPUR327

Green is the better coverage, and from grey to red are weak areas



Green is the better coverage, and from grey to red are weak areas



* Federal Airways & Airspace
*
* Summary Report: New Construction
*
* Antenna Structure
*

Airspace User: Not Identified

File: TXLU_Spur327_REVISED

Location: Wolfforth, TX
Distance: 3.4 Statute Miles
Direction: 236° (true bearing)

Latitude: 33°-32'-07.85" Longitude: 101°-57'-41.15"

SITE ELEVATION AMSL.....3271 ft.
STRUCTURE HEIGHT..... 100 ft.
OVERALL HEIGHT AMSL.....3371 ft.

NOTICE CRITERIA

- FAR 77.9(a): NNR (DNE 200 ft AGL)
- FAR 77.9(b): NNR (DNE Notice Slope)
- FAR 77.9(c): NNR (Not a Traverse Way)
- FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for F82
- FAR 77.9: NNR FAR 77.9 IFR Straight-In Notice Criteria for LBB
- FAR 77.9(d): NNR (Off Airport Construction)

NR = Notice Required
NNR = Notice Not Required
PNR = Possible Notice Required (depends upon actual IFR procedure)

For new construction review Air Navigation Facilities at bottom of this report.

Notice to the FAA is not required at the analyzed location and height for slope, height or Straight-In procedures. Please review the 'Air Navigation' section for notice requirements for offset IFR procedures and EMI.

OBSTRUCTION STANDARDS

- FAR 77.17(a) (1): DNE 499 ft AGL
- FAR 77.17(a) (2): DNE - Airport Surface
- FAR 77.19(a): DNE - Horizontal Surface
- FAR 77.19(b): DNE - Conical Surface
- FAR 77.19(c): DNE - Primary Surface
- FAR 77.19(d): DNE - Approach Surface
- FAR 77.19(e): DNE - Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: F82: LUBBOCK EXECUTIVE AIRPARK

- Type: A RD: 48175.65 RE: 3200
- FAR 77.17(a) (1): DNE
 - FAR 77.17(a) (2): Does Not Apply.
 - VFR Horizontal Surface: DNE
 - VFR Conical Surface: DNE
 - VFR Approach Slope: DNE
 - VFR Transitional Slope: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: LBB: LUBBOCK PRESTON SMITH INTL

- Type: A RD: 58221.92 RE: 3242.5
- FAR 77.17(a) (1): DNE
 - FAR 77.17(a) (2): Does Not Apply.
 - VFR Horizontal Surface: DNE
 - VFR Conical Surface: DNE
 - VFR Approach Slope: DNE
 - VFR Transitional Slope: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

- FAR 77.17(a) (3) Departure Surface Criteria (40:1)
- DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)

- FAR 77.17(a) (4) MOCA Altitude Enroute Criteria
- The Maximum Height Permitted is 4200 ft AMSL

PRIVATE LANDING FACILITIES

ARP FAA	FACIL	BEARING	RANGE	DELTA
ELEVATION IFR	IDENT TYP NAME	To FACIL	IN NM	
+91	74TS HEL ST MARY OF THE PLAINS HOSPIT	52.88	3.81	
	No Impact to Private Landing Facility Structure is beyond notice limit by 18150 feet.			
+71	XA06 HEL MDR 1	199.51	3.92	
	No Impact to Private Landing Facility Structure is beyond notice limit by 18818 feet.			

+146 TS66 HEL LUBBOCK METHODIST HOSPITAL 49.81 4.41

No Impact to Private Landing Facility
Structure is beyond notice limit by 21796 feet.

+128 XA25 HEL LUBBOCK HEART HOSPITAL 29.7 4.7

No Impact to Private Landing Facility
Structure is beyond notice limit by 23558 feet.

+33 8XS8 AIR REESE AIRPARK 311.02 5.00

No Impact to VFr Transitional Surface.
Below surface height of 400 ft above ARP.

+101 OXA6 HEL JAXON LANDING 167.55 5.24

No Impact to Private Landing Facility
Structure is beyond notice limit by 26839 feet.

AIR NAVIGATION ELECTRONIC FACILITIES

GRND	FAC	ST	DIST	DELTA			
ANGLE	APCH						
	IDNT	TYPE	AT	FREQ	VECTOR	(ft)	ELEVA ST LOCATION
BEAR	-----						
.10	LBB	RADAR	ON	2725.	34.24	58458	+101 TX LUBBOCK INTL
EMI.	No Impact. This structure does not require Notice based upon						
	The studied location is within 20 NM of a Radar facility. The calculated Radar Line-Of-Sight (LOS) distance is: 141 NM. This location and height is within the Radar Line-Of-Sight.						
-.01	LBB	RADAR WXL	Y		46.05	62245	-7 TX LUBBOCK
.06	LBB	VORTAC	I	109.2	13.17	63321	+61 TX LUBBOCK
LUBBOCK P	LBB	LOM	I		28.64	83853	+69 TX RWY 17R
LUBBOCK PR	LDT	LOM	I		57.42	86075	+173 TX RWY 26
-.01	PVW	VOR/DME	I	112.9	14.51	207023	-29 TX PLAINVIEW

CFR Title 47, §1.30000-§1.30004

AM STUDY NOT REQUIRED: Structure is not near a FCC licensed AM station.

Movement Method Proof as specified in §73.151(c) is not required.

Please review 'AM Station Report' for details.

Nearest AM Station: KFYO @ 8635 meters.

Airspace® Summary Version 14.7.367

AIRSPACE® and TERPS® are registered ® trademarks of Federal Airways &
Airspace®
Copyright © 1989 - 2014

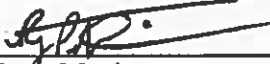
08-22-2014
17:33:31

WIRELESS COMMUNICATION FACILITY RF AFFIDAVIT

Before the undersigned, an officer duly authorized by law to administer oaths, personally appeared Ryan Martin who, after being first duly sworn as provided by law, deposes and states as follows:

1. My name is Ryan Martin, I am over 21 years of age, and am under no legal disability and am competent to give this Affidavit.
2. I am a R.F. design engineer for cellular telephone networks.
3. I have been involved in designing Verizon Wireless's telecommunications network in Lubbock, Texas.
4. I am familiar with the proposed wireless communication facility and accompanying tower to be located at 6628 66th Street, Lubbock, Texas 79424.
5. I have examined the area in search of suitable structures to collocate the proposed antennas and telecommunications equipment, but no such structures were found.
6. Without the proposed antennas and telecommunications equipment Verizon Wireless will not be able to provide adequate wireless service to the public.
8. This installation as designed meets the current FCC standards and will not interfere with public communications and the usual and customary transmission or reception of radio, television or other communications services enjoyed by adjacent properties.

Further, this Affiant saith not.



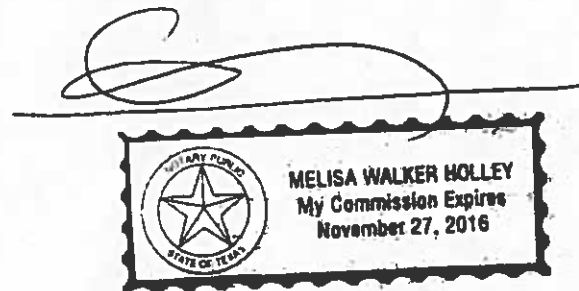
Ryan Martin
R.F. Engineer for Verizon Wireless

6/5/2015

Date

Sworn to and subscribed before me
this 5 day of June, 2015

Notary Public: Melisa Walker Holley
My commission expires: November 27 2016




WIRELESS COMMUNICATION FACILITY RF LOCATION STATEMENT

Verizon Wireless hereby states that a careful review of the geographical area to be served by the proposed new tower was made, which revealed that a tower height of ninety (90) feet would be required.

This tower will be located on a large parcel, and sits in a specific location designed to enhance and expand both the available coverage and the necessary capacity for the citizens of Lubbock, Texas.

Verizon Wireless site acquisition contractors considered other locations and heights, but no other option was available that would allow Verizon Wireless to utilize a tower less than ninety (90) feet while serving the intended coverage area and providing sufficient capacity. No other structure has sufficient height to meet these engineering requirements.

This RF Location Statement confirms the importance of this specific location in order to provide service, i.e. coverage and capacity, to the citizens of Lubbock, Texas.










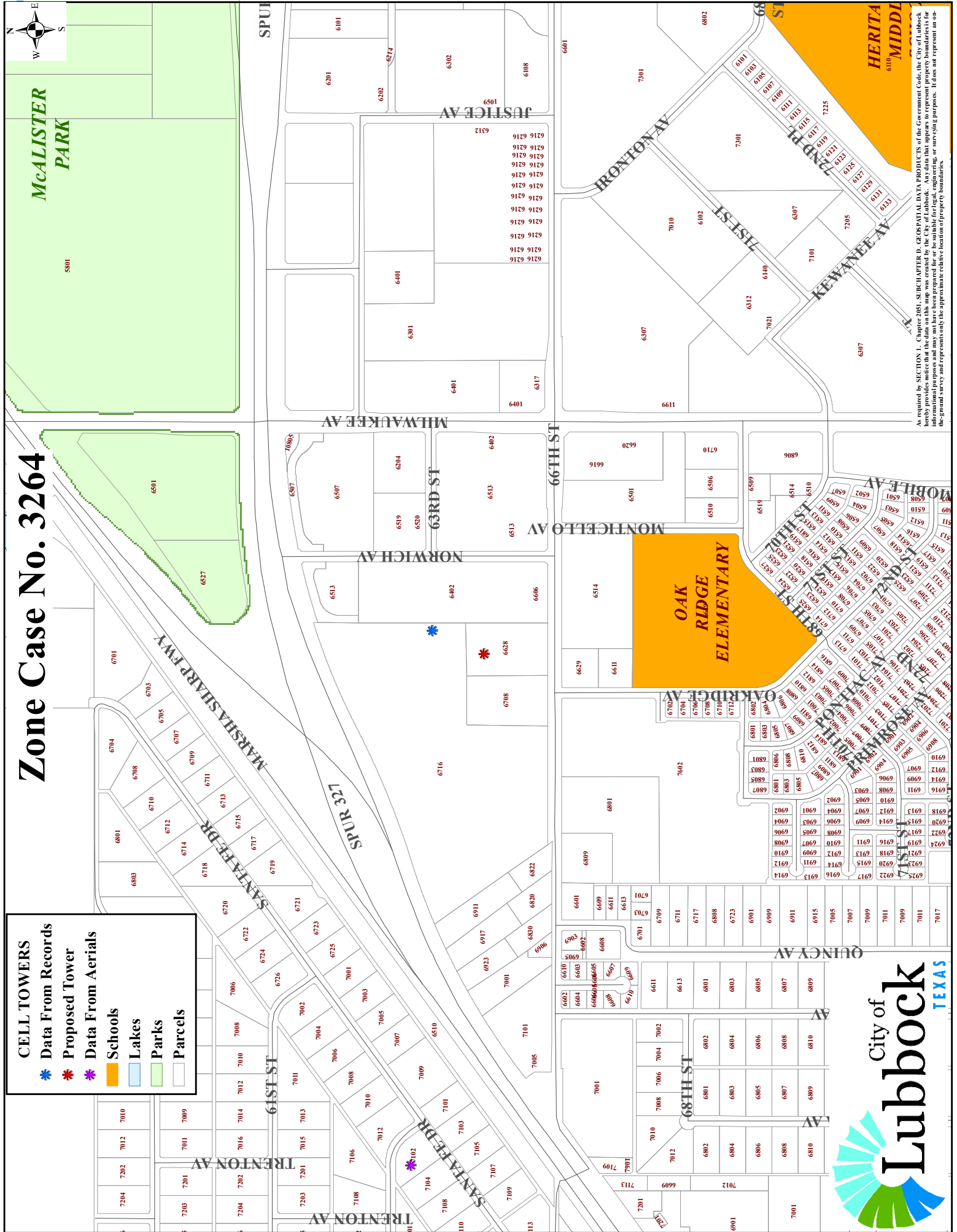
Ryan Martin
R.F. Engineer for Verizon Wireless

6/5/2015

Date

Zone Case No. 3264

- CELL TOWERS**
-  Data From Records
 -  Proposed Tower
 -  Data From Aerials
 -  Schools
 -  Lakes
 -  Parks
 -  Parcels





Regular City Council Meeting

5. 4.

Meeting Date: 09/24/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3096-D, a request of Hugo Reed and Associates, Inc., for Abbey Glen Partners, LLC, for a zoning change from R-1 Specific Use to R-1 Specific Use for reduced setbacks from 20 feet to 15 feet front setback on 88.4 acres of unplatted land out of Block E2, Section 25, 5402 114th Street, and consider an ordinance.

Item Summary

General comments:

The request is for a zone change from R-1 Specific Use to R-1 Specific Use for reduced front setbacks from 20 to 15 feet on 88.4 acres.

Adjacent land uses:

To the north is zoned R-1, but consists mostly of a large playa lake. To the west is a single family neighborhood. To the east is commercial along Slide Road. To the south are garden homes, along with A-2 and GO zoning, with vacant land south of 114th Street.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

The request is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:

There should be little to no impact on the thoroughfare system. At some point in the future, 114th Street should be built out as a full width thoroughfare.

Recommendations:

1. That the front setback be limited to 15 feet.
2. That a 5 foot front setback be approved for cul-de-sac lots.
3. That a 5 foot side setback be approved on corner lots, excluding lots on Chicago, with a 5 foot side setback for fences.
4. That a 0 foot rear setback be approved for non-rear facing third car garages.

On September 3, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:

1. That the front setback be limited to 15 feet.
2. That a 5 foot front setback be approved for cul-de-sac lots.
3. That a 5 foot side setback be approved on corner lots, excluding lots on Chicago Avenue, with a five foot side setback for fences.
4. That a 0 foot rear setback be approved for non-rear facing third car garages.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 3096-D

Zoning Case 3096-D - Backup

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3096-D**; A ZONING CHANGE FROM **R-1 SPECIFIC USE FOR REDUCED SETBACKS OF 20 FEET TO R-1 SPECIFIC USE FOR REDUCED SETBACKS OF 15 FEET**, ON **88.4 ACRES OF UNPLATTED LAND OUT OF BLOCK E2, SECTION 25**, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3096-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use for reduced setbacks of 20 feet to R-1 Specific Use for reduced setbacks of 15 feet on 88.4 acres of unplatted land out of Block E2, Section 25**, City of Lubbock, Lubbock County, Texas, located at **5402 114th Street**, subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the front setback be limited to fifteen (15) feet;**
2. **THAT a five (5) foot side setback be approved for cul-de-sac lots;**
3. **THAT a five (5) foot side setback be approved on corner lots, excluding lots on Chicago, with a five (5) foot side setback for fences; and**
4. **THAT a zero (0) foot rear setback be approved for non-rear facing third car garages.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5402 114th Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



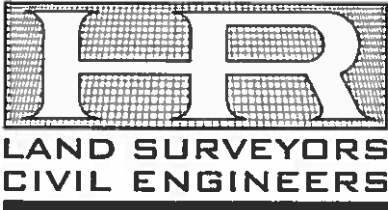
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3096-D
September 3, 2015



HUGO REED AND ASSOCIATES, INC.

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

PROPOSED R-1 SPECIFIC USE ZONING

METES AND BOUNDS DESCRIPTION of an approximate 88.4 acre tract of land located in Section 25, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West line of the Southeast Quarter of Section 25, Block E-2, Lubbock County, Texas, for the Southwest corner of this tract which bears N. 01°45'05" E. an approximate distance of 909.0 feet from the Southwest corner of the Southeast Quarter of Section 25, Block E-2, Lubbock County, Texas;

THENCE N. 01°45'05" E., along the West line of the Southeast Quarter of said Section 25, Block E-2, an approximate distance of 1743.9 feet to a point for the Northwest corner of this tract;

THENCE S. 88°25'22" E. an approximate distance of 2202.1 feet to a point for the Northeast corner of this tract;

THENCE S. 01°43'42" W. an approximate distance of 1287.0 feet to a point;

THENCE S. 31°00'40" W. an approximate distance of 599.3 feet to a point for the Southeast corner of this tract;

THENCE N. 88°43'17" W. an approximate distance of 1010.5 feet to a point;

THENCE N. 01°16'43" E. an approximate distance of 75.1 feet to a point;

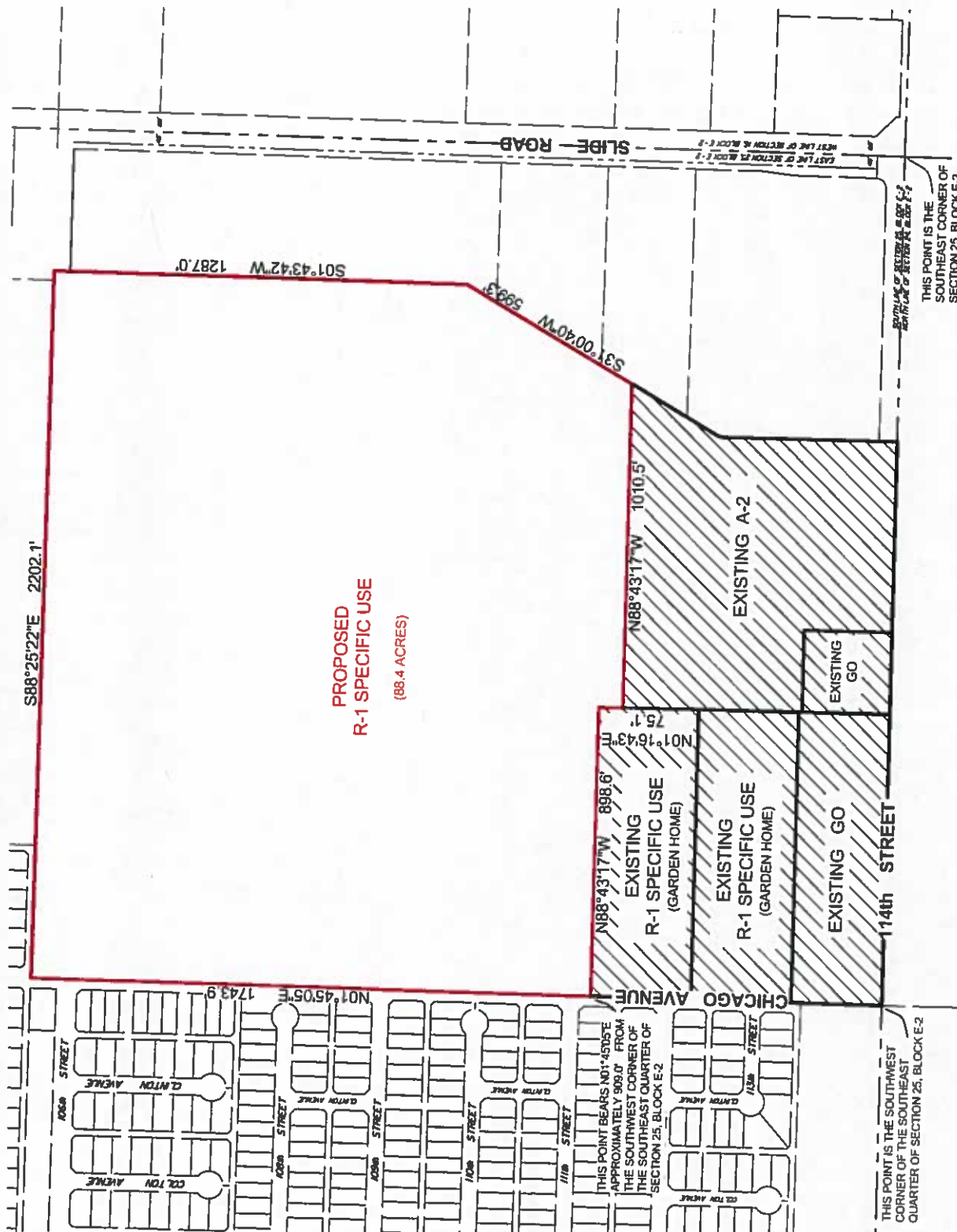
THENCE N. 88°43'17" W. an approximate distance of 898.6 feet to the Point of Beginning.

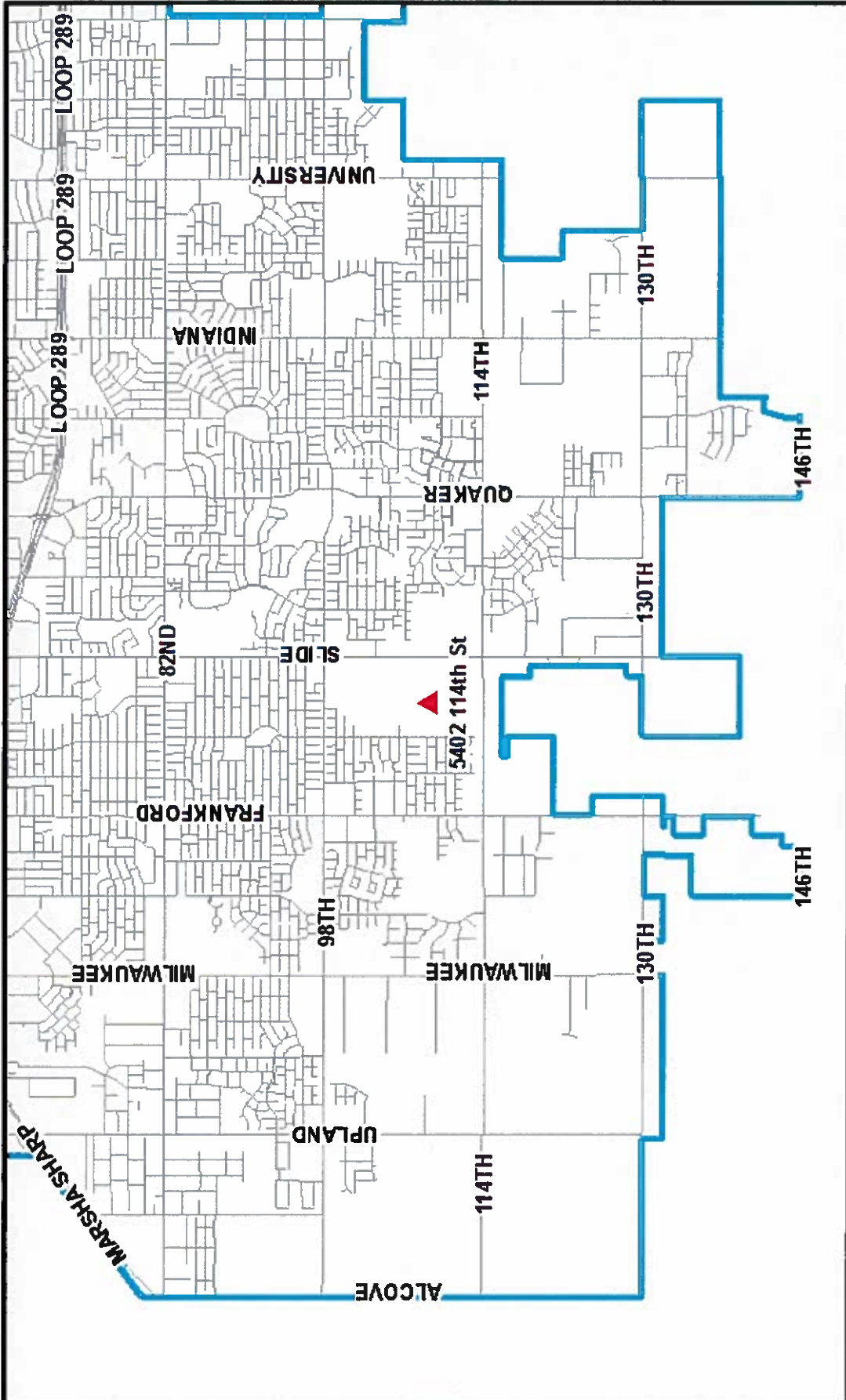
Contains: Approximately 88.4 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

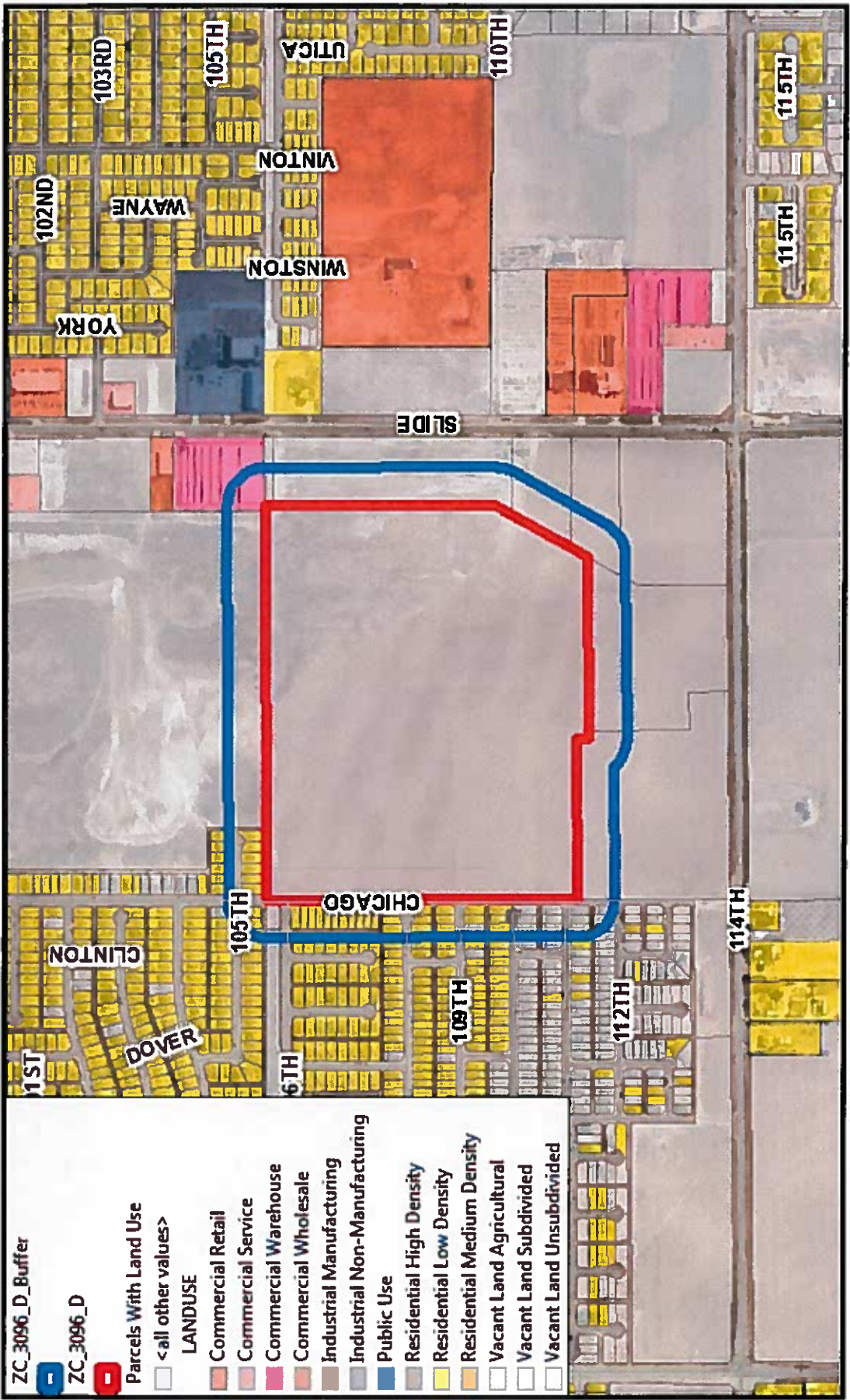


PROPOSED ZONING LOCATED IN SECTION 25, BLOCK E-2



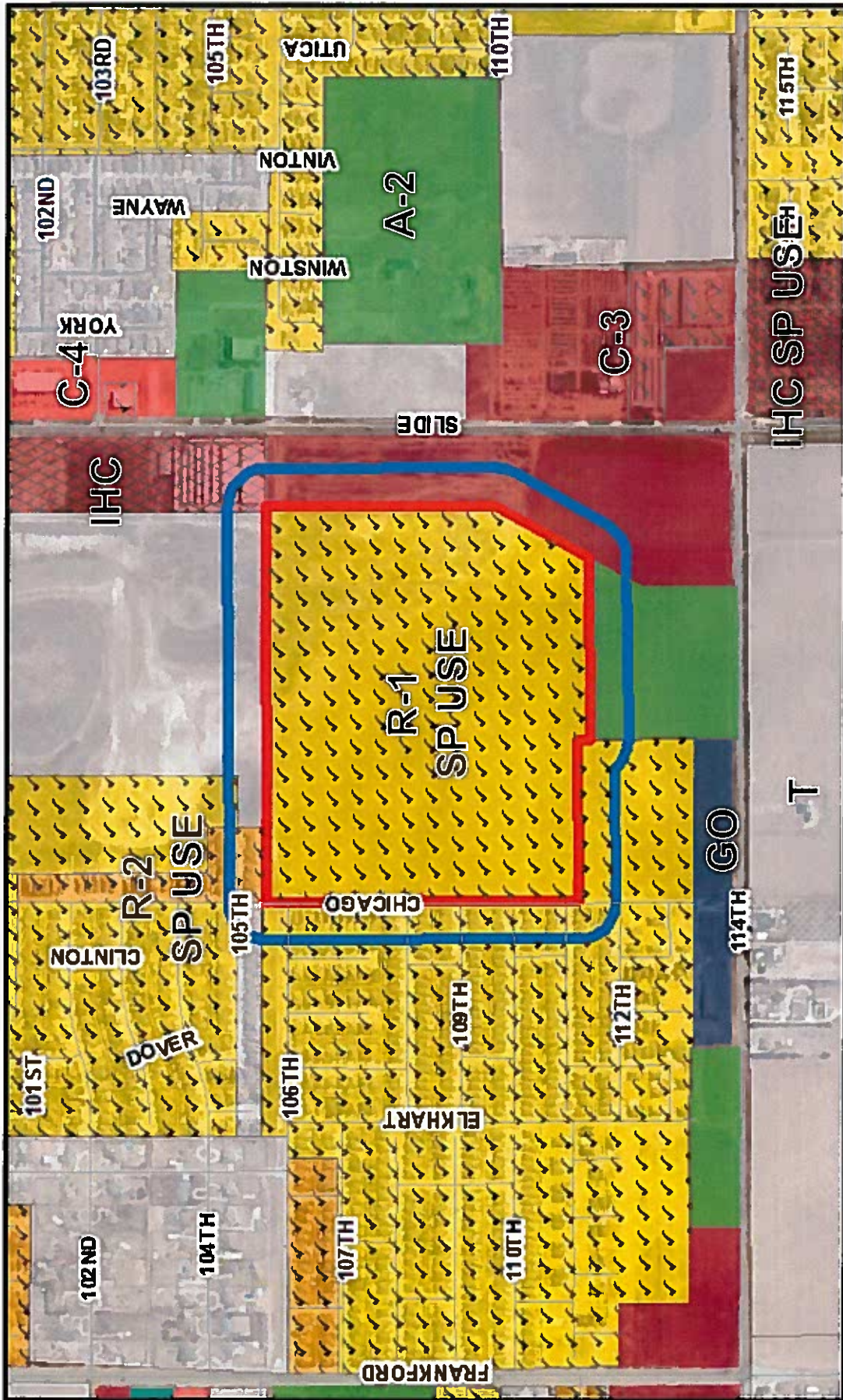


P.Z.C. Case 3096-D



P.Z.C. Case 3096-D

Request of Hugo Reed and Associates, Inc. (for Abbey Glen Partners, LLC) for a zoning change from R-1 Specific Use to R-1 Specific Use for reduced setbacks from 20 feet to 15 feet front setback, 5402 114th Street



P.Z.C. Case 3096-D Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For Abbey Glen Partners, LLC
16400 N. Dallas Parkway, Suite 140
Street/Post Office Box
Dallas, Texas 75248
City State Zip
(214) 850-8838
Telephone

Location or Address: Section 25, Block E-2

Legal Description: See metes and bounds description attached

Existing Land Use: Vacant Existing Zoning: R-1 Specific Use

Acreage or Square Footage of Property: 88.4 Acres

Zoning Requested: R-1 Specific Use as follows: Front set-back to 15', Front setback on cul-de-sac lots to 5', Side set-back on end lots (Excluding Chicago Avenue) to 5'. Where 5' side setback is used, side fence must be placed at 5' set-back line. Non-rear facing garage may be constructed to a zero (0') rear set back.

Proposed Development: Phased single-family residential

If property is not subdivided, will preliminary plat be submitted? Yes No X

Terry Holman
Applicant's Signature

August 5, 2015
Date

Filing Fee: \$739.00 (Ford Development #5062)
(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for non-profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only M+B map 42

Zone Case No.: 3096-D

Agenda No.:

Request for zoning change from: R-1 SU

To: R-1 SU

To amend conditions for reduced setbacks from 20' front setback
88.4 acres of unplatted land out of Block E-2 section 25 to 15' front setback

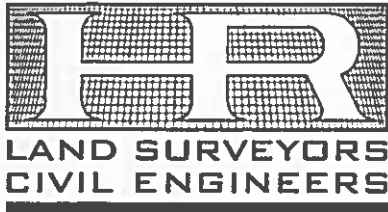
on Lot(s):

Block(s):

Subdivision:

Address: 5402 114th St

Handwritten initials/signature



HUGO REED AND ASSOCIATES, INC.

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

PROPOSED R-1 SPECIFIC USE ZONING

METES AND BOUNDS DESCRIPTION of an approximate 88.4 acre tract of land located in Section 25, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West line of the Southeast Quarter of Section 25, Block E-2, Lubbock County, Texas, for the Southwest corner of this tract which bears N. 01°45'05" E. an approximate distance of 909.0 feet from the Southwest corner of the Southeast Quarter of Section 25, Block E-2, Lubbock County, Texas;

THENCE N. 01°45'05" E., along the West line of the Southeast Quarter of said Section 25, Block E-2, an approximate distance of 1743.9 feet to a point for the Northwest corner of this tract;

THENCE S. 88°25'22" E. an approximate distance of 2202.1 feet to a point for the Northeast corner of this tract;

THENCE S. 01°43'42" W. an approximate distance of 1287.0 feet to a point;

THENCE S. 31°00'40" W. an approximate distance of 599.3 feet to a point for the Southeast corner of this tract;

THENCE N. 88°43'17" W. an approximate distance of 1010.5 feet to a point;

THENCE N. 01°16'43" E. an approximate distance of 75.1 feet to a point;

THENCE N. 88°43'17" W. an approximate distance of 898.6 feet to the Point of Beginning.

Contains: Approximately 88.4 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

5

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3096-D

In Favor of

Opposed

Reasons and/or Comments:

NO NEED TO REDUCE LOT SIZE DOWN ONLY TO ACCOMMODATE MORE HOMES AND INCREASE TRAFFIC AND CONGESTION. PLENTY OF OTHER LAND AROUND LUBBOCK FOR BUILDING. BETTER TO CONTROL GROWTH, OVER PROFITS.

RECEIVED
SEP - 1 REC'D
PLANNING DEPARTMENT

Print Name SCOTT CAMPBELL
Signature: *Scott Campbell*
Address: 324 LYDIA LANE, CORONA CA 92882
Address of Property Owned: 5505 108TH ST. LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:

P&Z Case No.: 3096-D

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
AUG 24 11:00 AM
PLANNING DEPARTMENT

Print Name DAVID POSTAR
Signature: [Signature]
Address: 4707 99TH LUB TX 79424
Address of Property Owned: 10210 Slide Rd
& 103rd & Frankford



Regular City Council Meeting

5. 5.

Meeting Date: 09/24/2015

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Airport Board, two appointments to the Animal Services Advisory Board, seven appointments to the Annexation and Growth Advisory Committee, one appointment to the Board of Health, one appointment to the Civic Lubbock, Inc. Board of Directors, three appointments to the Lubbock Economic Development Alliance Board of Directors, one appointment to the Lubbock Water Advisory Commission, three appointments to the Market Lubbock, Inc. Board of Directors and two appointments to the Quincy Park Public Improvement District Advisory Board.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Regular Session - Board Appointments

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, SEPTEMBER 24, 2015 - REGULAR SESSION

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
1	AIRPORT BOARD	DAVIS, CALVIN	10/1/2015	N/A		REPLACE	N/A
2	ANIMAL SERVICES ADVISORY BOARD	JURY, GEORGE	10/1/2015	N/A	LICENSED VETERINARIAN	REPLACE	N/A
3	ANNEXATION & GROWTH ADVISORY COMMITTEE	GARRISON, GREG			CITIZEN	APPOINT/REPLACE	
		HOLEMAN, TERRY			ENGINEERING & PLANNING	APPOINT/REPLACE	
		McMAHAN, GEORGE			REAL ESTATE DEVELOPMENT	APPOINT/REPLACE	
		STANLEY, MAURICE			CITIZEN	APPOINT/REPLACE	
		STRONG, TERY			HOME BUILDER	APPOINT/REPLACE	
		VACANT			CITIZEN		
		VACANT			CITIZEN		
3	BOARD OF HEALTH	LAMBERT, MATTHEW	4/1/2017	N/A		RESIGNED/REPLACE	N/A
4	CIVIC LUBBOCK, INC. BOARD OF DIRECTORS	HARAGAN, DONALD	8/1/2017	N/A		RESIGNED/REPLACE	N/A
5	LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE	COLLINS, TIM	10/1/2015	100%		REAPPOINT	Y
		GILBREATH, JIM	10/1/2015	83%		REAPPOINT	Y
		HENRY, SANDY	10/1/2015	N/A		REPLACE	N/A
6	LUBBOCK WATER ADVISORY COMMISSION	WHITLOCK, MANDY	8/1/2017	N/A	CITIZEN	DECLINED/REPLACE	N/A
7	MARKET LUBBOCK, INC. BOARD OF DIRECTORS	COLLINS, TIM	10/1/2015	100%	LUBBOCK COUNTY	REAPPOINT	Y
		GILBREATH, JIM	10/1/2015	83%	LUBBOCK COUNTY	REAPPOINT	Y
		HENRY, SANDY	10/1/2015	N/A	LUBBOCK COUNTY	REPLACE	N/A
8	QUINCY PARK PUBLIC IMPROVEMENT DISTRICT ADVISORY BOARD	BERRY, CHRIS	10/1/2015		PROPERTY OWNER	REAPPOINT	Y
		JASINSKI, BRUCE	10/1/2015	N/A	PROPERTY OWNER	REPLACE	N/A

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/03/2014	Alderson	David	Male	Anglo	50-59	Auto Dealer	Alderson Enterprises, LP	5
09/09/2014	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
01/14/2015	Been	Mattie	Female	Anglo	18-29	Director of Development	Texas Tech University Health Sciences Center	4
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
02/06/2014	Carlson	Paul	Male	Anglo				7
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
09/06/2006	Dirks	James	Male	Anglo	60+	Architect	Cox/Dirks Architects P.C.	5
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
01/15/2015	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	7
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Education Director	Redr Frame & Art	4
01/15/2015	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	7
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
08/22/2013	McCarty	Charlotte	Female	African-American	40-49	Self employed	Lil' Precious	6
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
12/24/2014	McDougal	Michael	Male	Anglo	40-49	CEO	McDougal Capital	3
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
01/15/2015	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	7
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
09/09/2014	Pierce	Tim	Male	Anglo	50-59	Executive Director	South Plains A	5
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
05/23/2013	Porter	Karen	Female	Anglo	40-49			2
08/11/2015	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	3
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
09/09/2014	Riley	Nolan	Male	American Indian	30-39	Optometrist / Business Owner	8067931927	7
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
09/09/2014	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	Commodity Export Corporation	5

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
08/14/2014	Wilkes	Morris	Male	Anglo				6
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woodward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

AIRPORT BOARD

<u>ETHNICITY</u>	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
Anglo	55.0%	61.0%	77.1%	71.4% (5)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African American	8.7%	7.4%	9.0%	28.6% (2)
Other	3.7%	4.0%	4.3%	0.0% (0)
 <u>GENDER</u>				
Male	48.5%	49.0%	73.8%	85.7% (6)
Female	51.5%	51.0%	26.2%	14.3% (1)
 <u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	17.3%	8.3%	0.0% (0)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	14.3% (1)
District 4	17.0%	16.7%	19.6%	14.3% (1)
District 5	16.7%	17.8%	34.0%	28.6% (2)
District 6	17.3%	16.4%	18.2%	42.9% (3)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:

Advisory board responsible for planning, development, construction and improvement of airport facilities. Recommends improvements and policies to City Council as necessary.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Davis, Calvin (M,AA,6)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Calvin Davis:

David Quintanilla (M,H,4) Plains Capital Bank

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 9/9/2015

Airport Board

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
08/28/2008	Clary	Sue	F	A	60+			5
01/08/2015	Coffman	Brandon	M	A	30-39	Chief Pilot	West Gaines Seed, Inc.	5
05/01/2006	Davis	Edwin	M	A	50-59	Civil Engineer	Parkhill, Smith & Cooper	5
04/28/2015	Davis	Jason	M	A	30-39	Vice President - Bank Software	PlainsCapital Bank	4
08/25/2009	Franklin	Johnny	M	A	50-59			5
10/09/2009	Grossi	Cary	M	A	30-39	Funeral Director / General Manager	Resthaven Funeral Home - Memorial Park	5
09/24/2005	Hilliard	A. Louis	M	A	18-29	Owner	Hub City Aviation	3
11/01/2006	Huerta	Luis	M	H	40-49	Life Insurance Sales	AFLAC	5
07/30/2007	Jones	Johnnie	F	A	30-39	Owner	Madison Avenue Advertising	4
12/16/2014	Keister	Heather	F	A	30-39	Civil Engineer	Freese and Nichols	5
09/09/2014	King	Dave	M	A	60+	Advertising	Dave King Advertising	4
09/09/2014	Larson	Bradley	M	A	60+	Semi-Retired corporate finance executive		5
02/01/2010	Marquette	Charles	M	A		Project Manager	Guidewire Software	5
07/23/2015	McAnally	John	M	A	40-49	Engineer	AT&T	4
09/06/2011	Newsom	Cory	M	A	40-49	Pres/CEO	City Bank	5
09/09/2014	Parr	Charles	M	A	50-59	Banker	American National Bank	2
01/15/2015	Porcaro	Richard	M	A	40-49	Management	Great Plains Distributors, LP	7
04/28/2015	Quintanilla	David	M	H	40-49			4
11/02/2004	Renfro	Patsy	F	A	50-59	Travel Agent	Envoye Travel	5
08/26/2015	Uryasz	Steve	M	A	50-59	VP Banking	First United Bank	5
10/14/2014	Vaughan	Sean	M	A	30-39	Airline Pilot	Envoy Air, Inc.	3
Second Preference								
05/06/2015	Hargrove	Devin	M	A	18-29	Night Stocker	United Market Street	5
08/04/2011	Kotal	Clinton	M	A	18-29	Self Employed	KN Construction Group	4
06/16/2015	Medrano	Johnnie	M	H	30-39	Branch Manager	PlainsCapital Bank	5
03/21/2013	Smith	Peter	M	A	30-39	Banker	Happy State Bank	4
11/25/2013	Wells	Craig	M	A	60+	Vp Business Development	Happy State Bank	4
Third Preference								

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 9/9/2015

Airport Board

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
03/01/2008	McCoy	Gary	M	A	50-59	Banker	ABC Bank	5
08/10/2015	Moore	Jamyae	F	A	18-29	Collateral Release Specialist	First Bank & Trust	4
11/29/2012	Ogutu	Moses	M	AA	50-59	Physical Therapist Asst.		5
06/03/2014	Stinson	Karl	M	A	60+	Retired		5
09/29/2008	Sullivan	Robert	M	A	18-29	Legal Clerk	Lubbock County - JP2	4
04/12/2011	Vander-Plas	Kristen	F	A	18-29	Marketing Director	Advantage Benefits Connection	3
06/11/2012	Wagner	Catherine	F	A	60+	Retired	Frenship ISD	5
Fourth Preference								
07/23/2014	Benton	Jack	M	A	60+	retired		6
09/09/2014	Burch	Douglas	M	A	40-49	CEO	Venture Connected, LLC	5
Fifth Preference								
06/09/2009	Clark	Timothy	M	A	40-49	CADD Tech	Parkhill, Smith & Cooper	3
03/04/2014	Mendoza	Jesus	M	H	30-39	commercial lender	First Bank & Trust	6
Sixth Preference								
09/09/2014	Barnes	Nitra	F	A	50-59	Accounting Manager	City Transit Management dba Citibus	4
05/13/2010	Bruegel	Jon	M	A	18-29			4

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Vice Chair				<i>Curr:</i> 10/01/2013-10/01/2015	N
Citizen	N	8217 Richmond Ave.		<i>2nd:</i> 10/01/2011-10/01/2013	
Burkhart		Lubbock, TX 79424	,	<i>Ist:</i>	
Mr. Jim					
<i>Email:</i>	N	8067947659		<i>Fax:</i>	
jimburkhart@sbcglobal.net			jim@burkharterprises.net		
Member			Small Business	<i>Curr:</i> 10/01/2013-10/01/2015	N
Citizen	N	5111 Itasca Street	Administration	<i>2nd:</i> 10/01/2011-10/01/2013	
Davis		Lubbock, TX 79414	1205 Texas Avenue	<i>Ist:</i> 10/01/2009-10/01/2011	
Mr. Calvin			Lubbock, Tx 79401		
<i>Email:</i>	N	8067448138	8064727462	<i>Fax:</i> 8064727489	
calvin.davis@sba.gov			calvin.davis@sba.gov		
Member			8067921000	<i>Curr:</i> 10/01/2014-10/01/2016	Y
Citizen	Y	6908 Nashville Drive	4811 50th St	<i>2nd:</i>	
Mincey	Jr	Lubbock, TX 79413	Lubbock, TX 79414	<i>Ist:</i>	
Mr. Arnold					
<i>Email:</i>	Y	(806) 784-0775	(806) 761-4106	<i>Fax:</i>	
amincey@lubbocknational.com	Y	(806) 543-7000	amincey@lubbocknational.com		
Chair				<i>Curr:</i> 10/01/2014-10/01/2016	N
Citizen	Y	5729 Third St		<i>2nd:</i> 10/01/2012-10/01/2014	
Randle		Lubbock, TX 79416	,	<i>Ist:</i> 10/01/2010-10/01/2012	
Ms. Margaret					
<i>Email:</i>	Y	8067993014		<i>Fax:</i>	
mbrandle@sbcglobal.net					
Member			Sitton Investments	<i>Curr:</i> 10/01/2014-10/01/2016	Y
Citizen	Y	2703 19th St	4904 Lakeridge Dr	<i>2nd:</i>	
Sitton		Lubbock, TX 79410	Lubbock, TX 79464	<i>Ist:</i>	
Mr. Frank					
<i>Email:</i>	Y	8064388111	8067941111	<i>Fax:</i> 8067941175	
			fsitton@aol.com		
Member			craig,terril,Hale and	<i>Curr:</i> 10/01/2014-10/01/2016	Y
Citizen	Y	4631 89	grantham llp	<i>2nd:</i>	
Terrill		lubbock, texas 79424	9816 slide rd	<i>Ist:</i>	
Mr. Grady			Lubbock, Texas 79242		
<i>Email:</i>	Y	8067922290	(806) 686-1240	<i>Fax:</i> (806) 744-2211	
gradyt@cthlawfirm.com	Y	8065357935	gradyt@cthlawfirm.com		
Secretary/Treasurer			The Trinity Company	<i>Curr:</i> 10/01/2014-10/01/2016	N
Citizen	Y	P.O. Box 16606	P.O. Box 16606	<i>2nd:</i> 10/01/2012-10/01/2014	
Underwood		Lubbock, TX 79490	Lubbock, TX 79490	<i>Ist:</i>	
Mr. Brett					
<i>Email:</i>	Y	(806) 793-0440	8067930440	<i>Fax:</i> 8067930507	
bau@trinitycotton.com			bau@trinitycotton.com		

ANIMAL SERVICES ADVISORY BOARD

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	78.6%	100.0% (9)
Hispanic	32.6%	27.6%	9.8%	0.0% (0)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	72.6%	55.6% (5)
Female	51.5%	53.0%	27.4%	44.4% (4)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	17.3%	8.3%	0.0% (0)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	11.1% (1)
District 4	17.0%	16.7%	19.6%	22.2% (2)
District 5	16.7%	17.8%	34.0%	33.3% (3)
District 6	17.3%	16.4%	18.2%	11.1% (1)
Other/Unknown	0.0%	0.0%	2.6%	22.2% (2)

PURPOSE:

Assists the City of Lubbock in complying with terms of Chapter 823 of the Texas Health and Safety Code as amended and assists the City in establishing procedures applicable to the City’s animal control program.

QUALIFICATIONS: Committee shall be composed of a licensed veterinarian, animal welfare organization representative, city official, city animal shelter employee, and five at-large members [LC 4-27]

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Jury, George (M,A,4)	Licensed Veterinarian	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace George Jury, Licensed Veterinarian:

Dr. Lane Preston¹ (M,A,5)

To replace Dr. Lane Preston, Citizen:

Tammi Wood (F,A,5) Primewest Mortgage

¹ Dr. Preston currently serves in a “Citizen” position on the Board. AAB’s recommendation is to designate Dr. Preston as the “Licensed Veterinarian” for the Board.

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 9/9/2015

Animal Services Advisory Board

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
03/11/2014	Hall	Candace	F	A	60+	Retired Police Officer		4
11/09/2009	Jones	Mickey	F	A	60+			3
09/09/2015	Wood	Tammi	F	A	40-49	loan officer	Primewest Mortgage	5
Second Preference								
03/01/2008	McCoy	Gary	M	A	50-59	Banker	ABC Bank	5
01/06/2015	Syma	Carrye	F	A	30-39	Associate Librarian	Texas Tech University	4
12/01/2007	Willis	Roy	M	A	60+	Retired	United Postal Service	5
04/28/2015	Wooden	Cassandra	F		30-39	Help Desk Administrator	PlainsCapital Bank	4
Third Preference								
09/09/2014	Barnes	Nitra	F	A	50-59	Accounting Manager	City Transit Management dba Citibus	4
08/07/2015	Forburger	John	M	H	18-29	Mortgage Assistant	PrimeWest Mortgage	2
Fourth Preference								
Fifth Preference								
Sixth Preference								
01/22/2015	Patton	Glenn	M	A	50-59			3

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member Citizen Bobo Ms. Brenda	Y	3725 95th St Lubbock, TX 79423	TTUHSC School of Allied Health Science 3601 4th St, Stop 6284 Lubbock, TX 79430	<i>Curr:</i> 04/01/2014-04/01/2016 <i>2nd:</i> 04/26/2012-04/01/2014 <i>Ist:</i>	N
<i>Email:</i> Brenda.Bobo@ttuhsc.edu	Y	8067928031	8067433220	<i>Fax:</i> 8067433249	
Chair Animail Welfare Rep. Brewer Ms. Jane	Y	2325 38th Street Lubbock, TX 79412	Acres North Vet Hospital 5205 13th Street Lubbock, TX 79416	<i>Curr:</i> 04/01/2014-04/01/2016 <i>2nd:</i> 04/26/2012-04/01/2014 <i>Ist:</i>	Y
<i>Email:</i>	Y	8067773580	8067932863	<i>Fax:</i> 8067920801	
Member Animal Shelter Employee Cole Mr. Michael	Y	1203 10th Shallowater, Texas 79363	Lubbock Animal Service 3323 SE Loop 289 Lubbock, Texas 79404	<i>Curr:</i> 04/01/2015-04/01/2017 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> mcole@mylubbock.us	N	8065480561	(806) 775-2280	<i>Fax:</i> (806) 775-2717	
	Y	8065480561	mcole@mylubbock.us		
Member Animail Welfare Rep. Cunningham Dr. Eric	N	5906 101st St Lubbock, Texas 79424	Live Oak Animal Hospital 5214 98th St. Lubbock, TX 79424	<i>Curr:</i> 04/01/2014-04/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> redraidervet@yahoo.com	N	(806) 445-3957	(806) 794-9000 liveoaklubbock@att.net	<i>Fax:</i> (806) 794-9001	
Member Licensed Veterinarian Jury Dr. George	N	3807 75th Place Lubbock, TX 79423	SOUTHWEST ANIMAL CLINIC 4808 50th St. Lubbock, TX 79414	<i>Curr:</i> 05/28/2015-04/01/2017 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> rungwj@aol.com	N	(806) 792-1237	(806) 792-3291 rungwj@aol.com	<i>Fax:</i> (806) 792-3292	
Member Citizen Preston Dr. Lane	Y	5204 80th Street Lubbock, TX 79424		<i>Curr:</i> 04/01/2014-04/01/2016 <i>2nd:</i> 04/01/2012-04/01/2014 <i>Ist:</i> 09/08/2011-04/01/2012	N
<i>Email:</i>	Y	8067944118		<i>Fax:</i>	
Member City Official Riemath Ms. Kia	N	8509 N FM 789 Lorenzo, TX 79343	City of Lubbock Animal Services Department 3323 SE Loop 289 Lubbock, TX 79404	<i>Curr:</i> 04/01/2014-04/01/2016 <i>2nd:</i> 04/01/2012-04/01/2014 <i>Ist:</i>	N
<i>Email:</i> kriemath@mylubbock.us	N	8067774224	8067752712	<i>Fax:</i> 8067752717	
	N	8067774224	kriemath@mylubbock.us		
Member Citizen Tatum Ms. Melanie	Y	5412 9th Street Lubbock, TX 79416	Texas Tech University 3301 Physical Plant Dr Lubbock, TX 79416	<i>Curr:</i> 04/24/2014-04/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> mst39@hotmail.com	Y	(806) 795-7096		<i>Fax:</i>	
Member Citizen Young Mr. Bill	N	4423-110th Unit #38 Lubbock, Texas 79424	Westar Commercial Realty, LLC 4415-71st, Ste. 12 Lubbock, Texas 79424	<i>Curr:</i> 04/01/2014-04/01/2016 <i>2nd:</i> <i>Ist:</i>	Y

Confidential

Home

Business

*Reappt
Elig.*

Email: N (806) 698-9263
byoung9478@lubbockwestar.com N (806) 470-8318

(806) 797-3231 *Fax:* (806) 793-2130
byoung9478@lubbockwestar.com

ANNEXATION & GROWTH ADVISORY COMMITTEE

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
		<u>Population</u>	<u>Boards</u>	
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	100.0% (5)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African American	8.7%	7.4%	9.0%	0.0% (0)
Other	3.7%	4.0%	4.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	49.0%	73.8%	100.0% (5)
Female	51.5%	51.0%	26.2%	0.0% (0)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	17.3%	8.3%	0.0% (0)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	20.0% (1)
District 4	17.0%	16.7%	19.6%	20.0% (1)
District 5	16.7%	17.8%	34.0%	60.0% (3)
District 6	17.3%	16.4%	18.2%	0.0% (0)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:

Advisory committee that shall review all recommended annexation initiatives as set forth in the Annexation and Growth Policy Report, and present a proposed annexation schedule to Council.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Garrison, Greg (M,A,5)	Citizen			
Holeman, Terry (M,A,4)	Engineering			
McMahan, George (M,A,5)	Real Estate			
Stanley, Maurice (M,A,3)	Citizen			
Strong, Trey (M,A,5)	Home Builder			
Vacant	Citizen			
Vacant	Citizen			

City of Lubbock
Board and Commission Recruiting Database

Updated: 9/11/2015

Annexation & Growth Advisory Committee

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
---------------------	------------------	-------------------	-------------------	---------------------------	------------	-------------------	-----------------	-----------------

First Preference

Second Preference

Third Preference

Fourth Preference

Fifth Preference

Sixth Preference

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member Citizen Garrison Mr. Greg	Y	4616 94th Street Lubbock, TX 79424	Pan-Tex Plywood & Lumber 116 East 42nd Street Lubbock, TX 79404	Curr: 10/23/2014-10/23/2015 2nd: Ist:	N
<i>Email:</i> greg@pantexplywood.com	Y N	(806) 798-3159 (806) 789-5523	8067472561 greg@pantexplywood.com	Fax: 8067470314	
Member Engineering & Planning Holeman Mr. Terry	N	6812 Nashville Avenue Lubbock, Texas 79413	Hugo Reed and Associates, Inc. 1601 Avenue N Lubbock, Texas 79401	Curr: 10/23/2014-10/23/2015 2nd: Ist:	N
<i>Email:</i> tholeman@hugoreed.com	N N	(806) 698-9378 (806) 548-2442	(806) 763-5642 tholeman@hugoreed.com	Fax: (806) 763-3891	
Member Real Estate Development McMahan Mr. George	N	7703 LaSalle Ave Lubbock, TX 79424	George McMahan Development, LLC 7209 76th St Lubbock, TX 79424	Curr: 10/23/2014-10/23/2015 2nd: Ist:	N
<i>Email:</i>	N	8067944644	8067940624	Fax: 8067942768	
Member Citizen Stanley Mr. Maurice	N	3801 25th Street Lubbock, TX 79410		Curr: 10/23/2014-10/23/2015 2nd: Ist:	N
<i>Email:</i> m.stanley4839@gmail.com	N N	8067939872 8062414839		Fax:	
Member Home Building Strong Mr. Trey	N	11505 Topeka Avenue Lubbock, TX 79424		Curr: 10/23/2014-10/23/2015 2nd: Ist:	N
<i>Email:</i>	N	8066986285		Fax:	

BOARD OF HEALTH

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	78.6%	77.8% (7)
Hispanic	32.6%	27.6%	9.8%	11.1% (1)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	11.1% (1)
<u>GENDER</u>				
Male	48.5%	47.0%	72.6%	77.8% (7)
Female	51.5%	53.0%	27.4%	22.2% (2)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	17.3%	8.3%	11.1% (1)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	0.0% (0)
District 4	17.0%	16.7%	19.6%	33.3% (3)
District 5	16.7%	17.8%	34.0%	22.2% (2)
District 6	17.3%	16.4%	18.2%	33.3% (3)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:

Permanent advisory board which considers and makes recommendations to the City Council on any and all matters pertaining to the public health of the City.

QUALIFICATIONS: Members shall be resident citizens of the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Lambert, Matthew (M,A,5)	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Matthew Lambert:

Calvin Clark (M,A,3) PNS

Ryan Lewis (M,A,4)

Matthew E. Lambert, Ph.D.
Texas Tech University Health Sciences Center
3601 4th Street, STOP 6232
Lubbock, TX 79430-6232
August 24, 2015

Anne Epstein, M.D.
Chairperson
Lubbock Board of Health
City of Lubbock City Hall
1625 13th St
Lubbock, Texas 79401

Dear Dr. Epstein,

It is with deep regret that I must tender my resignation to the Lubbock Board effective immediately. I have been offered a position out of state and will need to relocate immediately.

I am sorry that my service to the health board has been short, but there are times that opportunities present themselves and advantages need to be taken.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in black ink that reads "Matthew E. Lambert". The signature is written in a cursive style with a long horizontal stroke at the end.

Matthew E. Lambert, Ph.D.
Senior Director for Research
F. Marie Hall Institute for Rural and Community Health
Texas Tech University Health Sciences Center
3601 4th Street, STOP 6232
Lubbock, Texas 79430-6232

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 8/25/2015

Board of Health

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
03/27/2014	Benson	Eric	M	A	40-49	Infection Control RN	Lubbock State Supported Living Center	2
06/23/2015	Bradstreet	Tyler	M	A	18-29	Psychologist in training	Texas Tech University	1
02/25/2015	Clark	Calvin	M	A	30-39	Nurse Practitioner	PNS	3
06/14/2006	Daughtry	Steve	M	A	40-49	Engineer	Allied Associates Consulting Engineers	4
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
03/02/2015	Kingsberry	Lynette	F	A	60+	Infection Preventionist	Covenant Health System	3
03/02/2015	Love	Kari	F	A	40-49	Regional Director Infection Prevention	Covenant Health	4
08/01/2015	Mead	Olivia	F	A	18-29	Nanny		4
06/25/2015	Parkman	Thomas	M	A	18-29	Doctoral Student	Department of Psychological Sciences, TTU	1
09/09/2014	Satterwhite	Letha	F	A	50-59	Registered Nurse	University Medical Center	3
04/15/2015	Stennett	Charles	M	A	50-59	Registered Nurse	Covenant School of Nursing	4
06/03/2014	Stinson	Karl	M	A	60+	Retired		5
06/16/2014	Umstot	Mitzi	F	A	40-49	Speech-Language Pathologist	Lubbock State Supported Living Center	4
Second Preference								
08/09/2011	Amor	Cherif	M	AI	50-59	Dept. Chair/Assoc. Prof.	Texas Tech	5
05/19/2015	Church	Cory	M	A	18-29	Registered Nurse	Covenant Health School of Nursing	4
06/16/2014	Dickson	Mary	F	A	50-59	Deafness Resource Specialist	LIFE RUN Center	4
01/20/2015	Gillit	(Joyce)	F	A	60+	Retired Health Care Administrator/Dietitian		5
04/28/2015	Lewis	Ryan	M	A	40-49	Physician		
Third Preference								
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
05/18/2014	McAdoo	Alex	M	AA	40-49	Educator	Wayland Baptist University	5
Fourth Preference								

City of Lubbock
Board and Commission Recruiting Database

Updated: 8/25/2015

Board of Health

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
01/25/2015	Delony	John	M	A	30-39	Administrator, Instructor	Texas Tech School of Law, TTU, LCU	
06/01/2015	Lonngren	Chris	M	A	50-59	Restaurant Operator	Schlotsky's	6
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5
07/01/2005	Trombley	Trudy	F	A	60+		Retired Educator	5

Fifth Preference

Sixth Preference

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Secretary/Treasurer Citizen Bustos Ms. Claudia	N	4508 63rd Street Lubbock, TX 79414	Community Health Center of Lubbock 1313 Broadway Lubbock, TX 79401	<i>Curr:</i> 05/22/2014-04/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> cbustos@chcl.tachc.org	N	8064386766	8067652611 cbustos@chcl.tachc.org	<i>Fax:</i> 8067652604	
Member Citizen Carr Dr. Brian	Y	3709-22nd Place, Suite C Lubbock, TX 79410		<i>Curr:</i> 04/01/2013-04/01/2016 <i>2nd:</i> 04/01/2010-04/01/2013 <i>Ist:</i>	Y
<i>Email:</i> bha@healingtalk.com	Y	(806) 787-0761	8067953911 bha@healingtalk.com	<i>Fax:</i> 8067952315	
Member Citizen Chekuru Dr. Naidu	Y	5010 21st St. Lubbock, TX 79407	Pulmonary Associates 3621 22nd Street, Suite 400 Lubbock, TX 79410	<i>Curr:</i> 04/01/2013-04/01/2016 <i>2nd:</i> 04/01/2010-04/01/2013 <i>Ist:</i>	N
<i>Email:</i> naidukc1@suddenlink.net	Y	8067962852	8067918484 naidukc1@suddenlink.net	<i>Fax:</i> 8067918438	
Member Citizen Culp Dr. Wayne	N	8502 Oxford Avenue Lubbock, TX 79423		<i>Curr:</i> 04/01/2013-04/01/2016 <i>2nd:</i> 04/01/2010-04/01/2013 <i>Ist:</i>	N
<i>Email:</i> cwculp@suddenlink.net	N	8067949109	cwculp@suddenlink.net	<i>Fax:</i> 8067948993	
Chair Citizen Epstein Dr. Anne	Y	1924 31st Street Lubbock, TX 79411	8067931939 3411 20th Street Lubbock, TX 79410	<i>Curr:</i> 04/01/2013-04/01/2016 <i>2nd:</i> 09/27/2010-04/01/2013 <i>Ist:</i>	Y
<i>Email:</i> acepstein@sbcglobal.net	Y	(806) 765-6751	8067931939 acepstein@sbcglobal.net	<i>Fax:</i> (806) 793-1952	
Member Citizen Herring Dr. Cameron	N	4901 78th Lubbock, TX-Texas 79424	Cameron Brian Herring, DDS 3315 64th St. Lubbock, Texas 79413	<i>Curr:</i> 04/01/2015-04/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> herringbrian@hotmail.com	Y	(806) 620-6344	(806) 792-6323 herringbrian@hotmail.com	<i>Fax:</i> (806) 796-2787	
Member Citizen Lambert Dr. Matthew	Ph.D	5603 80th Street Lubbock, Texas 79424	Texas Tech University Health Sciences Center 3601 4th Street STOP 6232 Lubbock, Texas 79430	<i>Curr:</i> 04/01/2015-04/01/2018 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> drlambert@melphd.com	Y	(806) 798-2323	(806) 743-1218 matthew.e.lambert@ttuhsc.edu	<i>Fax:</i> (806) 743-4510	
Member Citizen May Dr. Donald	MD,	P.O. Box 1678 Lubbock, TX 79408	The May Farms PO Box 1678 Lubbock, TX 79408	<i>Curr:</i> 04/01/2014-04/01/2017 <i>2nd:</i> 04/01/2011-04/01/2014 <i>Ist:</i> 01/09/2006-04/01/2009	N
<i>Email:</i> donaldrmay@sbcglobal.net	Y	(806) 543-0678	(806) 543-0678 donaldrmay@sbcglobal.net	<i>Fax:</i> (806) 791-5942	
Member Citizen Presley Dr. Steven	Y	4612 10th Street Lubbock, TX 79416	Texas Tech University Box 41163 Lubbock, TX 79409	<i>Curr:</i> 04/01/2015-04/01/2018 <i>2nd:</i> 04/01/2012-04/01/2015 <i>Ist:</i>	N

Confidential

[Home](#)

[Business](#)

*Reappt
Elig.*

Email:
steve.presley@ttu.edu

Y (806) 785-2527

8068850236
steve.presley@ttu.edu

Fax:

CIVIC LUBBOCK, INC.
BOARD OF DIRECTORS

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Population</u>	<u>City</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	78.6%	66.7% (6)
Hispanic	32.6%	27.6%	9.8%	22.2% (2)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	11.1% (1)
 <u>GENDER</u>				
Male	48.5%	47.0%	72.6%	55.6% (5)
Female	51.5%	53.0%	27.4%	44.4% (4)
 <u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	17.3%	8.3%	22.2% (2)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	0.0% (0)
District 4	17.0%	16.7%	19.6%	22.2% (2)
District 5	16.7%	17.8%	34.0%	33.3% (3)
District 6	17.3%	16.4%	18.2%	22.2% (2)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:

To provide general direction of Civic Lubbock, Inc., a non-profit corporation, with authority to make decisions pursuant to the activities of the corporation; activities of the corporation include the fostering and promotion of cultural, educational and entertainment activities at the Lubbock Memorial Civic Center and Municipal Auditorium-Coliseum and managing the beverage concession operations in these facilities.

REQUIREMENT: Members shall be residents of the City of Lubbock.

APPOINTMENT INFORMATION:

Member Name &

Demographic Facts

Attend

Eligible

Action

Haragan, Donald (M,A,4)

N/A

N/A

Resigned/Replace

APPOINTMENTS ADVISORY BOARD AND STAFF/CIVIC LUBBOCK INC. BOARD

RECOMMENDATIONS:

To replace Donald Haragan:

James Eppler (M,A,5) Fox 34

Thomas H. Harris III

From: Vicki Key
Sent: Thursday, July 30, 2015 2:47 PM
To: Thomas H. Harris III
Subject: FW: new board member suggest

Thomas, I believe Freddy notified you of Dr. Haragan's resignation from the Civic Lubbock Board. He has moved to Austin. Attached/Below is an email from our Civic Lubbock Board President, Stephanie Massengale, regarding a recommendation to the Appointments Advisory Board for James Eppler to replace Dr. Haragan.

From: Stephanie Massengale [mailto:stephanie@advancedgraphix.net]
Sent: Thursday, July 30, 2015 2:38 PM
To: Vicki Key <VKey@mail.ci.lubbock.tx.us>
Subject: new board member suggest

Hey Vicki, I think James Eppler would be a great addition to our board, thus would recommend him for appointment by the city council to fill Dr. Haragan's vacant spot.

Thanks:)

--

Stephanie Massengale

President



520 23rd Street | Lubbock, TX
79404

tel [\(806\) 744-9998](tel:(806)744-9998) | fax [\(806\)
744-2888](tel:(806)744-2888)

[website](#) | [map](#) | [email](#)



2424
Broadway

Lubbock,
TX 79401
tel [\(806\)
368-9030](tel:(806)368-9030)

[website](#) |
[map](#)
| [email](#)



**City of Lubbock
Board and Commission Recruiting Database**

Updated: 9/9/2015

Civic Lubbock Inc.

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
09/09/2014	Eppler	James	M	A	30-39	News Anchor	Fox 34	5
09/10/2014	Jackson	Hannah	F	A	30-39	Music Teacher / Musician	Songbird Music Studio	5
06/15/2015	Rose	Joe	M	A	60+	Consultant	Rosetta Partners, LLC	3
07/13/2015	Saffle	Sherry	F	A	50-59	General Sales Manager	Ramar Communications	4
03/21/2013	Smith	Peter	M	A	30-39	Banker	Happy State Bank	4
04/28/2015	Valderaz	Monica	F	H	40-49	Bank Officer -Fraud	Plains Capital Bank	6
11/25/2013	Wells	Craig	M	A	60+	Vp Business Development	Happy State Bank	4
04/28/2015	Wooden	Cassandra	F		30-39	Help Desk Administrator	PlainsCapital Bank	4
Second Preference								
07/22/2015	Devroe	Bernard	M	AA	40-49	Network Engineer	NTS Communications	5
05/21/2014	Knowles	Renessa	F	A	40-49	Mortgage Banker	Peoples Bank	5
09/09/2014	Larson	Bradley	M	A	60+	Semi-Retired corporate finance executive		5
09/12/2014	Lauer	Chris	M	A	30-39	Regional Manager	HB Construction	5
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5
08/10/2015	Moore	Jamyae	F	A	18-29	Collateral Release Specialist	First Bank & Trust	4
Third Preference								
05/19/2015	Church	Cory	M	A	18-29	Registered Nurse	Covenant Health School of Nursing	4
11/18/2014	Elrod	Shannon	F	A	30-39	Director of Talent Management	United Supermarkets	5
06/01/2015	Lonngren	Chris	M	A	50-59	Restaurant Operator	Schlotzsky's	6
Fourth Preference								
09/09/2014	Grimstead	Tricia	F	A	30-39	Apartment Owner	AG Rentals, LTD	5
09/09/2014	Jackson	Mike	M	A	40-49	Commercial Banker	Happy State Bank	5
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
07/23/2015	McAnally	John	M	A	40-49	Engineer	AT&T	4
Fifth Preference								
07/30/2015	Aguilar	John	M	H	18-29			1

City of Lubbock
Board and Commission Recruiting Database

Updated: 9/9/2015

Civic Lubbock Inc.

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
Sixth Preference								
04/28/2015	Davis	Jason	M	A	30-39	Vice President - Bank Software	PlainsCapital Bank	4

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member Citizen Caldwell Mr. Don	N	PO Box 2526 Lubbock, TX 79408	Don Caldwell Productions PO Box 2526 Lubbock, TX 79408	Curr: 08/01/2013-08/01/2017 2nd: 08/01/2009-08/01/2013 Ist: 10/13/2005-08/01/2009	N
<i>Email:</i> doncaldprod@sbcglobal.net	N	8068284104	(806) 747-7047	Fax: (806) 747-5671	
	N	8067901011			
Member Citizen Garza Ms. Grace	N	1713 32nd Street Lubbock, TX 79111	FirstCare Health Plans 1901 West Loop 289, Ste. 9 Lubbock, TX 79407	Curr: 08/01/2015-08/01/2019 2nd: Ist:	Y
<i>Email:</i> gqgarza@gmail.com	Y	(806) 744-1874	(806) 784-4328	Fax:	
	Y	(806) 438-4714	ggarza@firstcare.com		
Member Citizen Gutierrez Mr. Rafael	N	P.O. Box 5911 Lubbock, TX 79408		Curr: 08/01/2014-08/01/2018 2nd: 09/27/2010-08/01/2014 Ist:	N
<i>Email:</i>	N	7132057260		Fax:	
Vice Chair Citizen Haragan Dr. Donald	Y	6914 Nashville Dr Lubbock, TX 79413		Curr: 08/01/2013-08/01/2017 2nd: 08/01/2009-08/01/2013 Ist: 12/13/2005-08/01/2009	N
<i>Email:</i> don.haragan@ttu.edu	Y	8067993459	8067420031 don.haragan@ttu.edu	Fax: 8067421805	
Member Citizen Hur Mr. Peter	N	4416 109th St Lubbock, TX 79424	,	Curr: 08/01/2015-08/01/2019 2nd: Ist:	Y
<i>Email:</i> peter@hurcapital.com	N	(806) 368-9884		Fax:	
Member Citizen Lansdell Mrs. Kendra	N	4407 8th Street Lubbock, Texas 79416	The Copy Outlet / Miss Social Butterfly 2402 Broadway Lubbock, Texas 79401	Curr: 08/28/2014-08/01/2018 2nd: Ist:	Y
<i>Email:</i> msocialbutterfly@gmail.com	N	(806) 799-4689	(806) 744-7772	Fax: (806) 741-1051	
	N	(806) 789-8587	msocialbutterfly@gmail.com		
Chair Citizen Massengale Ms. Stephanie	Y	4005 95th Street Lubbock, TX 79423	Advanced Graphix 520 23rd Street Lubbock, TX 79404	Curr: 08/01/2014-08/01/2018 2nd: 12/15/2010-08/01/2014 Ist:	Y
<i>Email:</i> stephanie@advancedgraphix.net	N	8067980237	8067449998	Fax: 8067442888	
	Y	8064386644	stephanie@advancedgraphix.net		
Member Citizen Prather Ms. Sammie	Y	4611 18th St Lubbock, TX 79416		Curr: 08/01/2013-08/01/2017 2nd: Ist:	Y
<i>Email:</i> scpeep@gmail.com	Y	8067954563		Fax:	
Member Citizen Seideman Mr. Jacob	Y	5809 94th Street Lubbock, TX 79424	GRACO Real Estate Development, Inc. P.O. Box 65207 Lubbock, TX 79464	Curr: 03/26/2015-08/01/2018 2nd: Ist:	Y

Confidential

Home

Business

*Reappt
Elig.*

Email:
jake.seideman@gmail.com

Y (806) 771-5780

8067459718

Fax:

Jake@GracoRealEstate.com

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	78.6%	88.9% (8)
Hispanic	32.6%	27.6%	9.8%	0.0% (0)
African-American	8.7%	7.4%	8.3%	11.1% (1)
Other	3.7%	4.0%	3.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	72.6%	88.9% (8)
Female	51.5%	53.0%	27.4%	11.1% (1)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	17.3%	8.3%	0.0% (0)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	11.1% (1)
District 4	17.0%	16.7%	19.6%	0.0% (0)
District 5	16.7%	17.8%	34.0%	55.6% (5)
District 6	17.3%	16.4%	18.2%	33.3% (3)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:

Promotes social welfare of the City through retaining and expanding jobs and businesses, attracting new industry and businesses, promoting long-term employment opportunities, and promoting and developing industrial and manufacturing enterprises, and promoting the common good and general welfare of the people of the City.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Collins, Tim (M,A,6)	100%	Y	Reappoint
Gilbreath, Jim (M,A,6)	83%	Y	Reappoint
Henry, Sandy (F,A,3)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Tim Collins and Jim Gilbreath

To replace Sandy Henry:

Shannon Elrod (F,A,5) United Supermarkets
 Regina Johnston (F,A,5) Robison, Johnston, & Patton LLP.
 Connie Wharton (F,A,6)

Boards & Commissions Admin Site

Application #: 1740 Entry Date: 9/10/2009 Active? Last Login Date: 11/1/2013 [<< Application List](#)

Email:

[Change Email](#)

Citizens

Personal Information

[Edit](#)

Backend/Internal Users

Name: Ms. Connie Wharton Nick Name: District: 6

Address: 4708 16th Street, Lubbock, TX 79416 Phone: 8067959084 (home) 8065355374 (cell)

Demographic Information

[Edit](#)

Registered Voter: YES Resident of Lubbock: 42 year(s)

Ethnic Background: Anglo Gender: Female Age: 50-59

Work Information

[Edit](#)

Occupation: Work Email: connie.wharton@gmail.com Fax Number: Business Telephone:

Business Name: Business Address:

Experience and education or interest:

[Edit](#)

NONE

Prior service on a Board and/or Commission for the City of Lubbock:

[Edit](#)

NONE

Boards Preference

[Add Preference](#)

Pref #	Board	Qualification	
1	Oil & Gas Citizen Advisory Committee	LBB CITIZEN/LAH PROPERTY OWNER	Edit

Reason that may cause a conflict of interest:

[Edit](#)

NONE

Contracts or perform services with the City of Lubbock:

[Edit](#)

NONE

Reference

[Add Reference](#)

Ref #	First Name	Last Name	Daytime Phone	Business Phone
No records to display.				

Agreement:

Agree to have the information entered in The Volunteer Center of Lubbock Agency Board Bank

Areas of Interest:

[Edit](#)

Referred By:

Jim Gilbreath

[Edit](#)

Current Service:

Lake Alan Henry Board of Appeals

Add To Board

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 9/9/2015

Lubbock Economic Development Alliance, Inc

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
09/09/2014	Barnes	Nitra	F	A	50-59	Accounting Manager	City Transit Management dba Citibus	4
09/29/2014	Cheatham	Scott	M	A	50-59	Account Executive	Control Technologies, Inc.	3
07/22/2015	Devroe	Bernard	M	AA	40-49	Network Engineer	NTS Communications	5
11/18/2014	Elrod	Shannon	F	A	30-39	Director of Talent Management	United Supermarkets	5
12/01/2014	Johnston	Regina	F	A	50-59	CPA	Robison, Johnston & Patton LLP	5
03/04/2014	Mendoza	Jesus	M	H	30-39	commercial lender	First Bank & Trust	6
09/22/2014	St.Clair	Christopher	M	A	40-49	Executive Vice President	United Supermarkets, LLC	5
06/10/2015	Williams	Thomas	M	A	30-39	EVP/CFO	Alliance Federal Credit Union	5
Second Preference								
06/29/2015	Bartee	Brandon	M	A	30-39	Director and General Counsel	Osteogenics Biomedical, Inc.	
07/23/2014	Benton	Jack	M	A	60+	retired		6
09/09/2014	Jackson	Mike	M	A	40-49	Commercial Banker	Happy State Bank	5
06/15/2015	Rose	Joe	M	A	60+	Consultant	Rosetta Partners, LLC	3
08/26/2015	Uryasz	Steve	M	A	50-59	VP Banking	First United Bank	5
Third Preference								
07/07/2015	Ashburn	Lasey	F	A	18-29	Commerical Lender	FirstCapital Bank	6
01/25/2015	Delony	John	M	A	30-39	Administrator, Instructor	Texas Tech School of Law, TTU, LCU	
12/16/2014	Keister	Heather	F	A	30-39	Civil Engineer	Freese and Nichols	5
09/12/2014	Lauer	Chris	M	A	30-39	Regional Manager	HB Construction	5
06/25/2014	McDowell	C. Brett	M	A	30-39	Executive Vice President	Centennial Bank	4
11/25/2013	Wells	Craig	M	A	60+	Vp Business Development	Happy State Bank	4
Fourth Preference								
04/28/2015	Quintanilla	David	M	H	40-49			4
03/04/2015	Seybert	Miles	M	A	18-29	Banker	First United Bank	
03/21/2013	Smith	Peter	M	A	30-39	Banker	Happy State Bank	4
Fifth Preference								
09/17/2014	Childs	Julie	F	A	40-49	Commercial Realtor	RE/MAX Commercial Real Estate	5
08/01/2015	Mead	Olivia	F	A	18-29	Nanny		4

City of Lubbock
Board and Commission Recruiting Database

Updated: 9/9/2015

Lubbock Economic Development Alliance, Inc

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
---------------------	------------------	-------------------	-------------------	---------------------------	------------	-------------------	-----------------	-----------------

Sixth Preference

05/27/2015	Dickerson	Brent	M	A	30-39	Certified Financial Planner	Trinity Wealth Management	5
------------	-----------	-------	---	---	-------	-----------------------------	---------------------------	---

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			Collins Tile LLP	<i>Curr:</i> 12/17/2012-10/01/2015	Y
Collins	N	311 York Avenue	4715 Clovis Hwy	<i>2nd:</i>	
Mr. Timothy		Lubbock, TX 79416	Lubbock, TX 79416	<i>Ist:</i>	
<i>Email:</i>	N	(806) 793-4576		<i>Fax:</i> (806) 747-1982	
timcollins@collinstile.com	N	(806) 789-7738	timcollins@collinstile.com		
Member			Small Business	<i>Curr:</i> 10/01/2014-10/01/2017	Y
Member	N	5111 Itasca Street	Administration	<i>2nd:</i> 05/23/2013-10/01/2014	
Davis		Lubbock, TX 79414	1205 Texas Avenue	<i>Ist:</i>	
Mr. Calvin			Lubbock, Tx 79401		
<i>Email:</i>	N	8067448138	8064727462	<i>Fax:</i> 8064727489	
calvin.davis@sba.gov			calvin.davis@sba.gov		
Member			PlainsCapital	<i>Curr:</i> 10/01/2013-10/01/2016	N
	Y	4615 102nd Street	5010 University Avenue	<i>2nd:</i> 10/28/2010-10/01/2013	
Eubank		Lubbock, TX 79424	Lubbock, TX 79423	<i>Ist:</i>	
Mr. Les					
<i>Email:</i>	Y	(806) 794-4918	(806) 791-7253	<i>Fax:</i>	
leubank@plainscapital.com	Y	(806) 789-6776	leubank@plainscapital.com		
Member			Gilbreath Property Co.,	<i>Curr:</i> 10/01/2012-10/01/2015	Y
	N	4603 5th Street	L.C.	<i>2nd:</i>	
Gilbreath		Lubbock, TX 79416	624 27th Street	<i>Ist:</i>	
Mr. James			Lubbock, TX 79416		
<i>Email:</i>	N	(806) 791-3502	Gilbreath Prop	<i>Fax:</i>	
jogjr@sbcglobal.net	N	(806) 787-6051	jogjr@sbcglobal.net		
Member			Pro Petroleum/Rip Griffin	<i>Curr:</i> 10/01/2014-10/01/2017	Y
Member	Y	4601-10th st.	Companies	<i>2nd:</i>	
Griffin		Lubbock, Texas 79416	4710-10th st.	<i>Ist:</i>	
Mr. Marcus			Lubbock, Texas 79416		
<i>Email:</i>	Y	(806) 797-3185	(806) 796-5719	<i>Fax:</i> (806) 795-6574	
mgriffin@ripgriffin.com	Y	(806) 789-0583	mgriffin@ripgriffin.com		
Member			Science Spectrum	<i>Curr:</i> 10/01/2012-10/01/2015	N
Member	N	3302 43rd Street	2579 South Loop 289,	<i>2nd:</i> 10/01/2009-10/01/2012	
Henry		Lubbock, TX 79413	Suite 250	<i>Ist:</i>	
Mrs. Sandy			Lubbock, TX 79423		
<i>Email:</i>	N	8067992042	8067481040	<i>Fax:</i> 8067451115	
sandy@sciencespectrum.org			sandy@sciencespectrum.org		
Member				<i>Curr:</i> 10/01/2014-10/01/2017	Y
Member	Y	4614 103rd Street		<i>2nd:</i> 01/10/2013-10/01/2014	
Nail		Lubbock, TX 79424		<i>Ist:</i>	
Mr. Lance					
<i>Email:</i>	Y	8063685453	8068341300	<i>Fax:</i> 8067421572	
lance.a.nail@gmail.com			lance.nail@ttu.edu		
Member				<i>Curr:</i> 12/04/2014-10/01/2016	Y
Member	Y	4510 102nd Street	,	<i>2nd:</i>	
Orr		Lubbock, TX 79414		<i>Ist:</i>	
Mr. Barry					
<i>Email:</i>	Y	8067945599	8067880800	<i>Fax:</i>	
Vice Chair			1600 Broadway	<i>Curr:</i> 10/01/2013-10/01/2016	N
	Y	4621 91st Street	4412 74th Street B100	<i>2nd:</i> 10/01/2010-10/01/2013	
Sharbutt		Lubbock, TX 79424	Lubbock, TX 79424	<i>Ist:</i> 04/01/2009-10/01/2010	
Mr. David					

Confidential

Home

Business

*Reappt
Elig.*

Email:
dsharbutt@zona.net

Y **8067830133**
Y **8064387707**

Fax:

dsharbutt@zona.net

LUBBOCK WATER ADVISORY COMMISSION

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	78.6%	77.8% (7)
Hispanic	32.6%	27.6%	9.8%	22.2% (2)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	72.6%	77.8% (7)
Female	51.5%	53.0%	27.4%	22.2% (2)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	17.3%	8.3%	11.1% (1)
District 2	16.4%	15.2%	4.8%	11.1% (1)
District 3	16.3%	16.6%	12.5%	11.1% (1)
District 4	17.0%	16.7%	19.6%	44.4% (4)
District 5	16.7%	17.8%	34.0%	0.0% (0)
District 6	17.3%	16.4%	18.2%	22.2% (2)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:

Advisory board assists the City Council in reviewing acquisition and utilization of water resources, conservation, reuse of water resources, operating budgets, facilities and infrastructure needs, regional water needs, water and wastewater rates and fees, long-range water and wastewater planning efforts, and other water and wastewater related matters as designated by the City Council.

REQUIREMENTS: The Commission will consist of nine members, who shall be comprised of: a present or former member of the board of directors of Brazos River Authority; a present or former member of the board of directors of Canadian River Municipal Water Authority; a present or former member of the board of directors of High Plains Underground Water Conservation District #1; a present or former member of the board of directors of Llano Estacado Regional Water Planning Group; and five members-at-large.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Whitlock, Mandy (F,H,2)	Citizen	N/A	N/A	Declined/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Mandy Whitlock:

- Melanie Barnes (F,A,3) Texas Tech University
- Glenn Patton¹ (M,A,3)

¹ Mr. Patton did not select Lubbock Water Advisory Committee as a preference.

Boards & Commissions Admin Site

Application #: 1901 Entry Date: 11/9/2010 Active? Last Login Date: 1/22/2015 [<< Application List](#)

Email: [Change Email](#)

Citizens [Edit](#)

Backend/Internal Users [Edit](#)

Personal Information

Name: Mr. Glenn R. Patton Nick Name: District: 3

Address: 3707 23rd Street, Lubbock, TX 79410 Phone: 8067992926 (home) 8067897305 (cell)

Demographic Information [Edit](#)

Registered Voter: YES Resident of Lubbock: 30 year(s)

Ethnic Background: Anglo Gender: Male Age: 50-59

Work Information [Edit](#)

Occupation: Work Email: Fax Number: Business Telephone:

Business Name: Business Address: Lubbock, TX

Experience and education or interest: [Edit](#)

Zoning Board of Adjustments Leadership Lubbock Class 2002-2003, Steering Committee=2006-2007, 2007. 2008. City of Lubbock 2008 \$300M Bond Committee

Prior service on a Board and/or Commission for the City of Lubbock: [Edit](#)

Zoning Board of Adjustments (Officer of City Status)

Boards Preference

Pref #	Board	Qualification	Edit	X
1	Planning and Zoning Commission	Lubbock Residents & Real Property Tax Payer	Edit	X
2	Building Board of Appeals	Lubbock Resident	Edit	X
3	Reese Redevelopment Authority	City Appointees as recommended by Reese Redevelopment Authority County Commissioner Appointee	Edit	X
4	Canadian River Municipal Water Authority	Qualified voter & property owning tax payer in the city of Lubbock	Edit	X
5	Lake Alan Henry Board of Appeals	Lubbock Resident	Edit	X
6	Animal Services Advisory Board	Lubbock Resident	Edit	X

Reason that may cause a conflict of interest: [Edit](#)

NONE

Contracts or perform services with the City of Lubbock: [Edit](#)

NONE

Reference

Ref #	First Name	Last Name	Daytime Phone	Business Phone	Edit	X
1	Glen	Robertson			Edit	X

Ref #	First Name	Last Name	Daytime Phone	Business Phone		
2	Bill	Howerton			Edit	
3	Floyd	Price			Edit	

Agreement:

Agree to have the information entered in The Volunteer Center of Lubbock Agency Board Bank

Areas of Interest:

[Edit](#)

Animal, Community Planning, Environment, Homelessness, Housing

Referred By:

[Edit](#)

Randy Henson

Current Service:

[Add To Board](#)

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 8/25/2015

Lubbock Water Advisory Commission

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
09/09/2014	Burch	Douglas	M	A	40-49	CEO	Venture Connected, LLC	5
06/09/2009	Clark	Timothy	M	A	40-49	CADD Tech	Parkhill, Smith & Cooper	3
09/11/2014	Isom	Travis	M	A	18-29	Manager	Isom Company	3
Second Preference								
05/13/2010	Bruegel	Jon	M	A	18-29			4
08/13/2013	Schmidt	Karla	F	A	50-59			5
Third Preference								
09/29/2014	Cheatham	Scott	M	A	50-59	Account Executive	Control Technologies, Inc.	3
05/01/2006	Coulter	Murray	M	A	60+		Retired Educator	4
05/01/2006	Davis	Edwin	M	A	50-59	Civil Engineer	Parkhill, Smith & Cooper	5
04/28/2015	Davis	Jason	M	A	30-39	Vice President - Bank Software	PlainsCapital Bank	4
08/25/2014	Tracy	Monica	F	H	30-39	Investigator	(806) 543-7279	2
Fourth Preference								
09/10/2014	Hardman	Brittain	M	A	60+	Retired		6
12/16/2014	Keister	Heather	F	A	30-39	Civil Engineer	Freese and Nichols	5
05/13/2008	Preston	Brent	M	A	18-29		1800JunkMax, RE Broker	4
11/09/2010	Wiggins	Gary	M	A	60+			3
Fifth Preference								
04/09/2010	Williams	Herbert	M	AA	40-49	Correctional Officer IV	TX Dept of Criminal Justice	2
Sixth Preference								
01/25/2015	Delony	John	M	A	30-39	Administrator, Instructor	Texas Tech School of Law, TTU, LCU	
03/04/2015	Seybert	Miles	M	A	18-29	Banker	First United Bank	

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member BRA Brady Mr. Zachary	Y	3223 23rd Street Lubbock, TX 79410	Brady & Hamilton, LLP 1602 13th Street Lubbock, TX 79401	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> 08/01/2012-08/01/2014 <i>Ist:</i> 08/26/2010-08/01/2012	Y
<i>Email:</i> zach@bhlawgroup.com	Y	8067851201	zach@bhlawgroup.com	<i>Fax:</i> (806) 771-3750	
Chair CRMWA Collins Mr. James	Y	#2 Tuscan Villa Circle Lubbock, TX 79423	Perdue, Brandon.. 1204 Ave R, Ste 200 Lubbock, TX 79401	<i>Curr:</i> 08/01/2015-08/01/2017 <i>2nd:</i> 08/01/2013-08/01/2015 <i>Ist:</i> 08/01/2011-08/01/2013	Y
<i>Email:</i> jcollins@pbfc.com	Y	8067893506	8067445091 jcollins@pbfc.com	<i>Fax:</i> 8067449953	
Member Citizen House Mr. Jay	Y	3916 100th Street Lubbock, TX 79423	Happy State Bank 4402 19th Street Lubbock, TX 79407	<i>Curr:</i> 08/01/2015-08/01/2017 <i>2nd:</i> 08/01/2013-08/01/2015 <i>Ist:</i>	Y
<i>Email:</i> jaychouse@att.net	Y	8066986120	8067942265	<i>Fax:</i>	
	Y	8064706163	jhouse@happybank.com		
Member Citizen Maunder Dr. A. Bruce	Y	4511 9th St Lubbock, TX 79416	National Sorghum Producers 4201 N. Interstate 27 Lubbock, TX 79403	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> 08/01/2012-08/01/2014 <i>Ist:</i> 08/01/2010-08/01/2012	Y
<i>Email:</i> texasgreenbug@aol.com	Y	8067997018	8067493478 texasgreenbug@aol.com	<i>Fax:</i> 8067499002	
Member HPUWD McCain Mr. Carmon	N	8812 Elkridge Avenue Lubbock, TX 79423	High Plains Water District 2930 Avenue Q Lubbock, TX 79411	<i>Curr:</i> 08/01/2015-08/01/2017 <i>2nd:</i> 07/24/2014-08/01/2015 <i>Ist:</i>	Y
<i>Email:</i> info@hpwd.com	N	(806) 745-8565	(806) 762-0181	<i>Fax:</i> (806) 762-1834	
	N	(806) 786-9409	info@hpwd.com		
Member Llano Estacado Rainwater Dr. Ken	Y	3113 81st Street Lubbock, Texas 79423	Texas Tech University Box 41023 Lubbock, TX 79409	<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> 08/01/2012-08/01/2014 <i>Ist:</i>	Y
<i>Email:</i> ken.rainwater@ttu.edu	Y	8067457943	(806) 834-7775	<i>Fax:</i>	
	Y	8067893597	ken.rainwater@ttu.edu		
Vice Chair Citizen Sell Mr. George	N	4703 16th St Lubbock, TX 79416		<i>Curr:</i> 08/01/2015-08/01/2017 <i>2nd:</i> 08/01/2013-08/01/2015 <i>Ist:</i> 08/01/2011-08/01/2013	Y
<i>Email:</i> george.sell16@gmail.com	N	8067954668	8066741216 george.sell16@gmail.com	<i>Fax:</i>	
Member Citizen Trejo Mrs. Maggie	Y	3013 2nd Place Lubbock, TX 79415		<i>Curr:</i> 08/01/2014-08/01/2016 <i>2nd:</i> 08/01/2012-08/01/2014 <i>Ist:</i>	Y
<i>Email:</i> chr@suddenlinkmail.com	Y	8067623243		<i>Fax:</i>	
Member Citizen Whitlock Ms. Mandy	N	1913 76th Street Lubbock, TX 79423	Embassy Suites 5215 S.Loop 289 Lubbock, TX 79424	<i>Curr:</i> 08/01/2015-08/01/2017 <i>2nd:</i> <i>Ist:</i>	Y

Confidential

Home

Business

*Reappt
Elig.*

Email:
whitlock0716@att.net

N **8177071456**

8067764005 *Fax:*
mandy@pearlhospitality.com

MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	78.6%	90.0% (9)
Hispanic	32.6%	27.6%	9.8%	0.0% (0)
African-American	8.7%	7.4%	8.3%	10.0% (1)
Other	3.7%	4.0%	3.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	72.6%	80.0% (8)
Female	51.5%	53.0%	27.4%	20.0% (2)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	17.3%	8.3%	0.0% (0)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	10.0% (1)
District 4	17.0%	16.7%	19.6%	10.0% (1)
District 5	16.7%	17.8%	34.0%	50.0% (5)
District 6	17.3%	16.4%	18.2%	30.0% (3)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:

Creating, managing, operating and supervising programs and activities for the purpose of promoting, assisting and enhancing economic development within and around the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Collins, Tim (M,A,6)	Lubbock County	100%	Y	Reappoint
Gilbreath, Jim (M,A,6)	Lubbock County	83%	Y	Reappoint
Henry, Sandy (F,A,3)	Lubbock County	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Tim Collins and Jim Gilbreath

To replace Sandy Henry:

Shannon Elrod (F,A,5) United Supermarkets
 Regina Johnston (F,A,5) Robison, Johnston, & Patton LLP.
 Connie Wharton (F,A,6)

Boards & Commissions Admin Site

Application #: 1740 Entry Date: 9/10/2009 Active? Last Login Date: 11/1/2013 [<< Application List](#)

Email:

[Change Email](#)

Citizens

Personal Information

[Edit](#)

Backend/Internal Users

Name: Ms. Connie Wharton **Nick Name:** **District:** 6

Address: 4708 16th Street, Lubbock, TX 79416 **Phone:** 8067959084 (home) 8065355374 (cell)

Demographic Information

[Edit](#)

Registered Voter: YES **Resident of Lubbock:** 42 year(s)

Ethnic Background: Anglo **Gender:** Female **Age:** 50-59

Work Information

[Edit](#)

Occupation: **Work Email:** connie.wharton@gmail.com **Fax Number:** **Business Telephone:**

Business Name: **Business Address:**

Experience and education or interest:

[Edit](#)

NONE

Prior service on a Board and/or Commission for the City of Lubbock:

[Edit](#)

NONE

Boards Preference

[Add Preference](#)

Pref #	Board	Qualification	
1	Oil & Gas Citizen Advisory Committee	LBB CITIZEN/LAH PROPERTY OWNER	Edit

Reason that may cause a conflict of interest:

[Edit](#)

NONE

Contracts or perform services with the City of Lubbock:

[Edit](#)

NONE

Reference

[Add Reference](#)

Ref #	First Name	Last Name	Daytime Phone	Business Phone
No records to display.				

Agreement:

Agree to have the information entered in The Volunteer Center of Lubbock Agency Board Bank

Areas of Interest:

[Edit](#)

Referred By:

Jim Gilbreath

[Edit](#)

Current Service:

Lake Alan Henry Board of Appeals

Add To Board

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 9/9/2015

Market Lubbock Economic Development Corporation

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
12/19/2004	Campbell	Bill	M	A	40-49	Owner/Manager	Valentine's Building Services	4
05/01/2006	Coulter	Murray	M	A	60+		Retired Educator	4
03/01/2005	Derr	Richard	M	A	40-49	Territory Sales Mgr	Redball, L.L.C.	4
09/20/2005	Garcia	Thomas	M	H	30-39	Parole Officer - Supervisor	TDCJ - Parole Division	3
01/01/2007	Lewis	Sheri	F	A	40-49	Associate Director	TTU Student Media	4
	Lopez	Tammy	F	A	40-49			3
03/01/2008	McCoy	Gary	M	A	50-59	Banker	ABC Bank	5
06/16/2015	Medrano	Johnnie	M	H	30-39	Branch Manager	PlainsCapital Bank	5
03/01/2010	Mitchell	Bret	M	A	40-49		Queso's	4
10/20/2005	Palmer	Mike	M	A	40-49	Claims Specialist	JML-IRP	5
04/29/2008	Perkins	Terell	M	A		Computer Technician	Lubbock County Information Services	5
05/04/2005	Phelps	Mike	M	A	50-59	Commercial Banker	PlainsCapital Bank	5
04/10/2015	Raney	Robin	F	A	50-59	CEO	Goodwill Industries of Northwest Texas	5
01/15/2015	Ray	Harold	M	A	50-59	Asst Business Agent	IBEW Local Union 602	7
03/20/2013	Ritter	Christopher	M	A	30-39	Attorney	Lubbock County DA Office-Civil	4
10/02/2006	Saffell	Ted	M	A	50-59	Secretary-Treasurer	Module Truck Systems	6
08/13/2013	Schmidt	Karla	F	A	50-59			5
09/29/2008	Sullivan	Robert	M	A	18-29	Legal Clerk	Lubbock County - JP2	4
09/01/2006	Villalobos	Esteban	M	H		Tile Setter's apprentice	Custom Tiling	2
11/09/2010	Wiggins	Gary	M	A	60+			3

Second Preference

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 9/9/2015

Market Lubbock Economic Development Corporation

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
06/13/2013	Arnold	Peter	M	A	40-49	Owner	Arnold Enterprises of Lubbock	2
09/09/2014	Barnes	Nitra	F	A	50-59	Accounting Manager	City Transit Management dba Citibus	4
09/29/2014	Cheatham	Scott	M	A	50-59	Account Executive	Control Technologies, Inc.	3
05/22/2003	Clark	Rachel	F	H	18-29	Program Director	Guadalupe/Parkway Neighborhood Center	3
06/09/2009	Clark	Timothy	M	A	40-49	CADD Tech	Parkhill, Smith & Cooper	3
04/14/2010	Davis	Jon	M	A	40-49	Accountant	Capital Farm Credit	3
11/18/2014	Elrod	Shannon	F	A	30-39	Director of Talent Management	United Supermarkets	5
09/09/2014	Franklin	Patricia	F	A	60+	retired educator		5
12/01/2011	Frye	Kate	F	A	50-59			5
12/01/2014	Johnston	Regina	F	A	50-59	CPA	Robison, Johnston & Patton LLP	5
02/25/2010	Jones	Tommy	M	A	50-59	Sales	Firetrol Protection Systems	3
11/01/2010	Jordan	Carolyn	F	A	60+	Pastor	Christ United Methodist Church	5
05/08/2013	Lamb-Vines	Danna	F	A	50-59	Massage Therapist/ Personal Assistant	Blue Moon Massage	3
	Letalien	Anne	F	A	60+			4
07/08/2013	McKenzie	Robert	M	AA	50-59	President/CEO	Attitude Incorporated	4
05/09/2012	Meredith	Kent	M	AI		Assistant Vice President	United Spirit Arena	5
03/01/2008	Rautis	Mary	F	A	50-59	Registered Nurse	University Medical Center	4
10/24/2012	Ward	Jayla	F	A	18-29			3
09/05/2008	Warring	Steve	M	A	50-59			6
06/15/2009	Weil	Kelley	F	A	30-39	Senior Vice President, Human Resources	Plains Capital Bank	5

Third Preference

06/29/2015	Bartee	Brandon	M	A	30-39	Director and General Counsel	Osteogenics Biomedical, Inc.	
06/05/2013	Bean	Zachary	M	A	18-29	Physician Administrator	Arthritis & Osteoporosis Associates	5
07/23/2014	Benton	Jack	M	A	60+	retired		6
12/01/2011	de Riese	Cornelia	F	A	50-59		Comprehensive Family and Women's Healthcare	3
02/17/2014	Edwards	Carries	F	A	18-29	Assistant Professor	TTUHSC School of Nursing	7
09/10/2014	Hardman	Brittain	M	A	60+	Retired		6
11/01/2006	Huerta	Luis	M	H	40-49	Life Insurance Sales	AFLAC	5
11/02/2006	Lee	Hong	M	AI	60+		Retired Professor-TTU	5
01/18/2013	Powell	Joseph	M	A	30-39	Insurance	Scott Powell State Farm	5
	Whittenburg	Hank	M	A	40-49	Owner	Whittenburg Plumbing	4

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 9/9/2015

Market Lubbock Economic Development Corporation

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
Fourth Preference								
03/11/2013	Caffey	Ron	M	A	40-49	Owner	Comet Cleaners	5
04/28/2015	Davis	Jason	M	A	30-39	Vice President - Bank Software	PlainsCapital Bank	4
09/12/2014	Lauer	Chris	M	A	30-39	Regional Manager	HB Construction	5
06/25/2014	McDowell	C. Brett	M	A	30-39	Executive Vice President	Centennial Bank	4
09/09/2014	Parr	Charles	M	A	50-59	Banker	American National Bank	2
02/08/2010	Tidwell	Joseph	M	A	18-29	Project Manager	Tao Development Group	3
Fifth Preference								
01/25/2015	Delony	John	M	A	30-39	Administrator, Instructor	Texas Tech School of Law, TTU, LCU	
10/26/2009	Hail	Brian	M	A	30-39	Insurance Agent	Brian Hail State Farm	3
11/29/2012	Ogutu	Moses	M	AA	50-59	Physical Therapist Asst.		5
04/28/2015	Quintanilla	David	M	H	40-49			4
Sixth Preference								

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			Collins Tile LLP	<i>Curr:</i> 12/17/2012-10/01/2015	Y
Collins	N	311 York Avenue	4715 Clovis Hwy	<i>2nd:</i>	
Mr. Timothy		Lubbock, TX 79416	Lubbock, TX 79416	<i>Ist:</i>	
<i>Email:</i>	N	(806) 793-4576		<i>Fax:</i> (806) 747-1982	
timcollins@collinstile.com	N	(806) 789-7738	timcollins@collinstile.com		
Member			Small Business	<i>Curr:</i> 10/01/2014-10/01/2017	Y
Professional	N	5111 Itasca Street	Administration	<i>2nd:</i> 01/23/2014-10/01/2014	
Davis		Lubbock, TX 79414	1205 Texas Avenue	<i>Ist:</i>	
Mr. Calvin			Lubbock, Tx 79401		
<i>Email:</i>	N	8067448138	8064727462	<i>Fax:</i> 8064727489	
calvin.davis@sba.gov			calvin.davis@sba.gov		
Member			PlainsCapital	<i>Curr:</i> 10/01/2013-10/01/2016	N
	Y	4615 102nd Street	5010 University Avenue	<i>2nd:</i> 10/28/2010-10/01/2013	
Eubank		Lubbock, TX 79424	Lubbock, TX 79423	<i>Ist:</i>	
Mr. Les					
<i>Email:</i>	Y	(806) 794-4918	(806) 791-7253	<i>Fax:</i>	
leubank@plainscapital.com	Y	(806) 789-6776	leubank@plainscapital.com		
Member			Gilbreath Property Co.,	<i>Curr:</i> 10/01/2012-10/01/2015	Y
	N	4603 5th Street	L.C.	<i>2nd:</i>	
Gilbreath		Lubbock, TX 79416	624 27th Street	<i>Ist:</i>	
Mr. James			Lubbock, TX 79416		
<i>Email:</i>	N	(806) 791-3502	Gilbreath Prop	<i>Fax:</i>	
jogjr@sbcglobal.net	N	(806) 787-6051	jogjr@sbcglobal.net		
Member			Pro Petroleum/Rip Griffin	<i>Curr:</i> 10/01/2014-10/01/2017	Y
CEO	Y	4601-10th st.	Companies	<i>2nd:</i>	
Griffin		Lubbock, Texas 79416	4710-10th st.	<i>Ist:</i>	
Mr. Marcus			Lubbock, Texas 79416		
<i>Email:</i>	Y	(806) 797-3185	(806) 796-5719	<i>Fax:</i> (806) 795-6574	
mgriffin@ripgriffin.com	Y	(806) 789-0583	mgriffin@ripgriffin.com		
Member			Science Spectrum	<i>Curr:</i> 10/01/2011-10/01/2014	N
	N	3302 43rd Street	2579 South Loop 289,	<i>2nd:</i> 10/01/2009-10/01/2011	
Henry		Lubbock, TX 79413	Suite 250	<i>Ist:</i>	
Mrs. Sandy			Lubbock, TX 79423		
<i>Email:</i>	N	8067992042	8067481040	<i>Fax:</i> 8067451115	
sandy@sciencespectrum.org			sandy@sciencespectrum.org		
Member			MCM Elegante	<i>Curr:</i> 10/01/2014-10/01/2017	Y
Hotel/Motel Industry Rep.	Y	10609 Boston Ave	801 Avenue Q	<i>2nd:</i>	
Murray		Lubbock, Texas 79423	Lubbock, Texas 79401	<i>Ist:</i>	
Mrs. Kristin					
<i>Email:</i>	Y	(806) 441-5916	(806) 763-1200	<i>Fax:</i> (806) 741-0421	
kmurray@mcmelegante.com	Y	(806) 441-5916	kmurray@mcmelegante.com		
Member				<i>Curr:</i> 10/01/2014-10/01/2017	Y
Professional Experience	Y	4614 103rd Street		<i>2nd:</i> 01/10/2013-10/01/2014	
Nail		Lubbock, TX 79424		<i>Ist:</i>	
Mr. Lance					
<i>Email:</i>	Y	8063685453	8068341300	<i>Fax:</i> 8067421572	
lance.a.nail@gmail.com			lance.nail@ttu.edu		
Member				<i>Curr:</i> 12/04/2014-10/01/2016	Y
Professional	Y	4510 102nd Street	,	<i>2nd:</i>	
Orr		Lubbock, TX 79414		<i>Ist:</i>	
Mr. Barry					

Confidential

Home

Business

*Reappt
Elig.*

Email: Y 8067945599 8067880800 *Fax:*

Vice Chair Y **4621 91st Street** **1600 Broadway** *Curr:* 10/01/2013-10/01/2016 **N**

Sharbutt Y **4621 91st Street** **4412 74th Street B100** *2nd:* 10/01/2010-10/01/2013
Mr. David **Lubbock, TX 79424** **Lubbock, TX 79424** *1st:* 04/01/2009-10/01/2010

Email: Y 8067830133 *Fax:*
dsharbutt@zona.net Y 8064387707 dsharbutt@zona.net

Quincy Park PID Advisory Board

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	78.6%	100.0% (5)
Hispanic	32.6%	27.6%	9.8%	0.0% (0)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	72.6%	100.0% (5)
Female	51.5%	53.0%	27.4%	0.0% (0)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	17.3%	8.3%	0.0% (0)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	0.0% (0)
District 4	17.0%	16.7%	19.6%	0.0% (0)
District 5	16.7%	17.8%	34.0%	100.0% (5)
District 6	17.3%	16.4%	18.2%	0.0% (0)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE: Advisory board to make recommendations to the City Council on the service plan and other plans for the Quincy Park Public Improvement District. **Members must be owners or representatives of property owners within the district.**

APPOINTMENT INFORMATION:

<u>Member Name & Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Berry, Chris (M,A,5)		Y	Reappoint
Jasinski, Bruce (M,A,5)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS & QUINCY PARK PID

ELECTION RESULTS:

To reappoint Chris Berry

To replace Bruce Jasinski:

Alan Powell

City of Lubbock, TX
Finance Department
Quincy Park Public Improvement District
Advisory Group Voting Results

Total Quincy Park PID lots: 565
Total Ballots Returned: 323

Nominations and Voting Results for Advisory Group

Name	Number of Votes
CHRIS BERRY - Betenbough	159
ALAN POWELL - Betenbough	158
ALFONSO SANCHEZ	2
BROCK BAKER	2
JOEY GARCIA - Betenbough	1
BRANDON HAYES - Betenbough	1
DAVID BARBER	0
KAY KIRKPATRICK	0
JAMES MOORE	0

Thomas H. Harris III

From: Danielle Whitfill
Sent: Friday, August 28, 2015 2:39 PM
To: Thomas H. Harris III
Cc: Linda Chamales
Subject: FW: Quincy Park PID Board

Would this work to remove his name from the list of nominees that goes to Council as backup for the appointments?

Thanks,
Danielle

From: Brock Baker [mailto:brockb@betenbough.com]
Sent: Friday, August 28, 2015 1:07 PM
To: Danielle Whitfill <DWhitfill@mail.ci.lubbock.tx.us>
Subject: Quincy Park PID Board

Please withdraw my name from the list of nominees.

Thanks

Brock Baker
Betenbough Homes
General Manager
6305 82nd Street | Lubbock, TX 79424
o 806.797.9494 | betenbough.com

City of Lubbock
Board and Commission Recruiting Database

Updated: 9/9/2015

Quincy Park Public Improvement District Advisory Board

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
11/01/2006	Ward	Deirdre	F	A	40-49	CPS Caseworker	TDPFS	6
Second Preference								
01/15/2015	Astorga	Angelica	F	H	30-39		City of Lubbock/Community Development	5
09/29/2008	Sullivan	Robert	M	A	18-29	Legal Clerk	Lubbock County - JP2	4
Third Preference								
	Lopez	Tammy	F	A	40-49			3
03/07/2011	Noonan	Bill	M	A	40-49	Architect	Parkhill, Smith, and Cooper	4
Fourth Preference								
Fifth Preference								
Sixth Preference								

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Vice Chair				<i>Curr:</i> 10/01/2013-10/01/2016	Y
District Rep	Y	16910 91st Street		<i>2nd:</i>	
Barrow		Lubbock, TX 79424		<i>Ist:</i>	
Mr. Gary				<i>Fax:</i>	
<i>Email:</i>	Y	8067024220			
igwbar@suddenlink.net	Y	4325288250			
Chair			Betenbough Homes	<i>Curr:</i> 10/01/2013-10/01/2015	Y
District Rep	Y	9311 Ross Ave	6305 82nd Street	<i>2nd:</i>	
Berry		Lubbock, TX 79424	Lubbock, Texas 79424	<i>Ist:</i>	
Mr. Chris				<i>Fax:</i>	
<i>Email:</i>	N	(806) 789-9558	(806) 797-9494		
chrisb@betenbough.com	N	(806) 789-9558	chrisb@betenbough.com		
Member				<i>Curr:</i> 10/01/2013-10/01/2015	Y
District Rep	Y	9103 Ridgely Ave		<i>2nd:</i>	
Jasinski		Lubbock, TX 79424		<i>Ist:</i>	
Mr. Bruce				<i>Fax:</i>	
<i>Email:</i>	Y	8067852205			
cbjasi@gmail.com	Y	7852232205			
Member			Elsevier	<i>Curr:</i> 10/01/2013-10/01/2016	Y
District Rep	N	6916 89th Street	3251 Riverport Lane	<i>2nd:</i>	
Pierce		Lubbock, TX 79424	Maryland Heights, MO	<i>Ist:</i>	
Mr. Eric			63043	<i>Fax:</i>	
<i>Email:</i>	Y	8062810701			
ericcolepierce@hotmail.com					
Member			Betenbough Homes	<i>Curr:</i> 10/01/2013-10/01/2016	Y
District Rep	Y	9305 Ross Avenue	6305 82nd Street	<i>2nd:</i>	
Stolp		Lubbock, TX 79424	Lubbock, TX 79424	<i>Ist:</i>	
Mr. Tyler				<i>Fax:</i>	
<i>Email:</i>	Y	8060000000	8067979494		
tys@betenbough.com	Y	8065480843	tys@betenbough.com		