City of Lubbock, Texas
Regular City Council Meeting
Thursday, April 28, 2016

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
Latrelle 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.

1:30 p.m. -- City Council convenes in work session in Room 103 in City Hall to consider items 1.-1.1. At the completion of the work session, City Council then recesses into executive session to consider items 2.-2.3.3.

5:15 p.m. -- City Council reconvenes in open session in City Hall Council Chambers to consider items 3.-7.21.

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 by representatives of RBC Capital Markets as to final pricing results for the 2016 debt offering, and award of the sale thereof, of: 1) City of Lubbock, Texas Electric Light & Power System Revenue Bonds, Series 2016; 2) City of Lubbock, Texas Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2016; and 3) City of Lubbock, Texas General Obligation Refunding Bonds, Series 2016.

2. **Executive Session**

2. 1. 1. Hold an executive session in accordance with Texas Government Code 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Junked Vehicle Compliance Board and Zoning Board of Adjustment.

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

2. 2. 1. Briefing on provisions of Chapter 28 of the City of Lubbock Code of Ordinances.

2. 2. 2. *United States of America v. City of Lubbock, Texas* filed in the Northern District of Texas, Lubbock Division, Civil Action No: 5:15-cv-234

2. 2. 3. No. 3094-2013- In the Municipal Court of the City of Lubbock, Texas - *City of Lubbock v. 1913 Baylor Avenue.*

2. 2. 4. Discuss Chapter 43 and Section 212.172 of the Texas Local Government Code in regard to annexation.

2. 2. 5. Discuss Attorney General Opinion Number OR2013-17487

2. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:

2. 3. 1. City Attorney

2. 3. 2. City Manager

2. 3. 3. City Secretary

3. **Proclamations and Presentations**

3. 1. Invocation by Reverend Adna Bean, Bethel African Methodist Episcopal Church

3. 2. Pledges of Allegiance

3. 3. Presentation of a Special Recognition of National Travel and Tourism Week, May 1-7, 2016.

3. 4. Presentation of recognition to LISD students Elizar Cruz, Matthew Chavez, and Dornell Moore for their heroic efforts to rescue a City worker at Mae Simmons Park.

3. 5. **Board Recognitions:**

Animal Services Advisory Board:
Rhonda Marett

Appointments Advisory Board:
Deborah Deary

Civic Lubbock, Inc. Board of Directors:
Kathy Horkey-Wolff

Community Development and Services Board:
Byrnie Bass

Junked Vehicle Compliance Board:
Christina Martinez

Keep Lubbock Beautiful Advisory Committee:
Jonathan Motsinger

Lake Alan Henry Board of Appeals:
Martin Gill
Jeff Jones

Park and Recreation Board:
John Forburger II
Michael Zant

Urban Renewal and Neighborhood Redevelopment Commission:
Lindi Stapp

Veterans Advisory Committee:
Britt Gorrall

Water Board of Appeals:
Joe Killgore
Robert Valdez

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

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

Public Comments Sign-Up Form

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

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

See the Supplemental Citizen Comment Agenda.

5. **Minutes**

5. 1. March 24, 2016 Regular City Council Meeting
March 28, 2016 Special City Council Meeting

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

6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2016-O0058 Amendment 20 amending the FY 2015-16 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

6. 1. 1. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 12721 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.

6. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2016-O0057 Amendment 19 amending the FY 2015-16 budget for municipal purposes respecting the Lubbock Power and Light (LP&L) capital program to amend Capital Improvement Project (CIP) 92141, Substation Relay Upgrade; CIP 92273, Substation Land Acquisition; CIP 92320, Substation Breaker Replacements; CIP 92330, 69kV Transmission Line Reconductoring; CIP 92383, Mobile Substation; CIP 92403, 69kV Line Rebuild – Thompson to Vicksburg; CIP 92404 115kV Line Construction – Northwest to Mackenzie; CIP 92405, 69kV Line Rebuild – Chalker to Thompson; CIP 92406, 69kV Line Rebuild – Chalker to Oliver; CIP 92407, Southeast Substation Autotransformer; CIP 92408, 69kV Capacitor Upgrade – Vicksburg; CIP 92409 69kV Capacitor Upgrade – Chalker; CIP 92410, 69kV Capacitor Upgrade – Slaton; CIP 92413, Massengale Station – Medium Term; providing for filing; and providing for a savings clause.

6. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 22 amending the FY 2015-16 budget for municipal purposes respecting the North Point Public Improvement District (PID) Special Revenue Fund; providing for filing; and providing for a savings clause.

6. 4. **Ordinance Amendment 1st Reading - Finance:** Consider an ordinance amending Ordinance 2015-O0067 in regard to the North Point Public Improvement District Revised 2015 Service and Assessment Plan by updating the Revised 2015 Service and Assessment Plan to increase the appropriated capital outlay for the purpose of the construction of a walking track; providing a savings clause; and providing for publication.

6. 5. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 21 amending the FY 2015-16 budget for municipal purposes respecting the grant fund to accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Selective Traffic Enforcement Program (STEP) grant; providing for filing; and providing for a savings clause.

6. 6. **Ordinance 2nd Reading - Right-of-Way:** Consider an Ordinance 2016-O0055 abandoning and closing a portion of an underground water line easement located in Section 5, Block E-2, Lubbock County, Texas.

6. 7. **Ordinance 1st Reading - Right-A-Way:** Consider an ordinance abandoning and closing a portion of 135th Street that was dedicated as a future street stub located in Section 4, Block AK, Lubbock County, Texas, which is located between Orlando Avenue and Norfolk Avenue.

6. 8. **Ordinance 2nd Reading - Stormwater Engineering:** Ordinance 2016-O0056 amending Chapter 22, Stormwater Regulations, of the Lubbock Code of Ordinances, providing for the amendment of such code regarding enforcement.

6. 9. **Resolution - Stormwater Engineering:** Consider a resolution authorizing the Mayor to execute Amendment 2 on Professional Services Contract 12041 with Parkhill, Smith and Cooper, Inc., to provide professional engineering services for design and bid phase services for Phase 2 of the Northwest Lubbock Drainage Improvements Project 2014-R0314.

6. 10. **Resolution - Utility and Street Maintenance:** Consider a resolution authorizing the Mayor to execute a cost sharing and reimbursement agreement with Betenbough Homes, Inc. and the Frenship Independent School District for additional pavement construction on Upland Avenue.

6. 11. **Resolution - Utility and Street Maintenance:** Consider a resolution authorizing the Mayor to execute Change Order 1 with West Texas Paving for the Upland Avenue Mill and Re-Surface Project.

6. 12. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 12733 with Utility Contractors of America, Inc., for the construction of Major Sanitary Sewer Mains Rehabilitation Phase 1 Project, RFP 16-12733-TF.

6. 13. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 12843 professional services agreement with Lockwood, Andrews & Newnam, (LAN) Inc. for Major Sanitary Sewer Mains Rehabilitation Project – Phase 1 and 1A Construction Phase Services, and Phase 1A and 2 Design and Bid Phase Services.

6. 14. **Resolution - Water Resources:** Consider a resolution authorizing the Mayor to execute a Research and Demonstration Project Grant Funding Agreement with the High Plains Underground Water Conservation District 1 (HPWD) for financial assistance associated with a brackish groundwater supply evaluation project.

6. 15. **Resolution - Water Resources:** Consider a resolution authorizing the Mayor to execute professional services agreement 12855 with HDR Engineering, Inc. for engineering services related to test well design, construction oversight and the evaluation of brackish groundwater as a potential water supply.

6. 16. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12636 with Tecta America-CS, LLC., for the Silent Wings Museum roof replacement and weatherproofing, RFP 16-12636-JM.

6. 17. **Resolution – Telecommunication:** Consider a resolution authorizing the Mayor to execute contract 12615 with Lubbock Radio Paging Service, Inc. dba Stenocall for pager services, RFP 16-12615-DGB.

6. 18. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 33000711 with Dell Marketing LP, for the purchase of rugged tablets, mounting hardware and accessories for the Lubbock Police Department, Water Department and Lubbock Power and Light.

6. 19. **Resolution - GIS and Data Services:** Consider a resolution authorizing the Mayor to execute a contract with Bohannon Huston Inc., for digital orthophotography and related services, RFP 16-12719-MA.

6. 20. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31027024 with Bruckner Truck Sales of Lubbock, Texas, for one roll-off container assembly mounted on a 3-axle truck chassis, ITB 16-12752-SS.

6. 21. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute a contract with Gorman Outdoor Inc. for fertilization for various parkland properties, ITB 16-12772-KK.

6. 22. **Resolution - Health:** Consider a resolution authorizing and directing the Mayor to execute an amendment to Contract 2016-001284-00 and any associated documents with the State of Texas acting by and through its Department of State Health Services in regard to grant funding for services or goods to improve local public health emergencies.

6. 23. **Resolution - Community Development:** Consider a resolution to petition U. S. Department of Housing and Urban Development (HUD) for an exception regarding the potential conflict of interest between Assistant City Manager Bill Howerton and Guadalupe-Parkway Sommerville Centers (GPSC).

6. 24. **Resolution - Community Development:** Consider a resolution to discuss and vote on recommendations made by the Community Development Service Board (CDSB) to reallocate Community Development Block Grant funds (CDBG) administered by U. S. Department of Housing and Urban Development (HUD).

6. 25. **Resolution - Citibus:** Consider a resolution authorizing the Mayor to execute contract 12631 with Seon Systems for Citibus transit and paratransit van security camera systems, RFP 16-12631-TF.

6. 26. **Resolution - Citibus:** Consider a resolution authorizing the Mayor to execute contract 12791 with JNI Contractors for the manufacture and installation of bus shelters for Citibus, ITB 16-12791-TF.

6. 27. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute contract 12761 with CEC Services, Inc. dba Cutting Edge Lawn Service, for landscape maintenance services at Lubbock Preston Smith International Airport, ITB 16-12761-KK.

6. 28. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute contract 12744 with Allison Enterprises dba Kleen Air Filter Services & Sales for the HVAC Air Filter Service at Lubbock Preston Smith International Airport, ITB 16-12744-TF.

6. 29. **Resolution - Print Shop:** Consider a resolution authorizing the Mayor to execute a lease agreement, contract 12828, with Xerox Corporation for digital reproduction equipment.

7. **Regular Agenda**

7. 1. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3282, a request of Kirk Schneider, for Mary Dean Bloomer, for a zoning change from R-1 to C-4 on 1.13 acres of unplatted land out of Block D6, Section 3, 9420 19th Street, and consider an ordinance.

7. 2. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3047-P, a request of James Rasmussen, for N.S.H.E. TX Vernon, LLC, for a zoning change from GO to C-2A Specific Use, Tract E, The Reserves at Vintage Addition, 12130 Quaker Avenue, and consider an ordinance.

7. 3. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3116-I, a request of Cox/Dirks Architects, P.C., for Tommy Potts, to amend the conditions of Ordinance 2009-00038 for a shared driveway on Tract K, Kelsey Park Addition, 13041 Quaker Avenue, and consider an ordinance.

7. 4. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3283, a request of Craft Development Corporation for a zoning change from R-1 to R-1 Specific Use for Garden Homes on 8.26 acres of unplatted land out of Block E-2, Section 8, 3802 60th Street, and consider an ordinance.

7. 5. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3285, a request of Hugo Reed and Associates, Inc. for Dell Cannon for a zoning change from R-1 to IHC on 5.242 acres of unplatted land out of Block E, Section 5, 7708 Interstate 27, and consider an ordinance.

7. 6. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2895-L, a request of Hugo Reed and Associates, Inc., for Monterey Church of Christ, for a zoning change from A-2 to C-2 on 0.9 acres of land out of Tract A-1A-1, Monterey Church of Christ Addition, 6111 82nd Street, and consider an ordinance.

7. 7. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2115-H, a request of Hugo Reed and Associates, Inc., for Arco Endeavors, LLC, for a zoning change from C-2 to C-3 on 1.5 acres of unplatted land out of Block E, Section 9, 2420 87th Street, and consider an ordinance.

7. 8. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3047-Q, a request of AMD Engineering, LLC, for Oakmont Estates Investments of Lubbock, LLC, for a zoning change from R-1 Specific Use to R-1 Specific Use for Garden Homes on 9.937 acres of unplatted land out of Block E-2, Section 23, 4901 118th Street, and consider an ordinance.

7. 9. **Ordinance - 2nd Reading - Planning:** Consider Ordinance 2016-O0059 annexing 338.349 acres adjacent to the City limits located in Sections 39, Block D, L&SV Railroad Company Survey, Abstract 6, Section 38, Block D, L&SV Railroad Company Survey, Abstract 856, and Section 40 Block D, L&SV Railroad Company Survey, Abstract 717, in Lubbock County, Texas; generally located south of CR 5800, east of Avenue P, north of CR 5900, and west of the current City limits running along Ash Avenue; adopting a service plan and establishing an effective date.

7. 10. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute agreements in lieu of annexation pursuant to Section 212.127 of the Texas Local Government Code or Section 43.035 of the Texas Local Government Code, as applicable, with each eligible property owner located in the area of a proposed annexation containing approximately 2,393 acres generally located between one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the existing southern City limits to approximately 660 feet south of CR 7500; said authorization to be effective only upon the affirmative vote of the City Council to annex an area that contains the property subject to an agreement in lieu of annexation.

7. 11. **Ordinance - 2nd Reading - Planning:** Consider Ordinance 2016-O0054 annexing 2,393 acres adjacent to the city limits located generally between an area described as one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the exiting southern City limits to approximately 660 feet south of CR 7500; adopting a service plan and establishing an effective date.

7. 12. **Resolution - City Attorney:** Consider a resolution accepting and approving the terms of a Consent Decree in the matter of the *United States of America v. City of Lubbock,* Civil Action No.: 5:15-cv-234, in the United States District Court for the Northern District of Texas, Lubbock Division.

7. 13. **Resolution - Councilman Victor Hernandez:** Consider a resolution authorizing the City Manager to accept, on behalf of the City Council, a donation of a certain property located at 1913 Baylor Street, Lubbock, Texas upon conditions and terms approved by the City Attorney.

7. 14. **Ordinance 1st Reading - Building Inspection:** Consider amending Article 28.09 of the Code of Ordinances of the City of Lubbock with regard to adoption of the 2012 International Building Code with local amendments.

7. 15. **Ordinance 1st Reading - Building Inspection:** Consider amending Chapter 28, Article 28.10 of the Code of Ordinances of the City of Lubbock with regard to adoption of the 2012 International Plumbing Code with local amendments.

7. 16. **Ordinance 1st Reading - Building Inspection:** Consider amending Chapter 28 of the Code of Ordinances of the City of Lubbock with regard to adoption of the 2012 International Mechanical Code with local amendments.

7. 17. **Ordinance 1st Reading - Building Inspection:** Consider amending Chapter 28, Article 28.15 of the Code of Ordinances of the City of Lubbock with regard to the adoption of the 2012 International Fuel Gas Code with local amendments.

7. 18. **Ordinance 1st Reading- Building Inspection:** Consider amending Chapter 28, Article 28.14 of the Code of Ordinances of the City of Lubbock with regard to the adoption of the 2012 International Residential Code with local amendments.

7. 19. **Ordinance 1st Reading - Councilwoman Karen Gibson:** Consider an ordinance amending Chapter 24 of the Code of Ordinances, City of Lubbock, Texas, regulating vehicles for hire; establishing applicable permits; amending Chapter 24 with regard to repealing outdated and antiquated provisions; amending provisions to encompass revised practices; providing definitions; providing for a penalty; providing for a savings clause; providing for publication.

7. 20. Consider and possibly take action to waive the attorney/client privilege in connection with the report presented to City Council by Mr. Tom Riney on July 15, 2013.

7. 21. **City Secretary - Board Appointments:** Consider two appointments to the Animal Services Advisory Board, two appointments to the Audit and Investment Committee, two appointments to the Junked Vehicles Compliance Board, three appointments to the Public Transit Advisory Board, and one appointment to the Zoning Board of Adjustment.

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BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, APRIL 28, 2016 - EXECUTIVE SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	JUNKED VEHICLE COMPLIANCE BOARD	GILBERT, ZACHARY	5/1/2016	N/A		REPLACE	N/A
			METCALF, KURT	5/1/2016	N/A		REPLACE	N/A
*	2	ZONING BOARD OF ADJUSTMENT	McKAY, JORDAN	2/1/2018	N/A	ALTERNATE	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
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
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
01/15/2015	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/Edcuation 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
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

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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
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
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
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
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
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

JUNKED VEHICLE COMPLIANCE BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	60.0% (3)
Hispanic	32.6%	27.6%	9.8%	40.0% (2)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	49.3%	48.9%	72.6%	80.0% (4)
Female	50.7%	51.1%	27.4%	20.0% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	0.0% (0)
District 2	16.2%	15.3%	4.8%	0.0% (0)
District 3	15.5%	14.5%	12.5%	20.0% (1)
District 4	16.6%	17.2%	19.6%	20.0% (1)
District 5	18.3%	18.6%	34.0%	60.0% (3)
District 6	16.1%	16.8%	18.2%	0.0% (0)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Permanent board with Officer of City status. Holds required public hearings prior to the removal of junk vehicles as nuisances under Chapter 16, Article XIII of the Code of Ordinances, when hearings are requested by owners/occupants of premises affected or by the zoning and environmental control administrator of the City of Lubbock.

QUALIFICATIONS: All members appointed shall be resident citizens of Lubbock at the time of their appointment and during their term of office.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Gilbert, Zachary (M,A,5)	N/A	N/A	Replace
Metcalf, Kurt (M,A,5)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Zachary Gilbert and Kurt Metcalf:
Ruby Dial (F,AA,2)
Joni Yardley (F,A,5) R.P.'s Heavy Duty Towing, Inc.

City of Lubbock
Board and Commision Recruiting Database

Updated: **3/23/2016**

Junked Vehicle Compliance Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
03/10/2016	Dial	Ruby	F	AA	50-59	disabled		2
01/13/2016	Martinez	Christina	F	H	40-49	Sr. Business Assistant	Texas Tech University	3
02/29/2016	Yardley	Joni	F	A	50-59	Business Owner	R.P.'s Heavy Duty Towing, Inc.	5
Second Preference								
Third Preference								
05/13/2010	Davidson	Lea	F	A	50-59	Coordinator Special Events	Texas Tech University	3
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee # 45 Junked Vehicle Compliance Board — *Perm/Temp Board:* P

	Confidential	Home	Business			Reappt Elig.
Member Citizen **Gilbert** **Mr. Zachary**	N	*5525 109th St* *Lubbock, TX 79424*	*PlainsCapital Bank* *5010 University Ave* *Lubbock, TX 79413*	*Curr:* *2nd:* *1st:*	10/22/2015-05/01/2017	*Y*
Email: zach.gilbert@plainscapital.com	N	*(432) 770-5642*	*(806) 791-7107* *zach.gilbert@plainscapital.com*	*Fax:*		
Member Citizen **Karr** **Mr. Roger**	N	*4222 97th Place* *Lubbock, TX 79423*	*American National Bank* *5905 82nd Street, Suite 103* *Lubbock, TX 79434*	*Curr:* *2nd:* *1st:*	05/01/2015-05/01/2017	*Y*
Email: roger.karr@anb.com	N	*8067977112*	*8067127000*	*Fax:*		
Member Citizen **Laurent** **Ms. Rebecca**	Y	*2706 60th Street* *Lubbock, TX 79413*	*The Music Studio* *2706 60th Street* *Lubbock, TX 79413*	*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016	*Y*
Email: msbecki@gmail.com	Y Y	*8067961535* *8067788746*		*Fax:*		
Member Citizen **Metcalf** **Mr. Kurt**	Y	*5713 76th* *Lubbock, TX 79424*	*Overton Hotel* *2322 Mac Davis Ln.* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016	*Y*
Email: kurtmetcalf@overtonhotel.com	N	*(806) 319-3449*	*(806) 776-7011* *kurtmetcalf@overtonhotel.com*	*Fax:*	*(806) 776-7003*	
Member Citizen **Ruiz** **Mr. Pete**	Y	*6908 86th Street* *Lubbock, TX 79424*	*Matador Motors* *5901 34th Street* *Lubbock, TX 79407*	*Curr:* *2nd:* *1st:*	05/01/2015-05/01/2017	*Y*
Email:	Y Y	*8067993150* *8067873800*	*8066877300*	*Fax:*		

ZONING BOARD OF ADJUSTMENT

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	66.7% (6)
Hispanic	32.6%	27.6%	9.8%	11.1% (1)
African-American	8.7%	7.4%	8.3%	22.2% (2)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	49.3%	48.9%	72.6%	77.8% (7)
Female	50.7%	51.1%	27.4%	22.2% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	22.2% (2)
District 2	16.2%	15.3%	4.8%	11.1% (1)
District 3	15.5%	14.5%	12.5%	22.2% (2)
District 4	16.6%	17.2%	19.6%	22.2% (2)
District 5	18.3%	18.6%	34.0%	0.0% (0)
District 6	16.1%	16.8%	18.2%	11.1% (1)
Other/Unknown	0.0%	0.0%	2.6%	11.1% (1)

PURPOSE:
Permanent advisory board with officer of the city status to hear citizen requests for variances and special exceptions from regulations in the comprehensive zoning ordinance and grants relief as warranted.

QUALIFICATIONS: None

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
McKay, Jordan (M,A,7)	Alternate	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Jordan McKay:
Brittany Barela (F,A,5) Christian Preschool Centers

CITY OF LUBBOCK
AND VOLUNTEER CENTER
REQUEST FOR BOARD/COMMISSION/AGENCY SERVICE

Name:	Barela	Brittany	Lauren	
	(Last)	(First)	(Middle)	(Nickname)

Home Address: 5312 25th City/Zip: Lubbock/79407

Home Telephone: (806) 407-8502 Resident of Lubbock: 21Years Registered Voter: Yes

Occupation: Area Director

Business Name: Christian Preschool Centers City/Zip: Lubbock/79407

Business Address 2434 27th Fax Number:

Business Telephone: (806) 771-2323

Demographics

Ethnic Background: Anglo Gender: Female Age: 18-29

Please list any experience (including involvement in other civic or community service organizations), education or interest that would qualify you to serve on a City board/commission/agency:

None

Please list any prior service on a Board and/or Commission for the City of Lubbock:

Please indicate your first, second, and third preference for below using the number beside such board/commission/agency. If you would like a brief description of the functions of the boards/commissions/agencies listed below, please call the City Secretary's Office at 775-2026. The designation "OC" indicates members of such board or commission are considered Officers of the City. Such boards and commission are authorized to make binding decisions on behalf of the City. If you have no preference, indicate this by placing a check (√) here: ☑ (Note: Outside Agencies listed on next page.)

BOARD PREFERENCES: 1 2 3 4 5 6

ADVISORY BOARDS AND COMMISSIONS

1	Airport Board	13	Keep Lubbock Beautiful Advisory Committee
32	Animal Services Advisory Board	53	Lake Alan Henry Board of Appeals(OC)
73	Annexation & Growth Advisory Committee	17	Libraries Board(OC)
2	Appointments Advisory Board	41	Lubbock Water Advisory Commission
39	Audit Committee	50	Model Codes & Construction Advisory Board
4	Board of Health	47	Museum & Art Standing Sub-Committee
5	Building Board of Appeals(OC)	61	North Point Public Improvement District (PID)
14	Citizens Traffic Commission	20	Park and Recreation Board
8	Community Development & Services Board	21	Permit and License Appeal Board(OC)
37	Cultural Arts Grants Review Standing Sub-Committee	22	Planning and Zoning Commission(OC)
44	Electric Utility Board-Charter(OC)	24	Public Transit Advisory Board
75	Emergency Medical Service Advisory Committee	69	Quincy Park Public Improvement District Advisory Board
9	Firemen's/Policemen's Civil Service Commission(OC)	26	Structural Standards Commission(OC)
12	Joint Airport Zoning Board(OC)	27	Urban Design/Historic Preservation Commission(OC)
45	Junked Vehicle Compliance Board(OC)	19	Urban Renewal / Neighborhood Redevelopment Commission(OC)

After completing both sides, please return this form to City Secretary's Office, P.O.Box 2000, Lubbock, TX 79457

OUTSIDE AGENCIES:

6 Canadian River Municipal Water Authority(OC)
33 Central Business District Tax Increment Financing(OC)
7 Civic Lubbock Inc.
10 Health/Educational Facilities Development Corp(OC)
11 Housing Authority
16 Housing Finance Corporation
15 LECD Board of Managers(OC)
60 Lubbock Business Park TIF Reinvestment Zone(OC)
43 Lubbock Economic Development Alliance, Inc
18 Market Lubbock Economic Development Corporation
31 National Windmill Project, Inc.
74 North & East Lubbock Community Development Corporation (NE
35 North Overton Tax Increment Finance District(OC)
25 Reese Redevelopment Authority(OC)
29 StarCare Board of Trustees(OC)
30 West Texas Municipal Power Board(OC)

Do you know of any reason that may cause you to have a conflict of interest as a result of your service on any of the boards/

/ commissions/agencies on which you have requested to serve? Yes ☐ No ☑

If yes, please explain:

PERSONAL AND PROFESSIONAL REFERENCES: (Please give name and phone number)

1.	McAdoo, Alex	(806) 283-3645	(806) 747-6688
2.	Knight, Brittany	(469) 260-1615	(806) 792-1028
3.	Aston, Lauren	(806) 392-7481	(806) 771-2323

The Volunteer Center refers potential board candidates to nonprofit organizations in the community. The Volunteer Center acts only as a referral agency and cannot place or appoint people to boards. Registering for the Board Bank does not obligate an individual to accept any board position, nor does a referral guarantee an appointment to a board. Acceptance of a nomination to a board is by mutual agreement of the individual and the agency.

AREAS OF INTEREST

1	Community Planning(1100)	13	Symphony(1729)	25	Alcohol Abuse(2903)
2	Crime(1106)	14	Health(1800)	26	Drug Abuse(2903)
3	Employment Job Training(1308)	15	Aging(1810)	27	Child Abuse(2906)
4	Education(1400)	16	Hospice/Terminally Ill(1818)	28	Housing(2910)
5	Child Care(1406)	17	Mental Health(1826)	29	Family Services(2911)
6	Illiteracy(1420)	18	Mental Retardation(1827)	30	Sexual Abuse(2920)
7	Emergency Assistance(1500)	19	AIDS(1846)	31	Women's Issues(2925)
8	Environment(1600)	20	Hearing Impaired(2109)	32	Youth/Teen(2926)
9	Art & Drama(1700)	21	Physically Handicapped(2109)	33	Spousal Abuse(2931)
10	Theater(1701)	22	Visually Impaired(2109)	34	Homelessness(2932)
11	Dance(1711)	23	Legal Assistance(2113)	35	Animal(3001)
12	Museum(1719)	24	Recreation(2600)	37	Other(9999)

Area Of Interest: Child Abuse, Child Care, Community Planning, Education, Environment

I agree to have my name entered in (check either or both):

☑ **The City of Lubbock Board/Commisson/Agency Database**

☑ **The Volunteer Center of Lubbock Agency Board Bank**

I was referred by: Alex McAdoo Submitted via the Web on 02/02/2016

Signature

After completing both sides, please return this form to City Secretary's Office, P.O.Box 2000, Lubbock, TX 79457

City of Lubbock
Board and Commision Recruiting Database

Updated: **4/18/2016**

Zoning Board of Adjustment

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
Second Preference								
Third Preference								
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee # 28	Zoning Board of Adjustment	Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member				Curr:	02/01/2016-02/01/2018	N
Member	Y	2401 E. 28th St Lubbock, TX 79404		2nd:	02/01/2014-02/01/2016	
Caviel **Ms. Billie Jean**				1st:	02/01/2012-02/01/2014	
Email: billiej23@suddenlink.net	Y	8067628065	billiej23@suddenlink.net	Fax:		
Member				Curr:	02/12/2015-02/01/2017	Y
Alternate	N	6511 Peoria Avenue Lubbock, TX 79413	,	2nd:		
Cummins **Dr. David**				1st:		
Email: dacumm26@yahoo.com	N	(806) 799-7812		Fax:		
Member			Texas Tech University	Curr:	02/01/2016-02/01/2017	Y
Member	Y	2104 Vicksburg Lubbock, Texas 79407	Rawls College of Business, 703 Flint Ave. Lubbock, Texas 79409	2nd:	02/01/2015-02/01/2017	
Goebel **Dr. Paul**				1st:	09/25/2014-02/01/2015	
Email: paul.goebel@ttu.edu	Y	(806) 799-3132	(806) 834-4044	Fax:	(806) 742-3197	
	Y	(806) 790-7837	paul.goebel@ttu.edu			
Member				Curr:	02/01/2016-02/01/2017	Y
Member	N	2303 Birch Ave. Lubbock, Texas 79404	2025 North Alkron Lubbock, Texas 79404	2nd:	02/01/2015-02/01/2017	
Harris **Mrs. Shelia**				1st:	08/28/2014-02/01/2015	
Email: spharris@co.lubbock.tx.us	N	(806) 687-5244	(806) 775-1853	Fax:	(806) 775-1860	
	Y	(806) 474-9918	spharris@co.lubbock.tx.us			
Member			Christian Preschool	Curr:	02/01/2016-02/01/2017	Y
Alternate	Y	2434 27th Lubbock, Texas 79411	Centers Inc. 2434 27th Lubbock, Texas 79411	2nd:		
Jones **Mr. Stace**				1st:		
Email: Stacedjones@me.com	Y	(806) 789-3301	(806) 792-1028	Fax:		
	N	(806) 789-3301	StaceJones@christianpreschoolcenters.com			
Member			JDMA, Architects	Curr:	02/01/2016-02/01/2018	N
Member	Y	5115 2nd St, #12 Lubbock, TX 79416	1402 Ave N Lubbock, TX 79401	2nd:	03/27/2014-02/01/2016	
McKay **Mr. Joe**				1st:		
Email: jmckay1438@gmail.com	Y	8067952620	8067444490	Fax:	8067444494	
	Y	8065353711	jmckay@jdmatexas.com			
Member			Peoples Bank	Curr:	02/01/2016-02/01/2018	Y
Alternate	Y	2810 N County Road 1700 Lubbock, Texas 79416	5820 82nd Street Lubbock, Texas 79424	2nd:		
McKay **Mr. Jordan**				1st:		
Email: jmckay@peoplesbanktexas.com	Y	(806) 239-9986	(806) 794-0044	Fax:	(806) 794-9262	
	Y	(806) 239-9986	jmckay@peoplesbanktexas.com			
Chair				Curr:	02/01/2016-02/01/2018	Y
Member	Y	3302 41st Street Lubbock, TX 79413		2nd:	02/27/2014-02/01/2016	
Naegele **Mr. Douglas**				1st:	02/01/2014-02/27/2014	
Email: dougnaegele@mac.com	Y	8063689278		Fax:		
	Y	5122965549				
Member			Exit Realty of Lubbock	Curr:	02/01/2016-02/01/2017	Y
Alternate	Y	3610 77th Dr. Lubbock, TX 79423	2405 W. Loop 289 Lubbock, TX 79407	2nd:		
Young **Mr. Ruben**				1st:		

Committee #	*28*	*Zoning Board of Adjustment*		*Perm/Temp Board:*	P

	Confidential	***Home***	***Business***		*Reappt Elig.*
Email:	Y	***(806) 786-1134***	***(806) 771-3900***	***Fax:*** ***(806) 771-3948***	
ruyoung@att.net	Y	***(806) 786-1134***	***ruben@getUsold.com***		

Regular City Council Meeting **3. 5.**

Meeting Date: 04/28/2016

Submitted By: Thomas Harris, City Secretary

Information

Summary

Board Recognitions:

Animal Services Advisory Board:
Rhonda Marett

Appointments Advisory Board:
Deborah Deary

Civic Lubbock, Inc. Board of Directors:
Kathy Horkey-Wolff

Community Development and Services Board:
Byrnie Bass

Junked Vehicle Compliance Board:
Christina Martinez

Keep Lubbock Beautiful Advisory Committee:
Jonathan Motsinger

Lake Alan Henry Board of Appeals:
Martin Gill
Jeff Jones

Park and Recreation Board:
John Forburger II
Michael Zant

Urban Renewal and Neighborhood Redevelopment Commission:
Lindi Stapp

Veterans Advisory Committee:
Britt Gorrall

Water Board of Appeals:
Joe Killgore
Robert Valdez

Attachments

No file(s) attached.

City of
Lubbock
TEXAS

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
March 24, 2016
1:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 24th of March, 2016, in Committee Room 103, City Hall, 1625 13th Street, Lubbock, Texas at 1:30 p. m.

1:30 P.M. CITY COUNCIL CONVENED
Committee Room 103, City Hall, 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:

- *1.1-1.3; Executive Session; 3.1-3.7; Citizen Comments (Sign-ups) 4.1; 5.1; 6.2; 6.4-6.6; 6.8-6.10; 6.14; 6.16-6.18; 6.22; 6.1; 6.3; 6.7; 6.11-6.13; 6.15; 6.19-6.21; 6.23; and 7.1-7.11.*

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

1. 1. Discuss and hear a presentation from the College Baseball Foundation to give an update on the College Baseball Hall of Fame, including, funding, construction status and timeline.

Mike Gustafson, President and CEO of the College Baseball Foundation, gave a presentation and answered questions from City Council.

1. 2. Discuss and hear a presentation from Perkins + Will on facade concepts and renderings of the Citizen's Tower, formerly known as the Omni Building located at 1208 14th Street and the City Hall facilities at 1625 13th Street, and receive an update on the project.

Phil Callison; and Kristin Winters, Project Architect, both with Perkins + Will Architectural Firm, gave a presentation on facade concepts and renderings of the Citizen's Tower, formerly known as the Omni Building located at 1208 14th Street, and the City Hall facilities at 1625 13th Street, and answered questions from City Council.

Steven Solka, with Vanir Construction Managment; and James Loomis, City Manager, gave comments and answered questions from City Council.

1. 3. Discuss and hear a report by the City Manager on the needs analysis of staffing levels within the City of Lubbock organization conducted pursuant to Resolution No. 2015-R0362, October 22, 2015.

James Loomis, City Manager, passed out information, gave comments, and answered questions from City Council.

2. Executive Session

The meeting recessed at 2:37 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 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Junked Vehicle Compliance Board, Lake Alan Henry Board of Appeals, Urban Design and Historic Preservation Commission, Urban Renewal and Neighborhood Redevelopment Commission, and Water Board of Appeals.

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

2. 2. 1. No. 3094-2013- In the Municipal Court of the City of Lubbock, Texas - *City of Lubbock v. 1913 Baylor Avenue.*

2. 2. 2. Discuss Chapter 43 and Section 212.172 of the Texas Local Government Code in regard to annexation.

2. 2. 3. *United States of America v. City of Lubbock, Texas* filed in the Northern District of Texas, Lubbock Division, Civil Action No: 5:15-cv-234

2. 3. Hold an executive session in accordance with Texas Government Code, Section 551.076, to discuss the deployment, or specific occasions for implementation, of security personnel or devices or a security audit.

2. 4. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters, the appointment, employment, evaluation or reassignment of the following:

2. 4. 1. City Attorney

2. 4. 2. City Manager

2. 4. 3. City Secretary

3. Proclamations and Presentations

3. 1. Invocation by Pastor Jackie White, Church on the Rock

Pastor Jackie White, Church on the Rock, led the invocation.

3. 2. Pledges of Allegiance

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

3. 3. Presentation of a Special Recognition to Voice of Hope in recognition of Sexual Assault Awareness Month and in recognition of the annual Walk A Mile In Her Shoes public event.

Mayor Pro Tem Jim Gerlt presented a special recognition to the Voice of Hope in recognition of Sexual Assault Awareness Month and the annual Walk A Mile In Her Shoes event. Leslie Timmons, Community Educator and Volunteer Coordinator for the Voice of Hope, appeared to accept the recognition. She gave comments and information about their event and thanked the Mayor and City Council for the recognition.

3. 4. Presentation of a Special Recognition honoring the 38th Annual Lubbock Arts Festival to be held April 15-17, 2016.

Mayor Pro Tem Jim Gerlt presented a special recognition to the 38th Annual Lubbock Arts Festival. Ben Davidson, President of the Lubbock Arts Alliance, and three of the Lubbock Arts Alliance staff members appeared to accept the recognition. He gave comments and information about the festival and thanked the Mayor and City Council for the recognition.

3. 5. Presentation of a Special Recognition for the annual ABC Pro Rodeo.

Mayor Pro Tem Jim Gerlt presented a special recognition to the annual ABC Pro Rodeo. Earl Bratcher, Chairman of the 2016 ABC Pro Rodeo; members of the American Business Club, and rodeo volunteers, appeared to accept the recognition. He gave comments and information about the rodeo and thanked the Mayor and City Council for the recognition.

3. 6. Presentation of a Special Recognition declaring March 28th - April 2nd as National Community Development Week.

Mayor Pro Tem Jim Gerlt presented a special recognition declaring March 28th - April 2nd as National Community Development Week. Karen Murfee, Director of Community Development, and Community Development staff, appeared to accept the recognition.

3. 7. Presentation of a Special Recognition declaring the month of April as Fair Housing Month.

Mayor Pro Tem Jim Gerlt presented a special recognition declaring the month of April as Fair Housing Month. Karen Murfee, Director of Community Development, and Community Development staff, appeared to accept the recognition.

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

4. 1. Sign-ups:

- Robert E. Henry appeared before the City Council to ask questions in regard to item 7.7 (revised survey and revised service plan in connection with the proposed annexation). Chad Weaver, City Attorney, gave comments and provided clarification.
- Susan Stack and Jason Lee appeared before the City Council but forfeited their time, as their questions on item 7.7 (revised survey and revised service plan in connection with the proposed annexation) had already been answered.
- Manuel Meza, Co-Manager for Walmart at 114th and Quaker Avenue, appeared before the City Council to speak in favor of item 6.21 (LPD accepting a grant from Walmart).
- Tommy Jones appeared before the City Council to speak in favor of item 7.7 (revised survey and revised service plan in connection with the proposed annexation).

5. **Minutes**

5. 1. February 11, 2016 Regular City Council Meeting
February 16, 2016 Special City Council Meeting
February 25, 2016 Regular City Council Meeting

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve the minutes of the February 11, 2016 Regular City Council Meeting minutes and the February 16, 2016 Special City Council Meeting minutes.

Vote: 7 - 0 Motion carried

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve the February 25, 2016 Regular City Council Meeting minutes with the following correction:

Change the name on item 2.3 from "Maurice Stanley" to "Maurice Pearl".

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 Latrelle Joy, seconded by Mayor Pro Tem Jim Gerlt to approve items 6.2; 6.4-6.6; 6.8-6.10; 6.14; 6.16-6.18; and 6.22.

Vote: 7 - 0 Motion carried

6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2016-O0041, Amendment 17, amending the FY 2015-16 budget for municipal purposes respecting the Lubbock Power and Light (LP&L) Capital Program to amend Capital Improvement Project (CIP) 92373, Dispatch Control Room Upgrade/Remodel; establish CIP 92428, T&D Center Renovations; amend CIP 92319, Transmission Loop; amend CIP 92402, Chalker Capacity Upgrade; establish CIP 92429, Line Extension for Large Commercial Customer; providing for filing; and providing for a savings clause.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2016-O0041.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (RECUSE)

6. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2016-O0039, Amendment 18, amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project 92312, Bailey County Well Field Disinfection System; providing for filing; and providing for a savings clause.

6. 3. **Ordinance Amendment 1st Reading - Accounting:** Ordinance No. 2016-O0044 amending Chapter 18, Taxation, of the Lubbock Code of Ordinances, providing for the amendment of such code regarding sales tax.

Linda Cuellar, Interim Director of Finance; and Andy Burcham, Chief Financial Officer for LP&L, gave comments and answered questions from City Council.

Mayor Glen C. Robertson directed staff to place an item on the April 14, 2016 Regular City Council Meeting to consider removing the sales tax from the Electric Utility bill.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0044.

Vote: 7 - 0 Motion carried

6. 4. **Ordinance 2nd Reading - City Secretary:** Ordinance No. 2016-O0040 declaring the unopposed candidate in the May 7, 2016, General City Election to fill a vacancy in City Council District 6 to be elected to office; canceling the Election; providing a savings clause; and providing an effective date.

6. 5. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2016-O0042 abandoning and closing a two-foot wide underground street light cable easement on Lot 55, The Estates at Vintage, an addition to the City of Lubbock, Lubbock County, Texas located at 4808 120th Street.

6. 6. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2016-O0043 abandoning and closing a five-foot underground utility easement located in Lot 5, Lewis Estates an addition to the City of Lubbock, Lubbock County, Texas located at 5227 21st Street.

6. 7. **Resolution - Right-of-Way:** Resolution No. 2016-R0111 authorizing the Mayor to execute an alley-use-license with US Lubbock Commercial, LLC., to use a portion of a dedicated alley for three fire escape stairs.

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

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2016-R0111.

Vote: 7 - 0 Motion carried

6. 8. **Resolution - Water Resources:** Resolution No. 2016-R0102 authorizing the Mayor to execute contract 12749 with Massey Irrigation for Center Pivot Replacement at the Lubbock and Wilson Farms, ITB 16-12749-SS.

6. 9. **Resolutions - Water Resources:** Resolution No.'s 2016-R0103 and 2016-R0104 authorizing the Mayor to execute contract 12748 with Jerry Weaver and contract 12798 with Brandon Patschke for hay harvesting services at the Lubbock Land Application Site (LLAS), ITB 16-12748-SS.

6. 10. **Resolution - Water Resources:** Resolution No. 2016-R0105 authorizing the Mayor to execute contract 12743 with STP Well Service, LLC., for well maintenance and repair services for the Lubbock and Hancock Land Application Sites, ITB 16-12743-JM.

6. 11. **Resolution – Utility and Street Maintenance:** Resolution No. 2016-R0112 authorizing the Mayor to execute contract 12711 with Lone Star Dirt & Paving, LTD., for concrete patching, ITB 16-12711-TF.

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2016-R0112.

Vote: 7 - 0 Motion carried

6. 12. **Resolution – Utility and Street Maintenance:** Resolution No. 2016-R0113 authorizing the Mayor to execute contract 12716 with Lone Star Dirt & Paving, LTD., for asphalt patching, ITB 16-12716-TF.

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2016-R0113.

Vote: 7 - 0 Motion carried

6. 13. **Resolution - Utility and Street Maintenance:** Resolution No. 2016-R0114 authorizing the Mayor to execute contract 12715 with Pavement Restoration, Inc., for the asphalt rejuvenation program.

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2016-R0114.

Vote: 7 - 0 Motion carried

6. 14. **Resolution - Engineering:** Resolution No. 2016-R0106 authorizing the Mayor to execute Change Order 1 with Allen Butler Construction, Inc., for the addition of a sewer line stub out for Avenue T for the 98th Street from University Avenue to Interstate 27 Project, ITB 15-12265-PD.

6. 15. **Resolution - Facilities:** Resolution No. 2016-R0115 authorizing the Mayor to execute Amendment 2 to the professional services contract 11738 with Cox Dirks Architects, P.C. (CDA) for the renovations of the new Lubbock Senior Center located at 2001 19th Street.

Wes Everett, Director of Facilities Management, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2016-R0115.

Vote: 6 - 1 Motion carried

NAY: Council Member Jeff Griffith

6. 16. **Resolution - Facilities:** Resolution No. 2016-R0107 authorizing the Mayor to execute contract 12664 with Teche Contracting, LLC., for the emergency generator installation at the Lubbock Business Center located at 1301 Broadway, RFP 16-12664-JM.

6. 17. **Resolution - Information Technology:** Resolution No. 2016-R0108 authorizing the Mayor to execute purchase order contract 36420 with Mythics, Inc., for the purchase of software to extend the existing JDE Financial system to manage capital assets.

6. 18. **Resolution - Fleet Services:** Resolution No. 2016-R0109 authorizing the Mayor to execute purchase order contract 31026634 with Hurst Farm Supply for the purchase of a tractor for the Land Application department, ITB 16-126703-SS.

6. 19. **Resolutions - Parks and Recreation:** Resolution No.'s 2016-R0116 and 2016-R0117 authorizing the Mayor to execute contract 12773 with Pevey Lawn & Landscape Inc. and contract 12694 with Ground Effects for parks turf maintenance, ITB 16-12694-KK.

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No.'s 2016-R0116 and 2016-R0117.

Vote: 7 - 0 Motion carried

6. 20. **Resolution - City Manager:** Resolution No. 2016-R0118 authorizing the Mayor to grant a nine month extension to the College Baseball Foundation's Commitment Agreement for construction preparation for the College Baseball Hall of Fame, as provided in the Second Amendment to Commitment Agreement between the City of Lubbock and the College Baseball Foundation.

Jamey Phillips, College Baseball Foundation Board member; and Andrea Watson, College Baseball Foundation employee, 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. 2016-R0118.

Vote: 7 - 0 Motion carried

6. 21. **Resolution - Police:** Resolution No. 2016-R0119 authorizing the Police Chief to accept a grant from Walmart for $4,000 to go towards the building of vintage police vehicles.

Jerry Brewer, Assistant Chief of Police, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2016-R0119.

Vote: 7 - 0 Motion carried

6. 22. **Resolution - Police:** Resolution No. 2016-R0110 authorizing the Mayor to execute for and on behalf of the City of Lubbock, Purchase Order Number 10015941 for the purchase of scheduling software as per GSA Contract GS-35F-0051X, by and between the City of Lubbock and Visual Computer Solutions, Inc., (VCS) and related documents.

6. 23. **Resolution - Vector Control:** Resolution No. 2016-R0120 authorizing the Mayor to execute an Interlocal Agreement with Lubbock County for vector control services.

Jaime Coy, Director of Cemetery and Director of Vector Control; and James Loomis, City Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2016-R0120.

Vote: 7 - 0 Motion carried

7. **Regular Agenda**

7. 1. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0045, for Zone Case 3280, a request of Jess Lovi, Jr., for a zoning change from R-1 to M-1 on Lot 26, James Sub Addition, 1303 East 52nd Street.

Mayor Robertson opened the public hearing at 6:52 p.m.

No one appeared to speak in opposition.

Jess Lovi appeared to speak in favor.

Mayor Robertson closed the public hearing at 6:54 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0045.

Vote: 7 - 0 Motion carried

7. 2. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0046, for Zone Case 2871-D, a request of Stellar Development Company for a zoning change from C-3 to A-2 on 4.773 acres of unplatted land out of Block AK, Section 28, 5902 98th 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. 2016-O0046.

Vote: 7 - 0 Motion carried

7. 3. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0047, for Zone Case 3281, a request of Alliance Realty Services, for Yates II by LC, for a zoning change from T, C-2A, and C-3 to IHC on Tract 1-C, Tract 1-D, south 15 feet of Tract 1-B and Tract 1-A, less 4 feet east of 170 feet north, Snow Davis Addition, and 7.0456 acres of unplatted land, Section 44, Block AK, Southeast corner of 19th Street and West Loop 289.

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

No one appeared to speak in favor or opposition.

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0047.

Vote: 7 - 0 Motion carried

7. 4. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0048, for Zone Case 2543-F, a request of Linda Wall for a zoning change from R-1 Specific Use to AM on Lot 30, Colonial Heights, 2002 98th Street.

Mayor Robertson opened the public hearing at 6:57 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:57 p.m.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2016-O0048.

Vote: 7 - 0 Motion carried

7. 5. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0049, for Zone Case 3058-A, a request of Hugo Reed and Associates, Inc., for Ford Development, for a zoning change from R-1 Specific Use to A-2 and R-1 Specific Use on 92.3 acres of unplatted land out of Block AK, Sections 35 and 38, 6515, 6517, and 6801 50th Street.

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

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

Dean Trew and Marisa Scheef appeared to speak in opposition.

Terry Holeman, with Hugo Reed and Associates, Inc.; and Rex Robertson with Ford Development, appeared to speak in favor.

Mayor Robertson closed the public hearing at 7:13 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2016-O0049.

Vote: 7 - 0 Motion carried

7. 6. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2016-O0050, for Zone Case 2995-S, a request of Jake R. Seideman, for C & G Ventures, LP, for a zoning change from T and C-3 to C-3 and M-1 Specific Use on 1.397 acres of unplatted land out of Block AK, Section 30, 7906 Milwaukee Avenue.

Mayor Robertson opened the public hearing at 7:34 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:35 p.m.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2016-O0050.

Vote: 7 - 0 Motion carried

7. 7. **Resolution - Mayor Pro Tem Jim Gerlt:** Resolution No. 2016-R0121 directing the City Staff to prepare a revised survey and a revised service plan in connection with the proposed annexation of 2,394 acres generally located between one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the existing southern city limits to approximately 660 feet south of CR 7500.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Victor Hernandez to approve Resolution No. 2016-R0121.

Vote: 5 - 2 Motion carried

NAY: Council Member Jeff Griffith
Council Member Latrelle Joy

7. 8. **Ordinance 1st Reading - Accounting:** Ordinance No. 2016-O0051 providing for the issuance of City of Lubbock, Texas, Electric Light & Power System Revenue Bonds, Series 2016; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

Matt Boles, Financial Advisor with RBC Capital Markets, gave a presentation and answered questions from City Council.

Kevin Rule, Debt and Investments Analyst; Cheryl Brock, Budget Director; and Mark Yearwood, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0051.

Vote: 7 - 0 Motion carried

7. 9. **Ordinance 1st Reading - Accounting:** Ordinance No. 2016-O0052 providing for the issuance of City of Lubbock, Texas, Tax and Waterworks System Surplus Revenue Certificates of Obligation, Series 2016; Levying a tax and pledging surplus waterworks system revenues in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract; and enacting other provisions relating thereto.

Matt Boles, Financial Advisor with RBC Capital Markets, gave a presentation and answered questions from City Council.

Kevin Rule, Debt and Investments Analyst; Cheryl Brock, Budget Director; and Mark Yearwood, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0052.

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

7. 10. **Ordinance 1st Reading - Accounting:** Ordinance No. 2016-O0053 providing for the issuance of City of Lubbock, Texas, General Obligation Refunding Bonds, Series 2016; levying a tax in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; approving the official statement; approving execution of a purchase contract and escrow agreement; and enacting other provisions relating thereto.

Matt Boles, Financial Advisor with RBC Capital Markets, gave a presentation and answered questions from City Council.

Kevin Rule, Debt and Investments Analyst; Cheryl Brock, Budget Director; and Mark Yearwood, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2016-O0053.

Vote: 7 - 0 Motion carried

7. 11. **Board Appointments - City Secretary:** Consider one appointment to the Animal Services Advisory Board, one appointment to the Appointments Advisory Board, one appointment to the Civic Lubbock, Inc. Board of Directors, one Community Development and Services Board, one appointment to the Junked Vehicle Compliance Board, one appointment to the Keep Lubbock Beautiful Advisory Committee, four appointments to the Lake Alan Henry Board of Appeals, four appointments to the Park and Recreation Board, one appointment to the Urban Design and Historical Preservation Commission, two appointments to the Urban Renewal and Neighborhood Redevelopment Commission, two appointments to the Veterans Advisory Committee, and four appointments to the Water Board of Appeals.

Animal Services Advisory Board: Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to appoint Rhonda Marrett to replace Michael Cole.

Vote: 7 - 0 Motion carried

Appointments Advisory Board: Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to appoint Deborah Deary to replace Michael Calvillo.

Vote: 7 - 0 Motion carried

Civic Lubbock, Inc. Board of Directors:

Nominations for the position to replace Phil Price were as follows:

Sherry Saffle
Kathy Horkey-Wolff

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to

close nominations.

Vote: 7 - 0 Motion carried

Votes were taken as follows:

Kathy Horkey-Wolff: Council Member Karen Gibson, Council Member Jeff Griffith, Council Member Victor Hernandez, Council Member Latrelle Joy, and Council Member Floyd Price.

Kathy Horkey-Wolff was declared appointed to the Civic Lubbock, Inc. Board of Directors.

Community Development and Services Board: Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to appoint Byrn Bass to replace Charlotte McCarty.

Vote: 7 - 0 Motion carried

Junked Vehicle Compliance Board: Motion by Council Member Victor Hernandez, seconded by Council Member Jeff Griffith to appoint Christina Martinez to replace Rebecca Laurent.

Vote: 7 - 0 Motion carried

Keep Lubbock Beautiful Advisory Committee: Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to appoint Jonathan Motsinger to replace Aundi Duke.

Vote: 7 - 0 Motion carried

Lake Alan Henry Board of Appeals:

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to reappoint Resa Carson and Tim Oliver.

Vote: 7 - 0 Motion carried

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Martin Gill to replace Ronald Moose.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to appoint Jeff Jones to replace Nolan Riley.

Vote: 7 - 0 Motion carried

Park and Recreation Board:

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Jim Gerlt to appoint John Forburger to replace John Cervantez.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to reappoint Ann Horkey.

Vote: 7 - 0 Motion carried

Motion by Council Member Victor Hernandez, seconded by Council Member Karen Gibson to appoint John Aguilar to replace Karen Pitcock.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to appoint Michael Zant to replace Jerry Ramirez.

Vote: 7 - 0 Motion carried

Urban Design and Historical Preservation Commission: Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to reappoint Cody Craig.

Vote: 7 - 0 Motion carried

Urban Renewal and Neighborhood Redevelopment Commission:

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to appoint Lindi Stapp to replace Bryce Bowley.

Vote: 7 - 0 Motion carried

Nominations for the position to replace Janis Putteet were as follows:

Clayton Ratterree
Miles Seybert

Votes were taken as follows:

Clayton Ratterree: Council Member Floyd Price
Miles Seybert: Mayor Glen C. Robertson, Mayor Pro Tem Jim Gerlt, Council Member Karen Gibson, Council Member Jeff Griffith, Council Member Victor Hernandez, and Council Member Latrelle Joy.

Miles Seybert was declared appointed to the Urban Renewal and Neighborhood Redevelopment Commission.

Veterans Advisory Committee:

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to appoint Britt Gorrall to replace Leslie Beaty.

Vote: 7 - 0 Motion carried

Motion by Council Member Latrelle Joy, seconded by Council Member Karen Gibson to appoint Brody Taylor to replace Reynald Lops.

Vote: 7 - 0 Motion carried

Water Board of Appeals:

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to reappoint William Basom.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Latrelle Joy to appoint Robert Valdez to replace Sidney Friend.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Latrelle Joy to appoint Joe Kilgore to replace Harvey McClarty.

Vote: 7 - 0 Motion carried

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to reappoint Jay Taylor.

Vote: 7 - 0 Motion carried

8:32 P.M. CITY COUNCIL ADJOURNED

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

The March 24, 2016 Regular City Council Meeting minutes were approved by the City Council on the 28th day of April, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
March 28, 2016
4:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 28th of March, 2016, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 4:00 p.m.

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

Present: Mayor 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 Attorney Chad Weaver; Deputy City Secretary Thomas Harris III

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

- *1.1*

1. Regular Agenda

1. 1. Resolution – City Manager: Resolution No. 2016-R0122 authorizing and directing the City Manager and City Attorney to offer to eligible property owners an agreement, in lieu of annexation, under Chapter 212.172 of the Texas Local Government Code concerning that certain 2,394 acres generally located between one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the existing southern city limits to approximately 660 feet south of CR 7500, including a proposed term of duration for said agreement, and further establishing a term of duration for any agreements offered to eligible property owners, in lieu of annexation, pursuant to Chapter 43 of the Texas Local Government Code.

Chad Weaver, City Attorney, gave comments and answered questions from City Council.

Motion #1 by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2016-R0122 in reference to Section 1, Development Agreements in Lieu of Annexation under Chapter 212.172 of the Texas Local Government Code.

Vote: 5 - 2 Motion carried
NAY: Council Member Jeff Griffith
Council Member Latrelle Joy

Motion #2 by Council Member Victor Hernandez, seconded by Council Member Floyd Price to set the term of duration for the said Development Agreement, in Lieu of Annexation under Chapter 212.172 of the Texas Local Government Code, at 30 years.

Vote: 3 - 4 Failed
NAY: Mayor Pro Tem Jim Gerlt
Council Member Karen Gibson
Council Member Jeff Griffith
Council Member Latrelle Joy

Motion #3 by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to set the term of duration for the said Development Agreement, in Lieu of Annexation under Chapter 212.172 of the Texas Local Government Code, at 10 years.

Vote: 3 - 4 Failed
NAY: Mayor Glen C. Robertson
Mayor Pro Tem Jim Gerlt
Council Member Victor Hernandez
Council Member Floyd Price

Motion #4 by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to set the term of duration for the said Development Agreement, in Lieu of Annexation under Chapter 212.172 of the Texas Local Government Code, at 20 years.

Vote: 5 - 2 Motion carried
NAY: Council Member Jeff Griffith
Council Member Latrelle Joy

Motion #5 by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2016-R0122 in reference to Section 2, Development Agreements in Lieu of Annexation under Chapter 43.035 of the Texas Local Government Code and set the term of duration for the said Development Agreement at 20 years.

Vote: 5 - 2 Motion carried
NAY: Council Member Jeff Griffith
Council Member Latrelle Joy

4:10 P.M. CITY COUNCIL ADJOURNED

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

The March 28, 2016 Special City Council Meeting minutes were approved by the City Council on the 28th day of April, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

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

Meeting Date: 04/28/2016

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2016-O0058 Amendment 20 amending the FY 2015-16 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

Item Summary

On April 14, 2016, the City Council approved the first reading of the ordinance.

I. Accept and appropriate an additional $103,521 from the TDHCA for the CSBG, for a total appropriation of $195,933.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 20

Budget Detail

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG); 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 2015-16 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 2015-16 (Budget Amendment #20) for municipal purposes, as follows:

I. Accept and appropriate an additional $103,521 from the TDHCA for the CSBG, for a total appropriation of $195,933.

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

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

ccdocs/Budget1516.Amend20.ord
March 24, 2016

City of Lubbock, TX
Grant Award
Existing Grant - Budget Detail
April 14, 2016

Administrative Information:

Grant Number:	82059
Grant Name:	Community Services Block Grant
Grant Effective Date:	1/1/2016-12/31/2016
Grant Provider/Agency:	Texas Department of Housing and Community Affairs

Personnel Information:

# of full-time positions funded w/grant 4

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant
Program Specialist	$ 41,190	22,232	20,016	43,406
Account Analyst	53,705	24,242	10,868	67,079
CD Director	86,681	30,493	6,360	110,814
Contract Coordinator	51,361	25,270	14,476	62,155
Total	$ 232,937	102,237	51,720	283,454

Budget Information:

Grant Appropriation Detail	Previous Award Amount	Amendment Amount	Total Award Amt
Full-time Salaries	$ 17,460	17,460	$ 34,920
Benefits	8,400	8,400	16,800
Travel	840	840	1,680
Supplies	1,120	1,120	2,240
Other	1,540	1,540	3,080
Indirect Cost	2,800	2,800	5,600
Contractual			
Catholic Family Services-SSP	53,252	58,861	112,113
Lutheran Social Servcies CEAP Ops	7,000	12,500	19,500
Total Appropriation	$ 92,412	103,521	$ 195,933

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

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 12721 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.

Item Summary

The source for this contract is a pass through grant from TDHCA. The total amount allocated to the City of Lubbock for CY 2016 is approximately $369,785. City Council previously approved and accepted funds released by TDHCA in the amount of $92,412. TDHCA has now released an additional $103,521. City of Lubbock will be notified as more funds are made available. The total amount to be released, including this amendment from the CSBG, is $195,933.

The period for performance of this contract is January 1, 2016 through December 31, 2016.

The contract is an electronic signature contract.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - TDHCA

Contract - TDHCA amendment

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a First Amendment to Contract No. 12721 for Community Services Block Grant funding for poverty assistance, community revitalization, and low-income family empowerment, by and between the City of Lubbock and the Texas Department of Housing and Community Affairs, 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:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Amendment 1 to Contract 12721 – TDHCA
March 31, 2016

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NUMBER **1** TO CONTRACT NUMBER. **61160002368**
FY 2016 COMMUNITY SERVICES BLOCK GRANT PROGRAM (CFDA#93.569)

Awarding Federal Agency: United States Department of Health and Human Services
TDHCA Federal Award Number: G-16-BI-TX- COSR
Award Year (Year of Award from HHS to TDHCA): 2016
Unique Entity Identifier Number: 058213893

This Amendment Number **1** to Community Services Block Grant Program Contract Number **61160002368** ("First Amendment") by and between The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **City of Lubbock,** a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties", is executed to be effective on **February 01, 2016.**

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed that Community Services Block Grant Program Contract Number. **61160002368** to be effective on January 4, 2015 ("Contract"); and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

Section 4. A Department Obligations, of this Contract is hereby amended to read as follows:

"Section 4. A. Department Obligations. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse the actual allowable costs incurred by Subrecipient during the Contract Term in an amount up to **$195,933.00** in accordance with the budget as approved by the Department and the terms of this Contract."

SECTION 2.

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this First Amendment. In the event this First Amendment and the terms of the Contract are in conflict, this First Amendment shall govern, unless it would make the Contract void by law.

SECTION 3.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 4.

This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 5.

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 6.

By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 7.

This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 8.

This First Amendment shall be effective and memorializes an effective date of **February 01, 2016.**

WITNESS OUR HAND EFFECTIVE: **February 01, 2016**

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

DEPARTMENT:

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

By:
Title: Its duly authorized officer or representative
Date:

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

Meeting Date: 04/28/2016

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2016-O0057 Amendment 19 amending the FY 2015-16 budget for municipal purposes respecting the Lubbock Power and Light (LP&L) capital program to amend Capital Improvement Project (CIP) 92141, Substation Relay Upgrade; CIP 92273, Substation Land Acquisition; CIP 92320, Substation Breaker Replacements; CIP 92330, 69kV Transmission Line Reconductoring; CIP 92383, Mobile Substation; CIP 92403, 69kV Line Rebuild – Thompson to Vicksburg; CIP 92404 115kV Line Construction – Northwest to Mackenzie; CIP 92405, 69kV Line Rebuild – Chalker to Thompson; CIP 92406, 69kV Line Rebuild – Chalker to Oliver; CIP 92407, Southeast Substation Autotransformer; CIP 92408, 69kV Capacitor Upgrade – Vicksburg; CIP 92409 69kV Capacitor Upgrade – Chalker; CIP 92410, 69kV Capacitor Upgrade – Slaton; CIP 92413, Massengale Station – Medium Term; providing for filing; and providing for a savings clause.

Item Summary

On April 14, 2016, the City Council approved the first reading of this ordinance.

I. Amend Capital Improvement Project 92141, Substation Relay Upgrade, by shifting the funding source, totaling $510,500, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”.

II. Amend Capital Improvement Project 92273, Substation Land Acquisition, by shifting the funding source, totaling $2,000,000, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”

III. Amend Capital Improvement Project 92320, Substation Breaker Replacements, by shifting the funding source, totaling $765,750, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”.

IV. Amend Capital Improvement Project 92330, 69kV Transmission Line Reconductoring, by shifting the funding source, totaling $510,500, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”.

V. Amend Capital Improvement Project 92383, Mobile Substation, by shifting the funding source, totaling $2,500,000, from FY 2015-16 “FY 2016 30-Year LP&L Revenue Bonds” to FY 2016-17 “FY 2017 30-Year LP&L Revenue Bonds”.

VI. Amend Capital Improvement Project 92403, 69kV Line Rebuild – Thompson to Vicksburg, by decreasing the appropriation and funding in the amount of $630,000, from $750,000 to $120,000. The remaining $120,000 will be used for engineering and design.

VII. Amend Capital Improvement Project 92404, 115kV Line Construction-Northwest to Mackenzie, by decreasing the appropriation and funding in the amount of $4,250,000, from $5,000,000 to $750,000. The remaining $750,000

will be used for engineering and design.

VIII. Amend Capital Improvement Project 92405, 69kV Line Rebuild-Chalker to Thompson, by decreasing the appropriation and funding in the amount of $1,275,000, from $1,500,000 to $225,000. The remaining $225,000 will be used for engineering and design.

IX. Amend Capital Improvement Project 92406, 69kV Line Rebuild – Chalker to Oliver, by decreasing the appropriation and funding in the amount of $1,275,000, from $1,500,000 to $225,000. The remaining $225,000 will be used for engineering and design.

X. Amend Capital Improvement Project 92407, Southeast Substation Autotransformer, by decreasing the appropriation and funding in the amount of $850,000, from $1,000,000 to $150,000. The remaining $150,000 will be used for engineering and design.

XI. Amend Capital Improvement Project 92408, 69kV Capacitor Upgrade – Vicksburg, by decreasing the appropriation and funding in the amount of $200,000, from $250,000 to $50,000. The remaining $50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.

XII. Amend Capital Improvement Project 92409, 69kV Capacitor Upgrade – Chalker, by decreasing the appropriation and funding in the amount of $200,000, from $250,000 to $50,000. The remaining $50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.

XIII. Amend Capital Improvement Project 92410, 69kV Capacitor Upgrade – Slaton, by decreasing the appropriation and funding in the amount of $200,000, from $250,000 to $50,000. The remaining $50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.

XIV. Amend Capital Improvement Project 92413, Massengale Station – Medium Term, by decreasing the appropriation and funding in the amount of $3,798,700, from $4,798,700 to $1,000,000. The remaining $1,000,000 will be used for the engineering, design, and preliminary construction of the Massengale Controls upgrade.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 19

Resolution - LP&L Board

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE LUBBOCK POWER AND LIGHT (LP&L) CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92141, SUBSTATION RELAY UPGRADE; CIP 92273, SUBSTATION LAND ACQUISITION; CIP 92320, SUBSTATION BREAKER REPLACEMENTS; CIP 92330, 69KV TRANSMISSION LINE RECONDUCTORING; CIP 92383, MOBILE SUBSTATION; CIP 92403, 69KV LINE REBUILD – THOMPSON TO VICKSBURG; CIP 92404 115KV LINE CONSTRUCTION – NORTHWEST TO MACKENZIE; CIP 92405, 69KV LINE REBUILD – CHALKER TO THOMPSON; CIP 92406, 69KV LINE REBUILD – CHALKER TO OLIVER; CIP 92407, SOUTHEAST SUBSTATION AUTOTRANSFORMER; CIP 92408, 69KV CAPACITOR UPGRADE – VICKSBURG; CIP 92409 69KV CAPACITOR UPGRADE – CHALKER; CIP 92410, 69KV CAPACITOR UPGRADE – SLATON; CIP 92413, MASSENGALE STATION – MEDIUM TERM; 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 2015-16 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 2015-16 (Budget Amendment #19) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92141, Substation Relay Upgrade, by shifting the funding source, totaling $510,500, from FY 2015-16 "FY 2016 30-Year LP&L Revenue Bonds" to FY 2016-17 "FY 2017 30-Year LP&L Revenue Bonds".

II. Amend Capital Improvement Project 92273, Substation Land Acquisition, by shifting the funding source, totaling $2,000,000, from FY 2015-16 "FY 2016 30-Year LP&L Revenue Bonds" to FY 2016-17 "FY 2017 30-Year LP&L Revenue Bonds"

III. Amend Capital Improvement Project 92320, Substation Breaker Replacements, by shifting the funding source, totaling $765,750, from FY 2015-16 "FY 2016 30-Year LP&L Revenue Bonds" to FY 2016-17 "FY 2017 30-Year LP&L Revenue Bonds".

IV. Amend Capital Improvement Project 92330, 69kV Transmission Line Reconductoring, by shifting the funding source, totaling $510,500, from FY 2015-16 "FY 2016 30-Year LP&L Revenue Bonds" to FY 2016-17 "FY 2017 30-Year LP&L Revenue Bonds".

V. Amend Capital Improvement Project 92383, Mobile Substation, by shifting the funding source, totaling $2,500,000, from FY 2015-16 "FY 2016 30-Year LP&L Revenue Bonds" to FY 2016-17 "FY 2017 30-Year LP&L Revenue Bonds".

VI. Amend Capital Improvement Project 92403, 69kV Line Rebuild – Thompson to Vicksburg, by decreasing the appropriation and funding in the amount of $630,000, from $750,000 to $120,000. The remaining $120,000 will be used for engineering and design.

VII. Amend Capital Improvement Project 92404, 115kV Line Construction-Northwest to Mackenzie, by decreasing the appropriation and funding in the amount of $4,250,000, from $5,000,000 to $750,000. The remaining $750,000 will be used for engineering and design.

VIII. Amend Capital Improvement Project 92405, 69kV Line Rebuild-Chalker to Thompson, by decreasing the appropriation and funding in the amount of $1,275,000, from $1,500,000 to $225,000. The remaining $225,000 will be used for engineering and design.

IX. Amend Capital Improvement Project 92406, 69kV Line Rebuild – Chalker to Oliver, by decreasing the appropriation and funding in the amount of $1,275,000, from $1,500,000 to $225,000. The remaining $225,000 will be used for engineering and design.

X. Amend Capital Improvement Project 92407, Southeast Substation Autotransformer, by decreasing the appropriation and funding in the amount of $850,000, from $1,000,000 to $150,000. The remaining $150,000 will be used for engineering and design.

XI. Amend Capital Improvement Project 92408, 69kV Capacitor Upgrade – Vicksburg, by decreasing the appropriation and funding in the amount of $200,000, from $250,000 to $50,000. The remaining $50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.

XII. Amend Capital Improvement Project 92409, 69kV Capacitor Upgrade – Chalker, by decreasing the appropriation and funding in the amount of $200,000, from $250,000 to $50,000. The remaining $50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.

XIII. Amend Capital Improvement Project 92410, 69kV Capacitor Upgrade – Slaton, by decreasing the appropriation and funding in the amount of $200,000, from $250,000 to $50,000. The remaining $50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.

XIV. Amend Capital Improvement Project 92413, Massengale Station – Medium Term, by decreasing the appropriation and funding in the amount of $3,798,700, from $4,798,700 to $1,000,000. The remaining $1,000,000 will be used for the engineering, design, and preliminary construction of the Massengale Controls upgrade.

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

ccdocs/BudgetFY1516 Amend19.ord
March 24, 2016

RESOLUTION

WHEREAS, the City of Lubbock has a responsibility to its citizens to carefully budget and account for the financing and funding of Lubbock Power & Light, prudently manage Lubbock Power & Light's municipal finances, and plan for the adequate funding of services by Lubbock Power & Light;

WHEREAS, the purpose of the budget for Lubbock Power & Light is to achieve the goals outlined above and to achieve a long-term stable and positive financial position of Lubbock Power & Light by exercising integrity, prudence, responsible stewardship, and planning accountability;

WHEREAS, the Electric Utility Board is charged with approving an annual budget and submitting a budget and any amendments thereto for Lubbock Power & Light to the City Council for adoption pursuant to Division 12, Section 2.03.415(a) of the Code of Ordinances of the City of Lubbock; NOW THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board hereby approves the amendment to the City of Lubbock's Budget for Lubbock Power & Light, and requests that the City Council so amend the City of Lubbock's Budget for Lubbock Power & Light, for fiscal year 2015-16, as follows:

Amend CIP # 92141, Substation Relay Upgrade – by shifting the funding source, totaling $510,500, from FY 2015-16 "FY 2016 30-Year LP&L Revenue Bonds" to FY 2016-17 "FY 2017 30-Year LP&L Revenue Bonds".

Amend CIP # 92273, Substation Land Acquisition – by shifting the funding source, totaling $2,000,000, from FY 2015-16 "FY 2016 30-Year LP&L Revenue Bonds" to FY 2016-17 "FY 2017 30-Year LP&L Revenue Bonds"

Amend CIP # 92320, Substation Breaker Replacements - by shifting the funding source, totaling $765,750, from FY 2015-16 "FY 2016 30-Year LP&L Revenue Bonds" to FY 2016-17 "FY 2017 30-Year LP&L Revenue Bonds".

Amend CIP # 92330, 69kV Transmission Line Reconductoring – by shifting the funding source, totaling $510,500, from FY 2015-16 "FY 2016 30-Year LP&L Revenue Bonds" to FY 2016-17 "FY 2017 30-Year LP&L Revenue Bonds".

Amend CIP # 92383, Mobile Substation – by shifting the funding source, totaling $2,500,000, from FY 2015-16 "FY 2016 30-Year LP&L Revenue Bonds" to FY 2016-17 "FY 2017 30-Year LP&L Revenue Bonds".

Amend CIP # 92403, 69kV Line Rebuild – Thompson to Vicksburg – by decreasing the appropriation and funding in the amount of $630,000, from $750,000 to $120,000. The remaining $120,000 will be used for engineering and design.

Amend CIP # 92404, 115kV Line Construction-Northwest to Mackenzie – by decreasing the appropriation and funding in the amount of $4,250,000, from

$5,000,000 to $750,000. The remaining $750,000 will be used for engineering and design.

Amend CIP # 92405, 69kV Line Rebuild-Chalker to Thompson – by decreasing the appropriation and funding in the amount of $1,275,000, from $1,500,000 to $225,000. The remaining $225,000 will be used for engineering and design.

Amend CIP # 92406, 69kV Line Rebuild – Chalker to Oliver – by decreasing the appropriation and funding in the amount of $1,275,000, from $1,500,000 to $225,000. The remaining $225,000 will be used for engineering and design.

Amend CIP # 92407, Southeast Substation Autotransformer – by decreasing the appropriation and funding in the amount of $850,000, from $1,000,000 to $150,000. The remaining $150,000 will be used for engineering and design.

Amend CIP # 92408, 69kV Capacitor Upgrade – Vicksburg – by decreasing the appropriation and funding in the amount of $200,000, from $250,000 to $50,000. The remaining $50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.

Amend CIP # 92409, 69kV Capacitor Upgrade – Chalker – by decreasing the appropriation and funding in the amount of $200,000, from $250,000 to $50,000. The remaining $50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.

Amend CIP # 92410, 69kV Capacitor Upgrade – Slaton – by decreasing the appropriation and funding in the amount of $200,000, from $250,000 to $50,000. The remaining $50,000 will be used for capacitor banks, metering equipment, and all of the protection associated with protecting the capacitor banks. A circuit breaker currently held in inventory will be utilized to complete this project.

Amend CIP # 92413, Massengale Station – Medium Term – by decreasing the appropriation and funding in the amount of $3,798,700, from $4,798,700 to $1,000,000. The remaining $1,000,000 will be used for the engineering, design, and preliminary construction of the Massengale Controls upgrade.

Passed by the Electric Utility Board this 15th day of March, 2016.

Greg Taylor, Chairman

ATTEST:

James Conwright, Board Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Richard Casner, LP&L General Counsel

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

Meeting Date: 04/28/2016

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 22 amending the FY 2015-16 budget for municipal purposes respecting the North Point Public Improvement District (PID) Special Revenue Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Amend the North Point PID Special Revenue Fund by increasing the appropriation by $100,000 for capital outlay, from $150,000 to $250,000, for the purpose of constructing a walking track. This increases the FY 2015-16 budget by $100,000, from $223,206 to $323,206. The North Point PID Advisory Board has approved the design and cost of the walking track.

Fiscal Impact

$471,500 is available in fund balance for the purpose of constructing a walking track and other public improvements within the North Point PID.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 22

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT (PID) SPECIAL REVENUE FUND; 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 2015-16 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 2015-16 (Budget Amendment #22) for municipal purposes, as follows:

I. Amend the North Point PID Special Revenue Fund by appropriating an additional $100,000 for capital outlay, from $150,000 to $250,000.

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

ccdocs/BudgetFY1516.Amend22.ord
April 18, 2016

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

Meeting Date: 04/28/2016

Information

Agenda Item

Ordinance Amendment 1st Reading - Finance: Consider an ordinance amending Ordinance 2015-O0067 in regard to the North Point Public Improvement District Revised 2015 Service and Assessment Plan by updating the Revised 2015 Service and Assessment Plan to increase the appropriated capital outlay for the purpose of the construction of a walking track; providing a savings clause; and providing for publication.

Item Summary

The North Point PID Advisory Board has recommended that the 2015 Revised Service and Assessment Plan, approved as Exhibit B in Ordinance 2015-O0079, be amended to increase appropriation for capital outlay by $100,000, from $150,000 to $250,000, to provide for the entire cost of constructing the walking track due to no actual costs being incurred in FY 2014-15. The Board approved the current design and cost of the walking track at the meeting held on May 21, 2015. The 2015 Revised Service and Assessment Plan is amended with this ordinance and attached as Exhibit A.

Fiscal Impact

Estimated revenues for the North Point PID in FY 2015-16 are $105,703 with $471,500 available fund balance.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - North Point PID Service and Assessment Amendment

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 2015-O0079 IN REGARD TO THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT REVISED 2015 SERVICE AND ASSESSMENT PLAN BY UPDATING THE REVISED 2015 SERVICE AND ASSESSMENT PLAN TO INCREASE THE APPROPRIATED CAPITAL OUTLAY FOR THE PURPOSE OF THE CONSTRUCTION OF A WALKING TRACK; PROVIDING A SAVINGS CLAUSE; AND, PROVIDING FOR PUBLICATION.

WHEREAS, the appropriated capital outlay approved under Ordinance No. 2015-O0079 in the Revised 2015 Service and Assessment Plan (the "Plan") of the North Point Public Improvement District (the "PID") included only a portion of the entire cost for the construction of a public walking track (the "Project Costs"); and

WHEREAS, the PID has sufficient funds to support the entire Project Costs; and

WHEREAS, the Plan requires an update to reflect the capital outlay for the entire Project Costs; **NOW THEREFORE,**

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

SECTION 1. THAT Ordinance No. 2015-O0079 is hereby amended to update the Revised 2015 Service and Assessment Plan attached as "Exhibit B" to said Ordinance, to increase the appropriated capital outlay for the entire cost of the construction of a walking track, and with said updated Revised 2015 Service and Assessment Plan replacing and superseding the existing Plan, and with said updated Revised 2015 Service and Assessment Plan being attached as "Exhibit A" hereto.

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT the City Secretary 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 4. 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 _____, 2016.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock, Executive Director of Finance

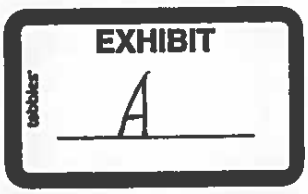
APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

City of Lubbock, TX
Finance Department
North Point PID Assessment and Service Plan
Exhibit B

Method of Assessment

* Properties will be assessed based on the City's 2015 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.14/$100 valuation
* All property will be assessed based on the final 2015 "net taxable value".



City of Lubbock, TX
Finance Department
North Point PID Assessment and Service Plan
Exhibit B

Service Plan

	Actual			Proposed					
Calendar Year	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**	**Totals**
Property Values* (Taxable)	$ 59,408,213	60,090,714	66,087,974	77,486,505	79,036,235	80,616,960	82,229,299	83,873,885	$ 83,873,885
Discounted Property Values	59,408,213	60,090,714	65,955,798	75,161,910	76,665,148	78,198,451	79,762,420	81,357,668	81,357,668
Fiscal Year Revenues	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**Totals^**
Interest	181	977	2,494	476	635	717	801	885	14,342
Assessment @ $0.14	82,784	84,127	92,860	105,227	107,331	109,478	111,667	113,901	1,226,433
Total	$ 82,965	85,104	95,354	105,703	107,966	110,195	112,468	114,786	$ 1,013,521
Expense									
Slide Road - right of way & median maintenance	$ 9,508	10,652	8,819	26,000	26,520	27,050	27,591	28,143	235,813
Water cost for irrigation	7,716	8,038	3,089	24,000	24,720	25,462	26,225	27,012	170,769
Repair and Replacement of Public Improvements	-	-	1,963	5,000	5,100	5,202	5,306	5,412	30,767
Right-of-way Improvements	-	-	-	-	-	-	-	-	500
Seasonal Lighting of Entry	11,018	1,856	1,856	2,625	2,678	2,731	2,786	2,841	29,791
Hike & Bike Trails under utility easement									
50 ft. wide linear track, 17.5 acres @ $1,178	-	-	-	1,020	1,040	1,061	1,082	1,104	16,423
Electric Cost for Lights & Seasonal Lighting	440	432	486	1,227	1,264	1,302	1,341	1,381	11,858
Administrative Costs	4,075	4,901	515	6,995	7,205	7,421	7,644	7,873	52,362
Annual Operation Cost	3,600	3,321	3,502	6,339	6,466	6,595	6,727	6,862	54,227
(Notices, Public Hearings, Collection Costs, Advisory Group)									
Capital Outlay									
Construction of Walking Track	-	-	-	250,000	-	-	-	-	250,000
Total	$ 36,357	29,200	20,231	323,206	74,992	76,824	78,702	80,629	$ 852,509
Cash Reserve	$ 340,473	396,377	471,500	253,997	286,971	320,342	354,108	388,265	$ 388,265

*Property Value growth rate = 2% annually

^Total amounts also include actual revenues and expenses prior to 2012

Assessment Information

2004-2019

Assessment per $100,000 $ 140.00

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

Meeting Date: 04/28/2016

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 21 amending the FY 2015-16 budget for municipal purposes respecting the grant fund to accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Selective Traffic Enforcement Program (STEP) grant; providing for filing; and providing for a savings clause.

Item Summary

Accept and appropriate $10,000 from TxDOT for the STEP grant.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 21

Grant Detail Sheet - Police STEP Click It or Ticket

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) CLICK IT OR TICKET GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2015-16 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 2015-16 (Budget Amendment #21) for municipal purposes, as follows:

I. Accept and appropriate $10,000 from TxDOT for the STEP Click It or Ticket Grant.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
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

ccdocs/BudgetFY1516.Amend21.ord
April 18, 216

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
April 28, 2016

Administrative Information

City Assigned Grant Number	86068
Grant Name	STEP Click-It or Ticket 2014
Grant Effective Date	05/23/2016-6/8/2016
Grant Provider/Agency	Texas Department of Transportation
Grant Award Amount	$ 10,000
Amount City Grant Match	-

Budget Information

Grant Appropriation Detail	**Cost**
Overtime	$ 10,000
Total Appropriation	$ 10,000

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

Meeting Date: 04/28/2016

Information

Agenda Item

Ordinance 2nd Reading - Right-of-Way: Consider an Ordinance 2016-O0055 abandoning and closing a portion of an underground water line easement located in Section 5, Block E-2, Lubbock County, Texas.

Item Summary

This ordinance abandons and closes a portion of an underground water line easement located in Section 5, Block E-2, which is located just east of Frankford and north of 26th Street. Water Engineering is in agreement with the easement closures.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Waterline Easement - Section 5 Block E-2

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING AN UNDERGROUND WATERLINE EASEMENT LOCATED IN SECTION 5, BLOCK E-2, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT the easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described in Exhibit "A", Parcel 1 & 2.

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

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

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

AND IT IS SO ORDERED.

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

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

_____
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-Waterline Easement–Section 5, Block E-2
3.22.16

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

'Parcel 1'

METES AND BOUNDS DESCRIPTION of a 0.258 acre parcel located in Section 5, Block E-2, Lubbock County, Texas, being a portion of Block 1, Lubbock Christian College Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 875, Page 597, Deed Records of Lubbock County, Texas (DRLCT), also being a portion of an Underground Water Line Easement (UWLE) described in County Clerk File Number (CCFN) 2013024396, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 1/2" iron rod found (North: 7273526.91', East: 921237.47') in the East Right-of-Way line of Frankford Avenue as described in Volume 659, Page 257, DRLCT, and in the East line of said Block 1, Lubbock Christian College Addition and in the East line of said UWLE, which bears N. 01°49'57" E. a distance of 352.92 feet from the Southwest corner of said Block 1, Lubbock Christian College Addition, for the most Westerly Southwest corner of this parcel;

THENCE N. 01°49'56" E. along said East Right-of-Way line of Frankford Avenue and along the West line of said Block 1, Lubbock Christian College Addition, and along East line of said UWLE a distance of 30.00 feet to a 1/2" iron rod with cap found (North: 7273556.90', East: 921238.43') at the Northwest corner of said UWLE, for the Northwest corner of this parcel;

THENCE S. 88°15'01" E. along the Northern most line of said UWLE a distance of 61.26 feet to a 1/2" iron rod with cap found at the Northerly most Northeast corner of said UWLE, for the Northeast corner of this parcel;

THENCE S. 01°34'07" W. along the East line of said UWLE a distance of 343.00 feet to a 1/2" iron rod with cap found at an 'ell corner' of said UWLE, for the Southeast corner of this parcel;

THENCE N. 88°10'03" W. a distance of 30.00 feet to a 60d nail set for the most Southerly Southwest corner of this parcel;

THENCE N. 01°34'07" E. a distance of 312.96 feet to a 1/2" iron rod found for an 'ell' corner of this parcel;

THENCE N. 88°15'01" W. a distance of 31.40 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

LAND SURVEYORS
CIVIL ENGINEERS

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

'Parcel 2'

METES AND BOUNDS DESCRIPTION of a 0.501 acre parcel located in Section 5, Block E-2, Lubbock County, Texas, being a portion of the West 235 Acres of the South half of Section 5, Block E-2, described in Volume 826, Page 58, Deed Records of Lubbock County, Texas (DRLCT), and being a portion of Tract "B", L.C.U. Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number (CCFN) 2008026641, Official Public Records, Lubbock County, Texas (OPRLCT), and being a portion of an Underground Water Line Easement (UWLE) described in CCFN 2013024396, OPRLCT, being further described as follows:

BEGINNING at a 1/2" iron rod found (North: 7273174.18', East: 921226.18') in the East Right-of-Way line of Frankford Avenue as described in Volume 659, Page 257, DRLCT, and in the West line of said UWLE, at the Southwest corner of Block 1, Lubbock Christian College Addition, to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 875, Page 597, DRLCT, for the Northwest corner of this parcel;

THENCE S. 88°10'03" E. along the South line of said Block 1, Lubbock Christian College Addition, a distance of 497.71 feet to a 1/2" iron rod with cap set (North: 7273158.26', East: 921723.64') for a corner of this parcel;

THENCE S. 83°28'27" E. at 94.61 feet pass the West line of said Tract "B", L.C.U. Addition, continuing for a total distance 230.40 feet to a point in the East line of said UWLE, for the Northeast corner of this parcel;

THENCE S. 06°31'33" W. along the East line of said UWLE a distance of 30.00 feet to a 1/2" iron rod with cap found for the Southeast corner of this parcel;

THENCE N. 83°28'27" W. along the South line of said UWLE, at 133.35 feet pass the West line of said Tract "B", L.C.U. Addition, continuing for total a distance of 229.17 feet to a 1/2" iron rod with cap found for a corner of this parcel;

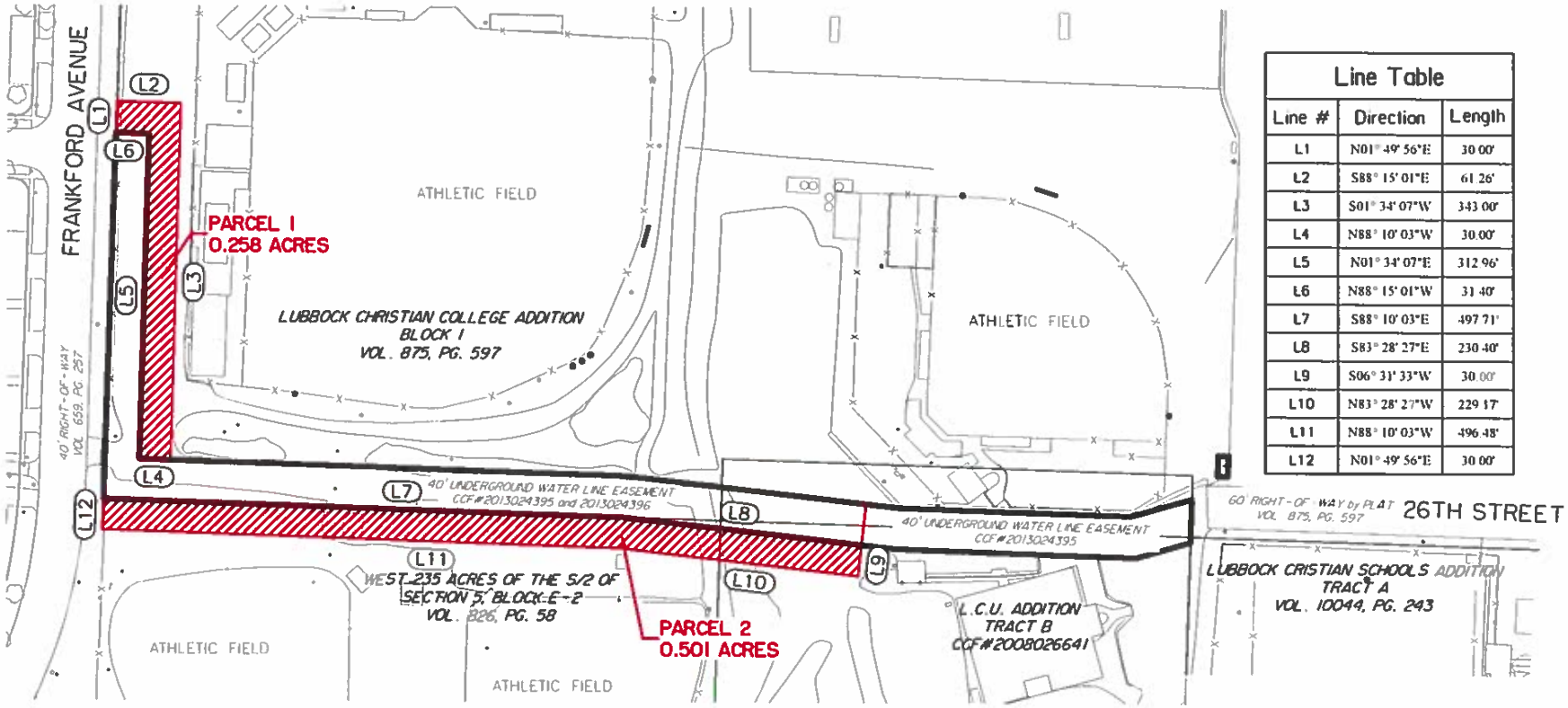
THENCE N. 88°10'03" W. along the South line of said UWLE a distance of 496.48 feet to a 1/2" iron rod with cap set in the East Right-of-Way line of said Frankford Avenue at the Southwest corner of said UWLE, for the Southwest corner of this parcel;

THENCE N. 01°49'56" E. along the East line of said UWLE and along the East Right-of-Way line of said Frankford Avenue a distance of 30.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

BAILEY COUNTY WATER PIPELINE
Parcel No. 3 - Proposed Easement Closure
PERIMETER SURVEY OF A 0.258 ACRE TRACT and
A 0.501 ACRE TRACT LOCATED IN
SECTION 5, BLOCK E-2
LUBBOCK COUNTY, TEXAS

SCALE : 1"=150'



Line Table		
Line #	Direction	Length
L1	N01° 49' 56"E	30.00'
L2	S88° 15' 01"E	61.26'
L3	S01° 34' 07"W	343.00'
L4	N88° 10' 03"W	30.00'
L5	N01° 34' 07"E	312.96'
L6	N88° 15' 01"W	31.40'
L7	S88° 10' 03"E	497.71'
L8	S83° 28' 27"E	230.40'
L9	S06° 31' 33"W	30.00'
L10	N83° 28' 27"W	229.17'
L11	N88° 10' 03"W	496.48'
L12	N01° 49' 56"E	30.00'

NOTES:
- RED LINES INDICATE LIMITS OF THE EASEMENT AREA TO BE CLOSED, AS RECORDED IN CCFN 2013024396. RED HATCHING INDICATES THE AREA THAT WILL NOT BE SUBJECT TO EITHER EASEMENT AFTER CLOSURE.
- HEAVY LINES INDICATE LIMITS OF THE EASEMENT RECORDED IN CCFN 2013024395. THIS AREA WILL REMAIN AN UNDERGROUND WATER LINE EASMENT.

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

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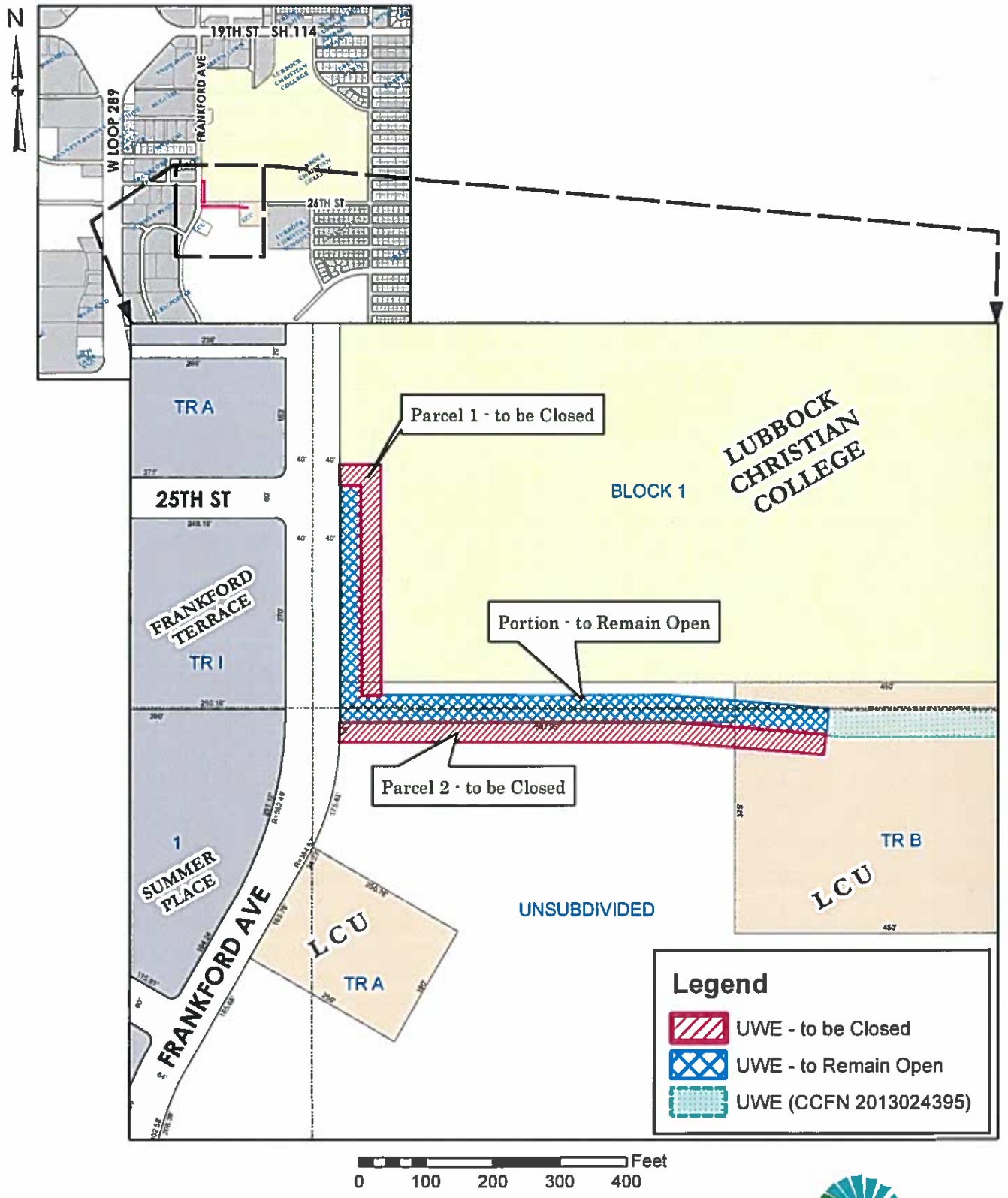
Proposed Closing of 2 Portions of an Underground Water Line Easement (CCFN 2013024396) as Described in Parcel 1 & 2 Located in Block 1, Lubbock Christian College Addition, Tract B, LCU Addition, and Unsubdivided Land



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

City of Lubbock TEXAS

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

Meeting Date: 04/28/2016

Information

Agenda Item

Ordinance 1st Reading - Right-A-Way: Consider an ordinance abandoning and closing a portion of 135th Street that was dedicated as a future street stub located in Section 4, Block AK, Lubbock County, Texas, which is located between Orlando Avenue and Norfolk Avenue.

Item Summary

This ordinance abandoning and closing a portion of 135th Street that was dedicated as a future street stub located in Section 4, Block AK, Lubbock County, Texas. The easement is no longer needed for this purposes. All utility companies are in agreement with this easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - 135th Street

Survey - 135th Street , Section 4, Block AK

Map - 135th Street

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF 135th STREET, A STREET RIGHT-OF-WAY (STREET STUB), LOCATED IN BLOCK AK, SECTION 4, 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 street right-of-way hereinafter described in the body of this Ordinance is no longer needed for street right-of-way purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for street right-of-way 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 street right-of-way as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for street right-of-way purposes and for public use, such street right-of-way being more particularly described as Exhibit "A".

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

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

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

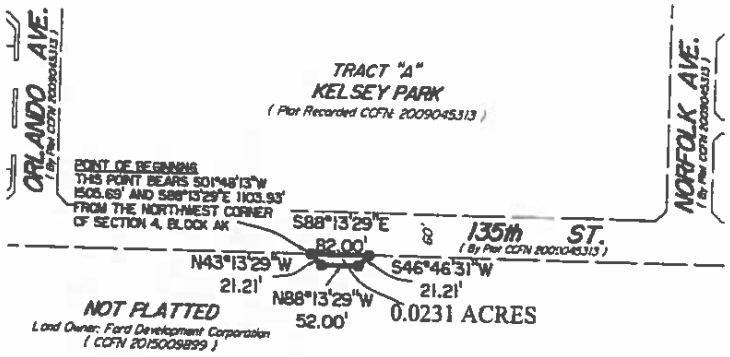
_____
Chad Weaver, City Attorney

A&C.Blk AK, Section 4,135th St.ord
3.31.16

PERIMETER SURVEY OF A 0.0231 ACRE TRACT OF LAND LOCATED IN

SECTION 4, BLOCK AK

LUBBOCK COUNTY, TEXAS



METES AND BOUNDS DESCRIPTION of a 0.0231 acre tract of land being a portion of 135th Street as dedicated by plat recorded under County Clerk File Number 2009045313 of the Official Public Records of Lubbock County, Texas (OPRLCT), located in Section 4, Block AK, 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 said 135th Street and the Northern boundary of a 48.957 acre tract of land as described under County Clerk File Number 2015009899 of the Official Public Records of Lubbock County, Texas, at the Northwest corner of this tract, which bears S. 01°4813" W. a distance of 1505.69 feet and S. 88°13'29" E. a distance of 1103.93 feet from the Northwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 88°13'29" E. a distance of 82.00 feet to a 1/2" iron rod with cap found in the South right-of-way line of said 135th Street and the Northern boundary of said 48.957 acre tract at the Northeast corner of this tract;

THENCE S. 46°46'31" W., along the South right of way line of said 135th Street and the Northern boundary of said 48.957 acre tract, a distance of 21.21 feet to a 1/2" iron rod with cap found at the Southeast corner of this tract;

THENCE N. 88°13'29" W., continuing along the South right of way line of said 135th Street and the Northern boundary of said 48.957 acre tract, a distance of 52.00 feet to a 1/2" iron rod with cap found at the Southwest corner of this tract;

THENCE N. 43°13'29" W., continuing along the South right of way line of said 135th Street and the Northern boundary of said 48.957 acre tract, a distance of 21.21 feet to the Point of Beginning.

CONTAINS: 1,005 square feet

I, Brent Carroll, Texas Registered Professional Land Surveyor No. 5410, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.

October 29, 2013

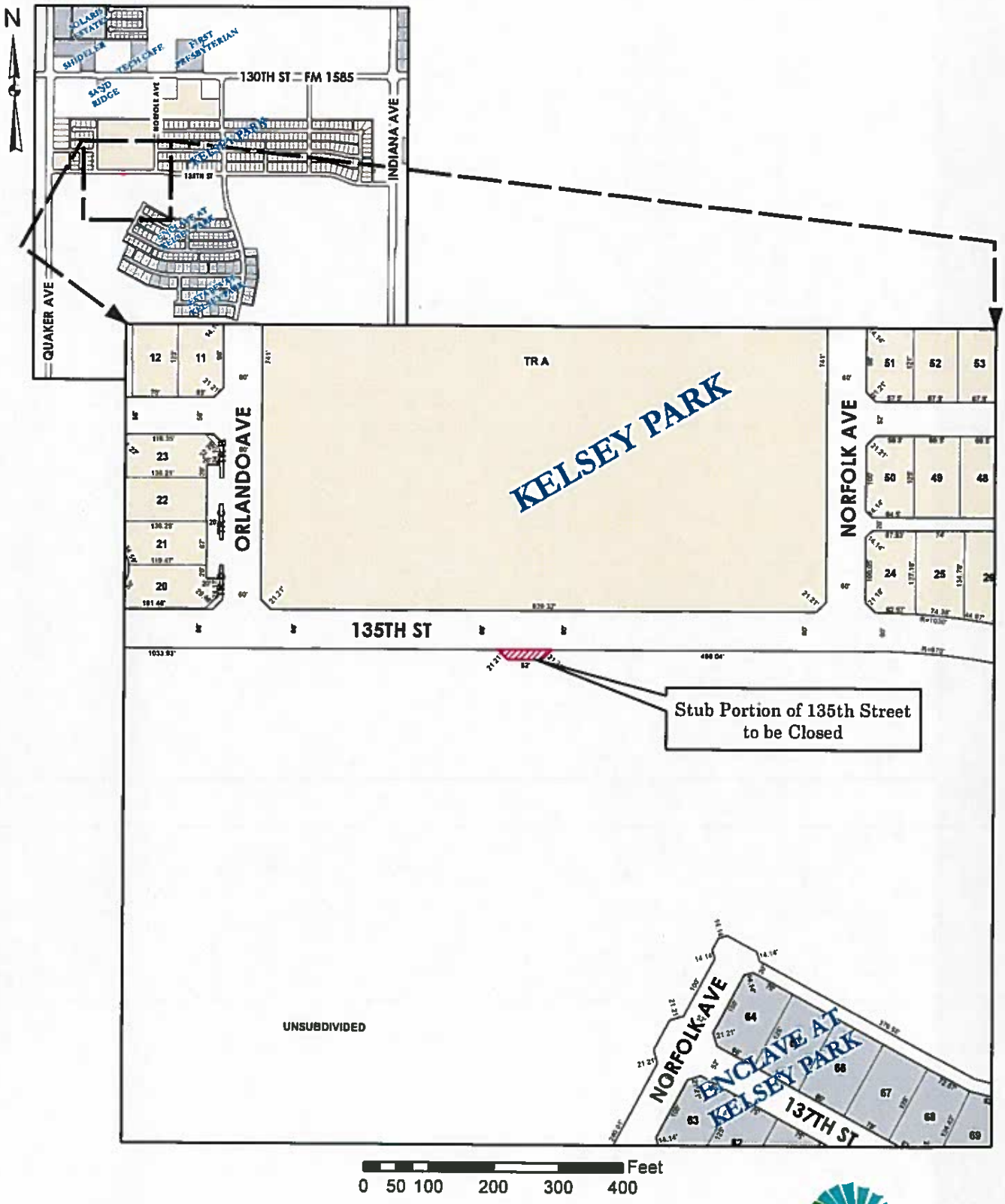
Revised March 29, 2016 to update adjacent recording information

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

SCALE: 1"=200'
CONTROL MONUMENTS AS FOUND & SHOWN
HEAVY LINE INDICATES PLAT LIMITS
CCFN - COUNTY CLERK FILE NUMBER
● - FD. 1/2" IRON ROD w/CAP
BEARINGS RELATIVE TO GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983, NORTH - CENTRAL ZONE, (2011, EPOCH 2010.0). DISTANCES ARE SURFACE, U.S. SURVEY FEET

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

Proposed Closing of a Portion of 135th Street (Street Stub) Located Along the South Right-of-Way Line of 135th Street Between Norfolk Avenue and Orlando 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.

City of Lubbock TEXAS

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

Meeting Date: 04/28/2016

Information

Agenda Item

Ordinance 2nd Reading - Stormwater Engineering: Ordinance 2016-O0056 amending Chapter 22, Stormwater Regulations, of the Lubbock Code of Ordinances, providing for the amendment of such code regarding enforcement.

Item Summary

Stormwater Regulation Ordinance 2008-O0095 was adopted on November 20, 2008. This amendment cleans up some procedural issues regarding the enforcement portion and provides more flexibility for field inspectors to align with varying situations that have been observed in the field.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance redline

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO VERBAL WARNINGS; NOTICE OF VIOLATIONS; STOP WORK ORDERS; AND APPEALS, INTERPRETATION, AND VARIANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY 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 amendments to Chapter 22 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 22.11.039 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.11.039 Enforcement

(a) Enforcement responsibility. The stormwater engineer or his/her designee shall have the responsibility for enforcement of the provisions of this article. The duties of such designee shall include the responsibility of ensuring that all facilities and construction sites conform with this article and to any other applicable state and federal laws, requirements and regulations of this Code of Ordinances, or otherwise of the City of Lubbock. The city manager shall have the authority to adopt policies and procedures ~~not inconsistent~~ consistent with the terms of this article necessary to implement its provisions.

(b) Violations. It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this article. Any person who has violated or continues to violate the provisions of this article, will be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law. The penalties set forth herein are non-progressive, and may be assessed in any order.

(c) Nuisances.

(1) An actual or threatened discharge to the MS4 or waters of the United States that violates or would violate this article shall be deemed a nuisance.

(2) A line conveying sanitary sewage or designed to convey sanitary sewage that is connected to the MS4 or waters of the United States shall be deemed a nuisance.

(3) Any premises upon which mobile wash cleaning wastewater has accumulated and which is emitting noxious or offensive odors, or which is creating

an unsanitary condition, or which is injurious to the public health or the environment, shall be deemed a nuisance.

~~(d) Verbal warnings. The stormwater engineer shall retain the authority to provide a verbal warning and instruct an operator of a facility or a construction site that commits any acts prohibited by this article to achieve compliance as determined by the stormwater engineer. The stormwater engineer will provide a reasonable amount of time, but not more than sixty (60) days specific to the occurrence, to remedy the violation.~~

~~(c)~~ (d) Notice of violations/Administrative appeals, interpretations, & variances.

(1) If the stormwater engineer determines that there is a ~~an illicit discharge, a failure to maintain a facility or construction site in conformance with this article, or any other~~ violation of this article, written notice shall be served upon the property owner, operator of record, or responsible party of the construction site or facility. ~~the property owner or operator of record by registered or certified mail to the address of the property owner of record.~~

(2) The notice shall specify the measures, as appropriate, required to attain full compliance with this article, and further shall specify the time within which such measures shall be completed. Failure by the property owner, operator of record, or responsible party of the construction site or facility to comply within the time specified shall be deemed to be a violation of this article subject to the penalties outlined herein.

(3) Any appeals or~~,~~ interpretations of, or variances to,~~of~~ administrative decisions of the stormwater engineer shall first be to the director of public works, then to the permit and license appeal board, then to a court of competent jurisdiction, including municipal court.

(4) Written request for an appeal, interpretation or variance of an administrative decision must be made within ten (10) days of receipt of violation or claim.

~~(f)~~ (e) Stop work orders.

(1) The stormwater engineer shall retain the authority to issue stop work orders for any construction site in violation of this article.

(2) Stop work orders. If the stormwater engineer determines that compliance subsequent to a notice of violation is not being attained, that a construction site is operating in a dangerous or unsafe manner, or that conditions exist at a construction site that may lead to an illicit discharge, upon written notice of an issuance of a stop work order, such work or conditions shall be immediately terminated or remedied. Written notice of such notice shall be provided to the property owner, operator of record, ~~and~~ or responsible party of the construction site

and shall state the conditions under which work may be resumed. However, where an emergency exists which may result in discharge of hazardous materials or other discharges which pose an immediate threat to health and safety, or are likely to result in immediate injury and harm to property, natural resources, wildlife, or habitat written notice shall be delivered as soon as practicable.

(3) Failure to comply with a stop work order shall be deemed to be a violation of this article subject to the penalties outlined herein.

~~(g)~~ (f) Penalties and violations.

(1) Violations of provisions of this article or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with approval of variances) shall constitute an offense punishable by a fine not to exceed $2,000 per violation per day. Any person who violates this article shall upon conviction thereof be fined in accordance with section 1.01.004 General Provisions of this code. Each day such violation continues shall be considered a separate offense.

(2) The owner or operator of any facility, construction site, structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.

(3) Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

~~(h) Appeals, interpretation, & variances.~~

~~(1) Any appeals, interpretations or variances of the stormwater engineer shall first be to the director of public works, then to the permit and license appeal board, then to a court of competent jurisdiction, including municipal court.~~

~~(2) Written request for an appeal, interpretation or variance of an administrative decision must be made within ten (10) days of receipt of violation or claim.~~

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 _____, 2016.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

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

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO VERBAL WARNINGS; NOTICE OF VIOLATIONS; STOP WORK ORDERS; AND APPEALS, INTERPRETATION, AND VARIANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY 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 amendments to Chapter 22 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 22.11.039 of the Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.11.039 Enforcement

(a) Enforcement responsibility. The stormwater engineer or his/her designee shall have the responsibility for enforcement of the provisions of this article. The duties of such designee shall include the responsibility of ensuring that all facilities and construction sites conform with this article and to any other applicable state and federal laws, requirements and regulations of this Code of Ordinances, or otherwise of the City of Lubbock. The city manager shall have the authority to adopt policies and procedures consistent with the terms of this article necessary to implement its provisions.

(b) Violations. It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this article. Any person who has violated or continues to violate the provisions of this article, will be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law. The penalties set forth herein are non-progressive, and may be assessed in any order.

(c) Nuisances.

(1) An actual or threatened discharge to the MS4 or waters of the United States that violates or would violate this article shall be deemed a nuisance.

(2) A line conveying sanitary sewage or designed to convey sanitary sewage that is connected to the MS4 or waters of the United States shall be deemed a nuisance.

(3) Any premises upon which mobile wash cleaning wastewater has accumulated and which is emitting noxious or offensive odors, or which is creating an

unsanitary condition, or which is injurious to the public health or the environment, shall be deemed a nuisance.

(d) Notice of violations/Administrative appeals, interpretations, & variances.

(1) If the stormwater engineer determines that there is a violation of this article, written notice shall be served upon the property owner, operator of record, or responsible party of the construction site or facility.

(2) The notice shall specify the measures, as appropriate, required to attain full compliance with this article, and further shall specify the time within which such measures shall be completed. Failure by the property owner, operator of record, or responsible party of the construction site or facility to comply within the time specified shall be deemed to be a violation of this article subject to the penalties outlined herein.

(3) Any appeals or interpretations of, or variances to, administrative decisions of the stormwater engineer shall first be to the director of public works, then to the permit and license appeal board, then to a court of competent jurisdiction, including municipal court.

(4) Written request for an appeal, interpretation or variance of an administrative decision must be made within ten (10) days of receipt of violation or claim.

(e) Stop work orders.

(1) The stormwater engineer shall retain the authority to issue stop work orders for any construction site in violation of this article.

(2) If the stormwater engineer determines that compliance subsequent to a notice of violation is not being attained, that a construction site is operating in a dangerous or unsafe manner, or that conditions exist at a construction site that may lead to an illicit discharge, upon written notice of an issuance of a stop work order, such work or conditions shall be immediately terminated or remedied. Written notice of such notice shall be provided to the property owner, operator of record, or responsible party of the construction site and shall state the conditions under which work may be resumed. However, where an emergency exists which may result in discharge of hazardous materials or other discharges which pose an immediate threat to health and safety, or are likely to result in immediate injury and harm to property, natural resources, wildlife, or habitat written notice shall be delivered as soon as practicable.

(3) Failure to comply with a stop work order shall be deemed to be a violation of this article subject to the penalties outlined herein.

(f) Penalties and violations.

(1) Violations of provisions of this article or failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with approval of variances) shall constitute an offense punishable by a fine not to exceed $2,000 per violation per day. Any person who violates this article shall upon conviction thereof be fined in accordance with section 1.01.004 General Provisions of this code. Each day such violation continues shall be considered a separate offense.

(2) The owner or operator of any facility, construction site, structure, premises, or part thereof, and any architect, builder, contractor, agent, or other person who commits, participates in, assists in, or maintains such violation may each be found guilty of a separate offense and suffer the penalties herein provided.

(3) Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

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

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

Ord.Stormwater Amend. 3.30.16

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

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Stormwater Engineering: Consider a resolution authorizing the Mayor to execute Amendment 2 on Professional Services Contract 12041 with Parkhill, Smith and Cooper, Inc., to provide professional engineering services for design and bid phase services for Phase 2 of the Northwest Lubbock Drainage Improvements Project 2014-R0314.

Item Summary

This contract is a time extension only for the completion of the Phase 2 design and bid phase services of the Northwest Lubbock Drainage Improvements Project. This phase will complete the primary trunk line from the existing terminus on Texas Tech Parkway between Erskine and 4th Street to Maxey Park at approximately Quaker Avenue and 24th Street. Due to project constraints and delays, this time extension is necessary to incorporate any field updates and complete the design of the project prior to bidding the construction contract and allow City Engineering Staff to complete specification and plan reviews.

This project will ultimately benefit the Maxey Park area, the Arnett-Benson neighborhood and the areas around Playa Lakes 71 (north Wal-Mart), 47 (north Loop & Slide), 46 (4th Street & Quaker), and 45 (Higginbotham Park). All of these lakes will eventually be tied into the storm sewer and will ultimately remove over 1,250 structures from the mapped floodplain. This project will reduce the risk of flooding in the impacted areas.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Resolution - Parkhill, Smith & Cooper Professional Service Contract Amendment

Professional Service Contract Amendment - Parkhill, Smith & Cooper

CIP Detail - Northwest Lubbock and Maxey Park Project

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 Second Amendment to a Professional Services Contract No. 12041 to provide professional engineering services related to the Northwest Lubbock Drainage Improvements Project, Phase 2, by and between the City of Lubbock and Parkhill, Smith & Cooper, Inc., 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 _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Jennifer Davidson, P.E., Stormwater Engineer

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.PSC-Parkhill, Smith & Cooper- Second Amend 12041
4.28.16

Second Amendment of Professional Services Contract

This Second Amendment of Agreement for Engineering Services (the "Amendment"), is executed and effective this ____ day of _____, 2016 by and between the City of Lubbock ("City"), a Texas home rule municipal corporation, and Parkhill, Smith and Cooper, Inc. ("Engineer "), a Texas corporation.

WHEREAS, the City and Engineer entered into that certain Agreement for Engineering Services, dated effective September 11th, 2014, Resolution No. 2014-RO314 (the "Original Agreement"), providing for engineering services related to the Northwest Lubbock Drainage Improvements Project, Phase 2;

WHEREAS, it has come to the attention of City and Engineer that additional time is needed to perform the services contemplated by the Original Agreement;

WHEREAS, the City amenable to extending the time to complete such services;

WHEREAS, the City and Engineer now desire to amend the Original Agreement to provide for such additional time.

NOW, THEREFORE, for good valuable consideration, the receipt and sufficiency of which is hereby stipulated, the City and Engineer agree as follows:

1) Article I of the Original Agreement, as amended, is deleted in its entirety, and is replaced with the following:

ARTICLE I.

The term of this Contract commences on the Effective Date and continues without interruption until January 31, 2017.

2) The following changes are made to Exhibit B:

1. "A. GENERAL", paragraph 1 is deleted and replaced with the following, to-wit:

   The Engineer will be paid on an hourly rate basis as shown on the attached Hourly Rate Schedule. Hourly fees listed herein will apply until December 31, 2016. Hourly fees will be adjusted thereafter on January 1 of each successive year, as provided in Exhibit B, paragraph A.3. Subconsultant personnel services will be billed at cost. Engineer and subconsultant reimbursable expenses will be billed at cost plus 15 percent surcharge.

2. Under "A. GENERAL", add the following paragraph in its entirety:

   8. The following expenses are reimbursable: Actual expenses directly applicable to the project (such as vehicle mileage, postage, reproductions, equipment rentals, etc.).

3. "B. BASIC SERVICES", paragraph 2, is hereby deleted in its entirety, and replaced with the following, to wit:

   The Engineer shall start the performance of the Basic Services within ten (10) days of the Effective Date of this contract and will complete the Basic Services by January 31, 2017.

4. "EXHIBIT B, TABLE B-1" is deleted and replaced with the Hourly Rate Schedule.

3) Engineer stipulates and agrees that it is not due any additional consideration for the services to be provided under the Original Agreement, and that this Amendment solely provides additional time to complete such services.

4) Except as expressly amended hereby, the terms and provisions of the Original Agreement, shall remain valid and subsisting as provided therein, and the Engineer and City hereby ratify, affirm and confirm the Original Agreement, in all respects. In the event of a conflict between the terms of the Original Agreement and this Amendment, the terms of this Amendment shall control and prevail.

EXECUTED and effective as of the first date written above.

CITY:

CITY OF LUBBOCK, a Texas home rule municipal corporation

Glen C. Robertson
Mayor

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Michael G. Keenum, P.E.
City Engineer

Jennifer Davidson, P.E.
Storm Water Engineer

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

ENGINEER:
PARKHILL, SMITH AND COOPER, INC.,
a Texas corporation

Robert H. "Holly" Holder, P.E.
Firm Principal

City of Lubbock, TX
Capital Project
Project Cost Detail
April 28, 2016

Capital Project Number:	92174
Capital Project Name:	Northwest Lubbock and Maxey Park Project

		Budget
Encumbered/Expended		
Parkhill Smith and Cooper Contract Design	$	2,999,975
Parkhill Smith and Cooper Contract Reduction		(717,727)
Parkhill Smith and Cooper - Phase II Contract		729,319
Burlington Northern Santa Fe License Agreement		4,600
Administrative/Bid Cost		20,457
TCEQ NOI		450
Utility Contractors of America, Inc.		30,899,371
Utility Contractors of America, Inc. - CO No. 1		5,080,518
Parkhill, Smith, and Cooper - Construction Phase		2,399,640
Agenda Items Apil 28, 2016		
Parkhill Smith and Cooper - Phase II Time Extension		-
Encumbered/Expended to Date		41,416,603
Estimated Costs for Remaining Appropriation		
Storm Water Drainage Improvements		533,397
Remaining Appropriation		533,397
Total Appropriation To Date	$	41,950,000

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

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Utility and Street Maintenance: Consider a resolution authorizing the Mayor to execute a cost sharing and reimbursement agreement with Betenbough Homes, Inc. and the Frenship Independent School District for additional pavement construction on Upland Avenue.

Item Summary

The City of Lubbock is performing maintenance activities on Upland Avenue between 82nd Street and FM 1585 with the Upland Avenue Mill and Re-Surface Project, contract 12550. In consideration of increased mobility, public safety, and future needs in the area south of 98th Street on Upland Avenue, it is desired to add an additional southbound lane as part of the maintenance construction contract. A public-private partnership has been formed in order to expedite the construction and cost share in the funding of this additional pavement.

Upland Avenue is considered as a thoroughfare according to the City's Master Thoroughfare Plan and is therefore the City's responsibility to pave and maintain. However, the adjacent landowners, Betenbough Homes, Inc. and Frenship Independent School District, recognize the benefits and importance of these improvements and have agreed to assist in funding this addition to expedite the construction of an additional lane. This public-private partnership helps an immediate need for traffic mobility along Upland Avenue while saving the taxpayers money by reducing the overall cost to the City.

Fiscal Impact

A budget amendment will be on a future agenda to appropriate the additional revenue in Capital Improvement Project 92248, Street Maintenance Program, which will assist in funding Change Order 1 of the Upland Avenue Mill and Re-Resurface Project, contract 12550 with West Texas Paving, Inc.

Betenbough Homes Inc., contribution is $97,526.
Frenship Independent School District contribution is $59,774.
City of Lubbock contribution is $67,415 out of existing funding.

Staff/Board Recommending

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

Attachments

Resolution
Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Cost Sharing and Reimbursement Agreement by and between the City of Lubbock and Betenbough Homes, Inc., the Frenship Independent School District, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

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

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Agrmt-Frenship ISD COL St Paving Reimbursement
4.13.16

COST SHARING AND REIMBURSEMENT AGREEMENT

THIS AGREEMENT is entered into by and between the City of Lubbock, Texas, a Texas Home Rule Municipality (the "City"), Betenbough Homes, Inc. ("Betenbough"), the Frenship Independent School District ("FISD"), herein referred to separately as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the City entered into an agreement via Resolution No. 2015-R0380 on November 19, 2015 with West Texas Paving, Inc. ("Contractor") for certain roadway construction and resurfacing (the "Contract"); and

WHEREAS, in light of significantly increased traffic in proximity to the construction project, immediate future needs assessment, and after consultation with the Parties hereto, the City finds that it is in the best interest of the public health, safety, and welfare of the citizens of Lubbock, Texas to execute a change order ("Change Order") to the Contract, providing for a second southbound lane of roadway; and

WHEREAS, on April 28, 2016, the City authorized the execution of the Change Order, at an anticipated cost of TWO HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED FIFTEEN and 20/100 DOLLARS ($224,715.20) to complete the contemplated additional construction; and

WHEREAS, Texas Education Code section 11.168(b) permits the FISD Board of Trustees to enter into an agreement for the improvement of real property not owned by the District if the improvements benefit real property owned or leased by the District, including improvements to highways, streets, roads, sidewalks, crosswalks utilities and drainage improvements; and

WHEREAS, the Parties hereto agree that in order to expedite construction associated with the Change Order, and to fully fund and equitably share among the primary beneficiaries in the additional expense associated therewith, that Betenbough and FISD shall contribute, through partial reimbursement, toward the anticipated costs for work to be completed pursuant to the Change Order as set forth herein.

TERMS

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, the Parties hereby do mutually agree as follows:

1.0 *Parties Obligations*

1.1 City. City shall fund the Change Order as set forth there, and with due care oversee the work done pursuant to the Change Order to completion, unless written consent is otherwise provided by all Parties hereto.

1.2 Betenbough. Betenbough shall reimburse City for a portion of the costs incurred by the City for the Change Order in an amount of NINETY-SEVEN THOUSAND FIVE-HUNDRED TWENTY-SIX and 40/100 DOLLARS ($97,526.40).

1.3 Frenship. Frenship shall reimburse City for a portion of the costs incurred by the City for the Change Order in an amount of FIFTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-FOUR and 24/100 DOLLARS ($59,774.24).

2.0 *Reimbursements*

2.1 Betenbough. Betenbough shall reimburse City the amount set forth in Section 1.2 above, in a form acceptable to the City, on or before thirty (30) days from the date hereof.

2.2 Frenship. Frenship shall reimburse City the amount set forth in Section 1.3 above, in a form acceptable to the City, on or before thirty (30) days from the date hereof.

The City shall promptly provide evidence of the amount of payments made to Contractor pursuant to the Change Order with its written request for reimbursement.

3.0 *Breach*

The failure of either Party to comply with their obligations, including but not limited to promptly reimbursing City the agreed amounts set forth in Section 2.0, shall constitute a breach of this Agreement.

4.0 *Waiver*

The waiver of any requirement hereunder by any Party hereto shall not be effective unless properly authorized and in writing.

5.0 *Term; Termination*

This Agreement shall automatically terminate after final reimbursement by all parties to the City, or the City's termination of its Contract with Contractor, whichever should occur first. This Agreement is not subject to early termination by any Party.

6.0 *Texas Law to Apply*

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Lubbock County, Texas.

7.0 *Notice*

All notices, whether for reimbursement or otherwise, shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested to the following addresses:

City of Lubbock
Attn: City Manager
P.O. Box 2000
Lubbock, Texas 79457

Betenbough Homes, Inc.
Attn: Chris Berry
6305 82nd Street
Lubbock, Texas 79424

Frenship Independent School District
Attn: Superintendent of Schools
501 7th Street
Wolfforth, Texas 79382

8.0 *Legal Construction*

If any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

9.0 *Non-Arbitration*

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

10.0 *Entire Agreement*

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to said matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any Party or anyone acting on behalf of any Party which are not embodied herein and that no other agreements, statement, or promise not contained in this Agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the Parties. No official, representative, agent or employee of either entity, has any authority to modify this Agreement except pursuant to express authority to do so granted by the governing body.

11.0 *Parties Bound/Authority*

This Agreement shall be binding upon and inure to the benefit of the Parties to it and their respective legal representatives, successors and assigns where permitted by this Agreement. The undersigned represent and warrant their authority to execute this Agreement, and to bind the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

City of Lubbock:

GLEN C. ROBERTSON, Mayor

Attest:

Rebecca Garza, City Secretary

Betenbough Homes, Inc.

Chris Berry, Community Developer

Frenship Independent School District

Michelle McCord, Ed.D., Superintendent

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

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Utility and Street Maintenance: Consider a resolution authorizing the Mayor to execute Change Order 1 with West Texas Paving for the Upland Avenue Mill and Re-Surface Project.

Item Summary

A change to the original project requiring additional paving in order to provide safe access to a new school and new church facilities along this project route. These facilities were not under construction during the origination of the contract. The additional work will be paid for at the same unit price as originally bid for the contract. The total for this additional work is $224,715.

Due to unforeseen problems in the existing paved areas, we will be forced to overrun the original estimated quantities to complete patching of the project segment along Upland Avenue between 82nd and 98th Streets. This quantity overrun will add an additional $212,000 to the original contract. These units and the associated cost may adjust slightly up or down based on final quantities. The total cost for this change order is an estimated $436,715.

Fiscal Impact

$54,324,138 is appropriated in Capital Improvement Project 92248, Street Maintenance Program, with $436,715 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Change Order 1 West Texas Paving Inc.

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 1 to that certain Contract No. 12550 by and between the City of Lubbock and West Texas Paving, Inc., for Upland Avenue Mill and Relay per Bid No. ITB-12550-TF, and related documents. Said Change Order No. 1 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES, Change Order 1 – Contract 12550 – West Texas Paving, Inc. – Upland Avenue Mill & Relay
April 20, 2016

City of Lubbock, TX
Capital Project
Project Cost Detail
April 28, 2016

Capital Project Number:	92248
Capital Project Name:	Street Maintenance Program

	Budget
Encumbered/Expended	
FY 2010-11 Street Maintenance and Construction	$ 7,958,621
FY 2011-12 Street Maintenance and Construction	9,886,206
FY 2012-13 Street Maintenance and Construction	9,148,345
FY 2013-14 Street Maintenance and Construction	7,936,341
City of Lubbock Staff Time	35,237
Hugo Reed and Associates Contract 10906	5,603
Bid Cost	1,521
Lone Star Dirt & Paving (2015 Asphalt Patching)	1,229,600
Lone Star Dirt & Paving (2015 Concrete Patching)	746,400
Intermountain Slurry Seal (2015 Micro-Surfacing Project)	3,014,057
Lone Star Dirt & Paving (Frankford Ave Remove and Relay)	1,470,738
Thunder Well Service, LLC	248,083
TRC Companies Bridge Inspection Contract 12024	89,404
Milwaukee LTD Contract 12712	494,254
West Texas Paving Contract 12550 - Upland Remove and Relay	1,775,248
Lone Star Dirt & Paving Contract 12716 (2016 Asphalt Patching)	1,852,550
Lone Star Dirt & Paving Contract 12711 (2016 Concrete Patching)	1,898,973
Pavement Restoration, Inc. Contract 12715 (2016 Asphalt Rejuvenation)	1,100,000
Agenda Item April 28, 2016	
West Texas Paving Contract 12550 Change Order 1	436,715
Encumbered/Expended To Date	49,327,896
Estimated Costs for Remaining Appropriation	
Construction	4,996,242
Remaining Appropriation	4,996,242
Total Appropriation	$ 54,324,138

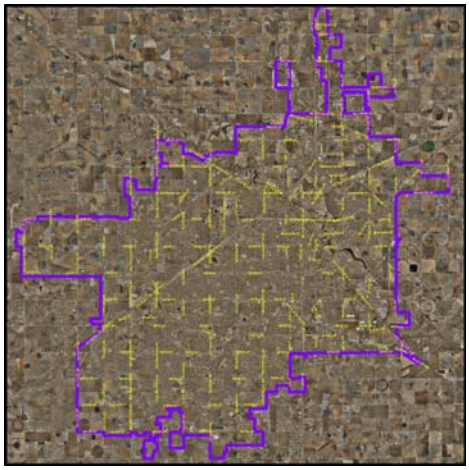
Project Name **Street Maintenance Program** *Project Number* **92248**

Managing Department **Paved Streets**

Project Manager **Kevin Lair**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

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

Project Justification

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

Project History

This project replaced CIP 92125 that funded street maintenance through FY 2009-10.

$9,201,970 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$9,339,999 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$9,480,099 was appropriated in FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012. (General Fund Debt)
$9,622,300 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013. (General Fund Debt)
$6,766,635 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.
$9,913,135 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, September 10, 2015.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total Project Amount
Construction	54,324,138	10,061,832	10,212,759	10,365,950	10,521,439	10,679,261	0	106,165,379
Total Project Appropriation	54,324,138	10,061,832	10,212,759	10,365,950	10,521,439	10,679,261	0	106,165,379

Project Name **Street Maintenance Program** *Project Number* **92248**

Funding Detail	Funding to Date	FY 2016-17	Unappropriated Planning Years FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	Total Funding
FY 2008 Tax Supported Revenue CO's	75,959	0	0	0	0	0	0	75,959
FY 2011 10-Year Certificates of Obligation	9,201,970	0	0	0	0	0	0	9,201,970
FY 2011 Tax Supported Revenue CO's	79,425	0	0	0	0	0	0	79,425
FY 2012 10-Year Certificates of Obligation	9,339,999	0	0	0	0	0	0	9,339,999
FY 2012 Tax Supported Revenue CO's	20,643	0	0	0	0	0	0	20,643
FY 2013 10-Year Tax Revenue CO's	9,304,072	0	0	0	0	0	0	9,304,072
FY 2014 10-Year Tax Revenue CO's	9,622,300	0	0	0	0	0	0	9,622,300
FY 2015 10-Year Tax Revenue CO's	6,324,815	0	0	0	0	0	0	6,324,815
FY 2015 General Fund Pay-As-You-Go	441,820	0	0	0	0	0	0	441,820
FY 2016 10-Year Tax Revenue CO's	3,071,837	0	0	0	0	0	0	3,071,837
FY 2016 General Fund Pay-As-You-Go	6,841,298	0	0	0	0	0	0	6,841,298
FY 2017 10-Year Tax Revenue CO's	0	10,061,832	0	0	0	0	0	10,061,832
FY 2018 10-Year Tax Revenue CO's	0	0	10,212,759	0	0	0	0	10,212,759
FY 2019 10-Year Tax Revenue CO's	0	0	0	10,365,950	0	0	0	10,365,950
FY 2020 10-Year Tax Revenue CO's	0	0	0	0	10,521,439	0	0	10,521,439
FY 2021 10-Year Tax Revenue CO's	0	0	0	0	0	10,679,261	0	10,679,261
Total Funding Sources	54,324,138	10,061,832	10,212,759	10,365,950	10,521,439	10,679,261	0	106,165,379

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

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 12733 with Utility Contractors of America, Inc., for the construction of Major Sanitary Sewer Mains Rehabilitation Phase 1 Project, RFP 16-12733-TF.

Item Summary

The Canyon Lakes Sanitary Sewer Interceptor serves the northwest and northeast sewer sheds of Lubbock and is comprised of approximately 43,000 feet, 24-inch, and 30-inch vitrified clay and ductile iron pipe and 81 brick manholes. The gravity sewer pipeline has surpassed its design life and the physical condition of the interceptor is no longer adequate due to hydrogen sulfide corrosion. The purpose of this construction project is to improve the reliability of the Canyon Lakes Sanitary Sewer Interceptor, to eliminate overflows and infiltration problems along the current sewer line.

Main components of the project will include replacement of 15 existing manholes, installation of 27 new manholes and construction of 6,120-linear feet of large diameter sewer pipeline. The majority of pipelines being replaced on this phase are located on roadway crossings originally constructed of ductile iron pipe through boring. The ductile iron pipe is dilapidated and causing sewer flow in the pipe to surcharge.

Proposals were received and opened on March 3, 2016. They were as follows:

Contractor	Amount
Utility Contractors of America, Inc., Lubbock, TX	$5,097,938
S. J. Louis Construction LTD., Mansfield, TX	5,749,121
MH Civil Constructors Inc., Amarillo, TX	5,815,671

The proposals were evaluated using the following criteria: 60% Price, 30% Contractor Qualifications, 5% Safety Record, and 5% Construction Time, for the maximum point value of 100 points. After the proposals were evaluated, the following ranking was obtained:

Contractor	Points
Utility Contractors of America, Inc., Lubbock, TX	97
S. J. Louis Construction LTD., Mansfield, TX	85
MH Civil Constructors Inc., Amarillo, TX	78

Staff recommends award of the unit price contract to the highest ranked proposer and lowest bidder to Utility Contractors of America, Inc., in the amount of $5,097,938. Time for substantial completion is 270 calendar days with liquidated damages of $1,000 per day in excess.

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

Fiscal Impact

$7,500,000 is appropriated in Capital Improvement Project 92318, Major Sanitary Sewer Mains Rehabilitation, with $5,097,938 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Utility Contractors of America, Inc.

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock Contract 12733 for Canyon Lakes Sanitary Sewer Interceptor Rehabilitation, Phase 1, by and between the City of Lubbock and Utility Contractors of America, Inc., and any 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 _____.

_____
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:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-Nbr 12733,Utility Contractors of America, Inc
3.11.16

REVISED

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: March 3, 2016

PROJECT NUMBER: **RFP 16-12733-TF - Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Phase 1**

Proposal of Utility Contractors of America, Inc. (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of the **Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Phase 1,** having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Bypass Pumping and Appurtenances				
1a	Setup, operate, maintain, and remove bypass pumping and appurtenances as required for Segment 25 improvements	LS	1	30,000^{00}	30,000^{00}
1b	Setup, operate, maintain, and remove bypass pumping and appurtenances as required for Segment 28 improvements	LS	1	30,000^{00}	30,000^{00}
2	Furnish and Install Laterals (Including Reconnections)				
2a	Furnish and install 4-inch sanitary sewer (including gravity and force main) pipe/lateral (including necessary removal and manhole reconnection)	LF	263	97^{00}	25,511^{00}
2b	Furnish and install 8-inch sanitary sewer pipe/lateral (including necessary removal and manhole reconnection)	LF	17	101^{00}	1,717^{00}
2c	Furnish and install 10-inch sanitary sewer pipe/lateral (including necessary removal and manhole reconnection)	LF	20	113^{00}	2,260^{00}

Offeror's Initials: ____

REVISED

2d	Furnish and install 12-inch sanitary sewer pipe/lateral (including necessary removal and manhole reconnection)	LF	490	63.00	30,870.00
3	Furnish and install 24-inch sanitary sewer (FRP or PVC) and steel casing by auger boring, including excavation and restoration of necessary boring pit(s)				
3a	Furnish and install 24-inch sanitary sewer (FRP or PVC) and steel casing by auger boring at Joyland Park (Segment 6/7)	LF	157	750.00	117,750.00
3b	Furnish and install 24-inch sanitary sewer (PVC) and steel casing by auger boring at Segment 12/13/14	LF	273	700.00	191,100.00
3c	Furnish and install 24-inch sanitary sewer (FRP or PVC) and steel casing by auger boring at Segment 16	LF	138	760.00	104,880.00
3d	Furnish and install 24-inch sanitary sewer (FRP or PVC) and steel casing by auger boring at Segment 17	LF	320	760.00	243,200.00
3e	Furnish and install 24-inch sanitary sewer (FRP or PVC) and steel casing by auger boring at Segment 18	LF	300	750.00	225,000.00
4	Furnish and install 30-inch sanitary sewer (FRP or PVC) and steel casing by auger boring, including excavation and restoration of necessary boring pit(s) at Segment 3	LF	225	870.00	195,750.00
5	Furnish and install 24-inch sanitary sewer (FRP or PVC) by auger boring (no steel casing) including excavation and restoration of necessary boring pit(s) at Segment 15	LF	225	600.00	135,000.00
6	Furnish and install 30-inch sanitary sewer (FRP or PVC) by auger boring (no steel casing) including excavation and restoration of necessary boring pit(s) at Segment 4	LF	138	720.00	99,360.00
7	Furnish and install 24-inch sanitary sewer (FRP or PVC) and steel casing by open cut (all depths), including excavation, casing spacers, and trench safety	LF	50	600.00	30,000.00
8	Furnish and install 24-inch sanitary sewer (FRP or PVC) by open cut (all depths), including excavation and trench safety	LF	3,062	370.00	1,132,940.00
9	Furnish and install 30-inch sanitary sewer (FRP or PVC) by open cut (all depths), including excavation and trench safety	LF	492	375.00	184,500.00
10	Furnish and install transition coupling to connect proposed sanitary sewer pipe to existing VCT sanitary sewer (24-inch or 30-inch)	EA	3	8,000.00	24,000.00
11	Furnish and install 12-inch sanitary sewer (PVC) and steel casing by open cut (all depths), including excavation, casing spacers, and trench safety	LF	18	300.00	5,400.00
12	Furnish and install 18-inch sanitary sewer (PVC) by open cut (all depths), including excavation and trench safety at Segment 18	LF	187	370.00	69,190.00

Offeror's Initials: LK

REVISED

13	Furnish and install 18-inch sanitary sewer (PVC) and steel casing by auger boring, including excavation of boring pits, casing spacers, and trench safety at Segment 18	LF	553	650.00	359,450.00
14	Furnish and install new 48-inch diameter fiberglass manhole, including necessary excavation and connection(s) and reconnection(s) to proposed and/or existing sanitary sewer	EA	5	10,000.00	50,000.00
15	Remove (all depths) existing manhole and replace with new 48-inch diameter fiberglass manhole, including necessary excavation and connection(s) and reconnection(s) to proposed and/or existing sanitary sewer	EA	2	12,000.00	24,000.00
16	Furnish and install 48-inch diameter fiberglass manhole at extra depth (beyond 6 vertical feet)	VF	73	270.00	19,710.00
17	Furnish and install new 60-inch diameter fiberglass manhole, including necessary excavation and connection(s) and reconnection(s) to proposed and/or existing sanitary sewer	EA	21	14,000.00	294,000.00
18	Remove (all depths) existing manhole and replace with new 60-inch diameter fiberglass manhole, including necessary excavation and connection(s) and reconnection(s) to proposed and/or existing sanitary sewer	EA	10	16,000.00	160,000.00
19	Furnish and install 60-inch diameter fiberglass manhole at extra depth (beyond 6 vertical feet)	VF	260	350.00	91,000.00
20	Furnish and install new 84-inch diameter fiberglass manhole (all depths), including necessary excavation and connection(s) and reconnection(s) to proposed and/or existing sanitary sewer	EA	1	22,000.00	22,000.00
21	Furnish and install 48-inch diameter fiberglass manhole rehabilitation insert, including all necessary temporary sanitary sewer bypass, plug, or diversion, surface preparation, debris removal, annular space grouting, and connection(s) and reconnection(s) to proposed and/or existing sanitary sewer	EA	3	19,000.00	57,000.00
22	Furnish and install 48-inch diameter fiberglass manhole rehabilitation insert at extra depth (beyond 6 vertical feet)	VF	20	450.00	9,000.00
23	Construct new storm sewer junction box, including excavation, trench safety, dewatering, necessary temporary storm sewer bypass, plug, or diversion divers	EA	1	215,000.00	215,000.00
24	Furnish and install new sanitary sewer cleanout	EA	1	6,000.00	6,000.00
25	Complete sanitary sewer point repair by open cut construction (all depths), including removal of existing pipe, sediment, debris, and contaminated soils	EA	3	20,000.00	60,000.00
26	Furnish and install grout fill of abandoned sanitary sewer, all depths and pipe diameters	CY	1,000	150.00	150,000.00

REVISED

27	Remove and dispose of existing sanitary sewer (all depths, pipe materials, and pipe diameters)	LF	650	100.00	65,000.00
28	Remove and dispose of municipal solid waste and/or construction debris within pipe trench (all depths)	CY	30	225.00	6,750.00
29	Perform site restoration by sodding of all areas disturbed during construction where existing irrigation systems are in place	SY	3,000	5.50	16,500.00
30	Preform site restoration by hydromulch seeding of all areas disturbed during construction where existing irrigation systems are not in place	SY	26,200	5.50	144,100.00
31	Erosion and Sedimentation Controls, including design, permitting, equipment, materials, and other components necessary to setup, maintain, and remove temporary controls	LS	1	30,000.00	30,000.00
32	Traffic control, including design, permitting, equipment, materials, temporary paving, flagmen, and other components necessary to setup, maintain, and remove temporary controls	LS	1	40,000.00	40,000.00
33	Mobilization	LS	1	400,000.00	400,000.00
				Total Amount Bid	5,097,938.00

Alternates

[redacted]	Improvements at Joyland Park (Segment 6 & 7) by Open Cut	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	Furnish and install new 48-inch diameter polymer manhole, including necessary excavation and connection(s) and reconnection(s) to proposed and/or existing sanitary sewer	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	Remove (all depths) existing manhole and replace with new 48-inch diameter polymer manhole, including reconnection(s) to proposed and/or existing sanitary sewer	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	Furnish and install 48-inch diameter polymer manhole at extra depth (beyond 6 vertical feet)	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	Furnish and install new 60-inch diameter polymer manhole, including necessary excavation and connection(s) and reconnection(s) to proposed and/or existing sanitary sewer	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	Remove (all depths) existing manhole and replace with new 60-inch diameter polymer manhole, including reconnection(s) to proposed and/or existing sanitary sewer	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	Furnish and install 60-inch diameter polymer manhole at extra depth (beyond 6 vertical feet)	[redacted]	[redacted]	[redacted]	[redacted]
[redacted]	Furnish and install new 84-inch diameter polymer manhole, including necessary excavation and connection(s) and reconnection(s) to proposed and/or	[redacted]	[redacted]	[redacted]	[redacted]

REVISED

	existing sanitary sewer				
[redacted]	Furnish and install 48-inch diameter polymer manhole rehabilitation insert, including all necessary temporary sanitary sewer bypass, plug, or diversion, surface preparation, debris removal, annular space grouting, and connection(s) and reconnection(s) to proposed and/or existing sanitary sewer	EA	3	28,400.00	85,200.00
[redacted]	Furnish and install 48-inch diameter polymer manhole rehabilitation insert at extra depth (beyond 8 vertical feet)	VF	20	540.00	10,800.00
[redacted]					4,251,712.00

12 Offeror's Initials

REVISED

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONTRUCTION TIME for completion:

TOTAL CALENDAR DAYS: 270 **Substantial Completion**

TOTAL CALENDAR DAYS: 330 **Final Completion**

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **270 CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$1,000** for each consecutive calendar day in excess of the time set forth herein above for substantial completion of this project, all as more fully set forth in the general conditions of the contract documents.

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to finally complete the project within **330 CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$300** for each consecutive calendar day in excess of the time set forth herein above for final completion of this project, all as more fully set forth in the general conditions of the contract documents.

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

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

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

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

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

KZ Offeror's Initials

REVISED

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

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

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

Date: March 3, 2016

Authorized Signature

Ty Lane
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 2/26/16
Addenda No. 2 Date 3/1/16
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Utility Contractors of America, Inc.
Company
5805 CR 7700
Address
Lubbock, Lubbock
City, County
TX, 79424
State Zip Code
Telephone: 806 - 863-2642
Fax: 806 - 863-4132
Email: ty@ucatexas.com
FEDERAL TAX ID or SOCIAL SECURITY No.

75-2214193

M/WBE Firm:

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

FOR CITY USE ONLY

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

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

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

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

City of Lubbock, TX
Capital Project
April 28, 2016

Capital Project Number:	92318
Capital Project Name:	Canyon Lakes Sanitary Sewer Mains Rehabilitation

		Budget
Encumbered/Expended		
City of Lubbock staff time	$	15,991
Lockwood Andrews & Newnam Inc. Contract 11198		487,372
Lockwood Andrews & Newnam Contract 11908		836,100
Agenda Item April 28, 2016		
Lockwood Andrews & Newnam Contract 12843 - Design/RPR		660,540
Utility Contractors of America Contract 12733		5,097,938
Encumbered/Expended To Date		7,097,941
Estimated Costs for Remaining Appropriation		
Sanitary Sewer Mains Rehabilitation		402,059
Remaining Appropriation		402,059
Total Appropriation	$	7,500,000

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

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Replacement Infrastructure**

Project Status **Approved**

Project Scope

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

Project Justification

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

Project History

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

$1.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$6.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Construction	6,000,000	0	2,000,000	3,000,000	1,000,000	0	0	12,000,000
Design and Engineering	1,500,000	0	0	0	0	0	0	1,500,000
Total Project Appropriation	7,500,000	0	2,000,000	3,000,000	1,000,000	0	0	13,500,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Funding
FY 2013 Wastewater Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2015 Wastewater Revenue CO's	6,000,000	0	0	0	0	0	0	6,000,000
FY 2017 Wastewater Revenue CO's	0	0	2,000,000	0	0	0	0	2,000,000
FY 2018 Wastewater Revenue CO's	0	0	0	3,000,000	0	0	0	3,000,000
FY 2019 Wastewater Revenue CO's	0	0	0	0	1,000,000	0	0	1,000,000
Total Funding Sources	7,500,000	0	2,000,000	3,000,000	1,000,000	0	0	13,500,000

Regular City Council Meeting **6. 13.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 12843 professional services agreement with Lockwood, Andrews & Newnam, (LAN) Inc. for Major Sanitary Sewer Mains Rehabilitation Project – Phase 1 and 1A Construction Phase Services, and Phase 1A and 2 Design and Bid Phase Services.

Item Summary

The Canyon Lakes Sanitary Sewer Interceptor serves the northwest and northeast sewer sheds of Lubbock and is comprised of approximately 43,000 feet 24-inch and 30-inch vitrified clay and ductile iron pipe and 81 brick manholes. The gravity sewer pipeline has surpassed its design life and the physical condition of the interceptor is no longer adequate due to hydrogen sulfide corrosion. The purpose of this capital improvements project is to improve the reliability of the Canyon Lakes Sanitary Sewer Interceptor, to eliminate overflows and infiltration problems along the currently dilapidated sewer line.

In 2014, the City of Lubbock retained LAN Inc., for performing Condition Assessment, Capacity Analyses and Design/Bidding for the Major Sanitary Sewer Mains Rehabilitation Capital Improvements Project. This new professional services agreement between the City of Lubbock and LAN, Inc., is for the purpose of furnishing Construction Administration and Resident Project Representative Services during construction of Phase 1 and Phase 1A, as well as performing additional design work on Phase 1A and Phase 2 of the project.

The scope of work shall include general construction administration, engineer-of-record and resident project representative services such as reviewing shop drawings, request-for-information, field orders, change orders and pay applications; attendance of site visits, progress meetings and issuance of substantial and final completion certificates and other associated tasks.

Contract negotiations were conducted with LAN Inc., and fair and reasonable hourly rates were agreed upon for a total amount not to exceed $660,540 with 500 days contract duration. Staff recommends contract 12843, professional services agreement awarded to LAN Inc., for Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Project – Phase 1 and 1A Construction Phase Services, and Phase 1A and 2 Design and Bid Phase Services.

Fiscal Impact

$7,500,000 is appropriated in Capital Improvement Project 92318, Major Sanitary Sewer Mains Rehabilitation, with $660,540 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution

Professional Service Agreement - Lockwood, Andrews & Newnam, Inc.
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Agreement, by and between the City of Lubbock and Lockwood, Andrews & Newnam, Inc., for Canyon Lakes Sanitary Interceptor Rehabilitation Phase 1 and 1A-Construction Phase Services, and Phase 1A and 2-Design and Bid Phase Services, and all related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____, 2016.

_____
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:

_____
Amy L. Sims, Deputy City Attorney

Res-PSAgreement-Lockwood, Andrews & Newnam, Inc
4.11.16

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract, (the "Contract" or "Agreement"), effective as of the ___ day of _____, 2016 (the "Effective Date"), is by and between the City of Lubbock, (the "CITY"), a Texas home rule municipal corporation, and Lockwood, Andrews & Newnam, Inc. ("ENGINEER") a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the CITY desires to obtain professional engineering services related to the Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Phase 1 and 1A – Construction Phase Services and Phase 1A and 2 – Design and Bid Phase Services; (the "Activities"); and

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

WHEREAS, the CITY desires to contract with ENGINEER to provide professional engineering services related to the Activities and ENGINEER desires to provide the Services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Contract, the CITY and ENGINEER hereby agree as follows:

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of 500 days, as set forth in Exhibit "A", attached to and made a part of this Agreement for all purposes. If the Engineer determines that additional time is required to complete the Services, the City Manager, or her designee, may execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this agreement resulting in any increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

A. ENGINEER shall conduct all activities and within such timeframes as set forth on Exhibit "A", attached hereto (the "Services").

B. ENGINEER shall receive as consideration to be paid for the performance of the Services set forth in Basic Services Tasks 1 through 8 based on hourly and unit rates, not to exceed $660,540, per Exhibit "B".

ARTICLE III. TERMINATION

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

B. Termination and Remedies. In the event ENGINEER breaches any term and/or provision of this Contract the CITY shall be entitled to exercise any right or remedy available to it by this Contract, at law or equity, including without limitation, termination of this Contract 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

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. ENGINEER 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. Corporate Power. ENGINEER has the corporate power to enter into and perform this Contract and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Contract and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of ENGINEER. This Contract constitutes legal, valid, and binding obligations of the ENGINEER and is enforceable in accordance with the terms thereof.

D. Engineer. ENGINEER maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the 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.

E. Performance. ENGINEER will and shall conduct all activities contemplated by this Contract 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 engineering services, as contemplated hereby.

F. Use of Copyrighted Material. ENGINEER warrants that any materials provided by ENGINEER for use by CITY pursuant to this Contract 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. ENGINEER shall be solely responsible for ensuring that any materials provided by ENGINEER pursuant to this Contract satisfy this requirement and ENGINEER 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 ENGINEER's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

ENGINEER shall accomplish the following:

Professional Engineering Services related to the Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Phase 1 and 1A – Construction Phase Services and Phase 1A and 2 – Design and Bid Phase Services; (the "Activities"), as defined in Exhibit "A," "Scope of Services".

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

ENGINEER and CITY agree that ENGINEER shall perform the duties under this Contract as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. ENGINEER has the sole discretion to determine the manner in which the services are to be performed. During the performance of the Services under this Agreement, ENGINEER and ENGINEER's employees and/or subconsultants, 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

ENGINEER shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, 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.

ENGINEER shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant of ENGINEER 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. The insurance companies must carry a Best's Rating of A-VII or better. All policies will be written on per occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000
General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $1,000,000

Automobile Liability:

Combined Single Limit for any auto: $1,000,000 Per Occurrence

Employer's Liability: $1,000,000 Per Occurrence

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

The CITY shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. ENGINEER 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.

ENGINEER shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, ENGINEER 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 the ENGINEER maintains said coverage. The ENGINEER 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.

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

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained, at ENGINEER's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than ten (10) years after the completion of work specified in this Contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

ENGINEER may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Subconsultant"), to perform certain duties of ENGINEER, as set forth on Exhibit "A", attached hereto, under this Contract, provided that CITY approves the retaining of Subconsultants. ENGINEER is at all times responsible to CITY to perform the Services as provided in this Agreement and ENGINEER is in no event relieved of any obligation under this Contract upon retainage of any approved Subconsultant. Any agent and/or Subconsultant retained and/or employed by ENGINEER shall be required to carry, for the protection and benefit of the CITY and ENGINEER and naming said third parties as additional insureds, insurance as described above in this Contract.

ARTICLE X. CONFIDENTIALITY

ENGINEER 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

Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the ENGINEER's fee for the Services, and in consideration of the promises contained in this Agreement, ENGINEER agrees to provide the indemnities set forth herein.

ENGINEER SHALL INDEMNIFY AND HOLD CITY AND CITY'S ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, AND INCLUDING REASONABLE ATTORNEY'S FEES, TO THE EXTENT CAUSED BY THE ENGINEER'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS FOR WHICH THE ENGINEER IS FOUND TO BE LEGALLY LIABLE.

THE INDEMNITY PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

ENGINEER 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 Contract, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from ENGINEER to CITY or CITY to ENGINEER is required or permitted by this Contract 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. Engineer's Address. ENGINEER's address and numbers for the purposes of notice are:
Lockwood, Andrews & Newnam, Inc.
Attn: Drew Hardin, P.E.
8911 N. Capital of Texas Hwy
Building 2, Suite 2300
Austin, Texas 78759
Telephone: (512) 338-4212
Facsimile: (512) 338-4942

C. City's Address. CITY's address and numbers for the purposes of notice are:
City of Lubbock
Attn: John Turpin, P.E.
P. O. Box 2000
Lubbock, Texas 79408
1625 13th Street
Lubbock, Texas 79401
Telephone: (806) 775 – 2342
Facsimile: (806) 775 - 3344

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 Contract, 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 ENGINEER non-confidential studies, reports and other available data in the possession of the CITY pertinent to ENGINEER's Services, so long as CITY is entitled to rely on such studies, reports and other data for the performance of ENGINEER's Services under this Contract (the "Provided Data"). ENGINEER 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 Contract are inserted in this Contract strictly for the parties' convenience in identifying the provisions to this Contract and shall not be given any effect in construing this Contract.

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

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

D. Assignability. ENGINEER may not assign this Contract without the prior written approval of the CITY.

E. Successor and Assigns. This Contract binds and inures to the benefit of the CITY and ENGINEER, and in the case of CITY, its respective successors, legal representatives, and assigns, and in the case of ENGINEER, its permitted successors and assigns.

F. Construction and Venue. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS CONTRACT 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 CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Contract 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 Contract 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 Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Contract, and duly authorized and executed by ENGINEER and CITY.

I. Entire Agreement. This Contract, including Exhibits "A," attached hereto, contains the entire Contract between the CITY and ENGINEER, 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 ENGINEER and the CITY.

K. Documents Owned by CITY. Any and all documents, drawings and specifications prepared by ENGINEER as part of the Services hereunder, shall become the property of the CITY when ENGINEER has been compensated as set forth in Article II, above. The ENGINEER shall make copies of any and all work products for its files. The City acknowledges that such work product is exclusively for the project and shall not be used on extensions of this project or on any other project without the express written consent or adaptation by ENGINEER.

L. Notice of Waiver. A waiver by either CITY or ENGINEER 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 ENGINEER.

N. Non-Appropriation. All funds for payment by the City under this Contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the 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 services covered by this Contract is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the ENGINEER 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 Non-Appropriation Date.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

John Turpin, P.E., Chief Water Utilities Engineer

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

LOCKWOOD, ANDREWS & NEWNAM, INC.

By: Drew P Hardin

Name: Drew P. Hardin, P.E.

Title: Vice President

Exhibit A
Scope of Services

This Exhibit A is part of the Agreement between Lockwood, Andrews & Newnam, Inc. (LAN) (the "Engineer") and the City of Lubbock (the "City") for a Project generally described as:

Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Phase 1 and Phase 1A – Construction Phase Services, Phase 1A and Phase 2 – Design & Bid Phase Services

The purpose of this Agreement is as follows:

The scope of work contained herein is for engineering services related to the Canyon Lakes Sanitary Sewer Interceptor Rehabilitation improvements. This project consists of the following services:

- Phase 1 | Metallic Pipe Replacement and Appurtenances – This agreement includes Construction Phase Services (CPS) including construction administration, Resident Project Representative (RPR) services, and construction material testing for the already bid Phase 1 construction package.

- Phase 1A | CCTV and Cleaning of Pipeline Segments: This agreement includes Construction Phase Services (CPS) including construction administration, Resident Project Representative (RPR) services, and construction material testing for a Phase 1A construction package that includes cleaning and closed circuit television inspection of portions of the Canyon Lakes sanitary sewer interceptor that were unable to be fully inspected in previous work. **The scope here provided includes these services under the overriding assumption that Phase 1A construction is completed at some point during the construction of Phase 1.**

- Phase 1A | CCTV and Cleaning of Pipeline Segments: This agreement includes Final Design and Bid Phase services for a Phase 1A construction package that includes cleaning and closed circuit television inspection of portions of the Canyon Lakes sanitary sewer interceptor that were unable to be fully inspected in previous work.

- Phase 2 | Aerial Pipeline Segments and Pipeline Rehabilitation: This agreement includes Preliminary Design, Final Design, and Bid Phase services for a Phase 2 construction package that includes rehabilitation of existing aerial crossings, manhole rehabilitation, and rehabilitation of other portions of the existing Canyon Lakes sanitary sewer interceptor previously identified as requiring improvement.

The ENGINEER agrees to furnish the CITY with the following specific services:

BASIC ENGINEERING SERVICES

Task 1: Project Management & Coordination

1.1. Conduct monthly status calls with CITY.

1.2. Internal coordination meeting and overall project management.

1.3. Meetings with CITY – assumed 2 in addition to kickoff meeting and planned workshops.

1.4. Project Invoicing.

Task 2: Preliminary Design (60%)

For purposes of scoping design phase services, the following specific improvements are assumed:

- Replacement of three (3) aerial pipeline segments and supports on the CLI. Approximate length is 850 LF (aerial portion only).
- Replacement of seven (7) segments of aerial pipeline segments and supports on the Downtown 1 (DT-1) and 2 (DT-2) Interceptors. Approximate length is 750 LF (aerial portion only).
- Ten (10) separate pipeline point repairs using trenchless methods on CLI.
- Repair of joints to eliminate infiltration.
- Rehabilitation of 81 existing manholes on CLI.
- Replacement and/or addition of 30 new manholes on CLI.
- Specification to clean and CCTV entire CLI following construction of Bid Package 2 - approximately 43,600 LF.

2.1. Preliminary Design Documents. Prepare the Phase 2 Preliminary Design package including the following:

a. Cover Sheet, Overall Layout, and General Notes
b. Plan and profile sheets for both pipeline rehabilitation sections, point repairs segments, and replacements segments
c. Structural sheets for aerial crossing supports including General Notes, Typical Concrete Saddle and Concrete Bent Details, Typical Shallow Spread Footing and Drilled Pier Details, and Typical Bent Details
d. Special detail sheets for manhole rehabilitation, manhole replacement and new manholes on the existing interceptor
e. Standard detail sheets
f. Erosion control plans and standard erosion details
g. Access Plan (only as required)
h. Limited traffic control plan and standard details

Includes one (1) site visit.

2.2. Specifications - Prepare and submit five (5) copies of the table of contents for the anticipated project manual along with draft version(s) of any anticipated special specifications for review by the CITY. The CITY's front end and technical specifications will be used. The ENGINEER shall supplement the technical specifications, if required.

2.3. Opinion of Probable Construction Cost - Prepare an Opinion of Probable Construction Cost and submit with Preliminary Design Documents. ENGINEER has no control over construction pricing and makes no warranty or guarantee of accuracy in opinions of probable construction cost offered.

2.4. Conduct two (1) Plan Review Meeting (Phase 2 Bid Package) with City to receive comments on Preliminary Design Documents.

Deliverables:

a. Preliminary Design Drawings (five (5) half size) for each bid package
b. Preliminary specifications (five (5) sets) for each bid package
c. Opinion of probable construction cost estimate for each bid package.

Task 3: Final Design (90 & 100%)

Upon approval of Preliminary Design Documents, prepare up to two (2) separate FINAL Bid Packages (Phase 1A & 2) including the following:

3.1. Draft Design Documents (90%). Prepare and submit one (1) full size and four (4) half size Draft Final plans (90%) and five (5) sets of specifications for CITY review.

3.2. Final Design Documents (100%). Following a 90% design document review meeting with the CITY, prepare and submit five (5) sets of Final Design Documents (100%) to the CITY. Submittal shall include two (2) 22" x 34" plan sets, three (3) 11" x 17" plan sets and an electronic pdf set, including specifications. Each plan sheet shall be sealed, dated, and signed by the ENGINEER registered in State of Texas.

3.3. Prepare and submit a final design Opinion of Probable Construction Cost with both the 90% and 100% design packages. This estimate shall use standard CITY bid items, if available.

3.4. Conduct two (2) Plan Review Meetings (Phase 1A & 2) with City after 90% submittal to receive comments on 90% Final Design Documents

Deliverables:

a. 90% Construction Documents (one (1) full size, five (5) half size) – 2 Bid packages
b. 100% Construction Documents (two (2) full size, three (3) half size) – 2 Bid/packages
c. Opinion of probable construction cost estimate for each Bid Package – 90% & 100%.

Task 4: Surveying

4.1. Topographic survey. Includes supplemental cross sections along the existing sewer line as indicated by LAN and necessary to complete Phase 2 design.

Horizontal datum will be relative to the Texas Coordinate System of 1983 (2011) Epoch 2010.0; Vertical datum will be relative to NAVD88 (Geoid 12A)

4.2 Easement Survey & Documents – Includes monumented easement corridors as specified by LAN (approximately 1 locations/easements).

Deliverables

a. Electronic drawing in AutoCAD compatible with Version 2013 showing elevation points, visible improvements and visible utilities within the cross section corridor utilizing layer template provided by LAN
b. A comma delimited ASCII text file of all points obtained in the following format: POINT #, Northing, Easting, Elevation, Description
c. Hard copy signed/sealed plat(s) of cross section surveys
d. Signed/sealed plats and descriptions of the easements. One (1) PDF file and three (3) prints of each drawing.
e. Separate metes and bounds descriptions of easement surveys for COL Exhibit attachment.

Task 5: Bid Phase Services –Phase 1A &2

ENGINEER will provide support for two separate bid events associated with Bid Package 1A and 2 of the project. Services for each bid will include:

5.1. The ENGINEER shall provide plans, specifications and Notice to Bidders in .PDF format to the CITY's third party bidding service.
5.2. Receive and answer bidders' questions and requests for additional information. The ENGINEER will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of an addendum. The ENGINEER shall create and issue one addendum to all plan holders.
5.3. Prepare for, attend and conduct Pre-Bid meeting.
5.4. If the RFP process is used, assist the CITY in evaluating and ranking the submitted proposals.
5.5. Prepare tabulation of bids, and prepare a letter summarizing the bids to the CITY for award of contract.
5.6. Prepare ten (10) sets of the contract documents for execution by the Contractor, receive and review such documents for completeness, and forward to the CITY for review and execution.

Task 6: Construction Administration – Phase 1 & 1A

6.1. Project Management

a. Project Work Plan: Prepare a project work plan (for internal use but available to the City for review upon request) providing sufficient detail for all project team members concerning project scope, deliverables, schedules, budgets, and communication protocol to ensure timely, effective, and consistent performance of ENGINEER throughout PROJECT.

b. Kickoff Meeting: Support CITY in preparing an agenda for two (2) (Phase 1 and Phase 1A) kickoff meetings prior to the start of construction. Attend kickoff meetings and participate in discussion related to design, scope, permitting, and other construction related topics in support of CITY. Review minutes of the meetings (to be prepared by others) and provide comments in a timely manner for project record.

EXCLUSIONS & CLARIFICATIONS: Meeting dates, times, and locations to be determined by others but mutually agreeable to ENGINEER and CITY. Meeting facilities, handouts, and/or other materials necessary to facilitate discussion to be provided by others.

c. Status Calls: As necessary throughout PROJECT, schedule, prepare for, and conduct status meetings via teleconference with CITY to provide adequate updates with regard to status, schedule, deliverables, and other related items.

d. Internal Coordination: As necessary throughout PROJECT, schedule, prepare for, and conduct internal project team meetings with team members to review project status, scope, and deliverables in accordance with the contract and project work plan.

e. Invoicing: Prepare and submit to CITY invoices for all services rendered on a monthly basis in accordance with payment and invoicing terms of the contract.

6.2. General Administration

a. Consult with and advise CITY and act as CITY's representative as provided in the Standard General Conditions.

b. Extent and limitations of the duties, responsibilities, and authority of ENGINEER and CITY as assigned in said Standard General Conditions shall not be modified except as ENGINEER may otherwise agree in writing. All of CITY's instructions to CONTRACTOR will be issued through ENGINEER who shall have authority to act on behalf of CITY in dealings with CONTRACTOR to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing by CITY.

6.3. Visits to Site

a. Schedule, coordinate, and complete visits to the PROJECT during construction. Conduct visits on a monthly basis, providing no more than twelve (12) visits total during the PROJECT (inclusive of both Phase 1 and Phase 1A).

b. Site visits provided are to observe the progress and quality of the various aspects of CONTRACTOR's work as an experienced and qualified design professional.

EXCLUSIONS & CLARIFICATIONS: All Phase 1 and Phase 1A meetings to be conducted concurrently.

6.4. Clarifications & Interpretations

a. Prepare and issue up to ten (10) clarifications and interpretations of/to the Contract Documents as appropriate to support the orderly completion of the PROJECT.

b. Clarifications and interpretations shall be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue field orders authorizing minor variations from the requirements of the Contract Documents.

6.5. Change Orders & Work Directives

a. Recommend change orders and/or work change directives to CITY as appropriate and prepare up to five (5) change orders and/or work change directives for issuance to CONTRACTOR as required.

6.6. Shop Drawings

a. Review and respond to (with approval or other appropriate action) shop drawings, samples, and/or other data that CONTRACTOR is required to submit for conformance with information given in the Contract Documents and compatibility with the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents.

b. Review and response/approval or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incidental thereto.

6.7. Substitutes

a. Evaluate, determine, and advise CITY on the acceptability of up to six (6) substitutes or "or-equal" materials and equipment proposed by CONTRACTOR.

b. Final responsibility for all materials and equipment shall remain with CONTRACTOR.

6.8. Inspections & Tests

a. Coordinate with CONTRACTOR and CITY to schedule inspections and/or tests of specialized equipment, materials, or other PROJECT components. Attend up to six (6) separate inspections and/or tests as representative of the CITY.

b. Receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders and/or the Contract Documents. Review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents.

c. ENGINEER shall be entitled to rely on the results of such tests.

6.9. Disagreements between ENGINEER & CONTRACTOR

a. Evaluate and render up to five (5) initial decisions on all claims of CITY and CONTRACTOR relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.

b. In rendering such decisions, ENGINEER shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

6.10. Applications for Payment

a. Determine amounts owing to CONTRACTOR and recommend in writing up to ten (10) payments to Phase 1 CONTRACTOR and three (3) payments to Phase 1A CONTRACTOR in such amounts based on periodic on-site observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying data and schedules.

b. Such recommendations for payment will constitute ENGINEER's representation to CLIENT, based on such observations and review that, to the best of ENGINEER's knowledge, information, and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe the work.

c. In the case of unit price work, ENGINEER's recommendations for payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by Contract Documents).

d. By recommending any payment ENGINEER shall not thereby be deemed to have represented that on-site observations made by ENGINEER to check the quality or quantity of CONTRACTOR's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of CONTRACTOR's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment (including final payment) will impose on ENGINEER responsibility to supervise, direct, or control such work or for the means, methods, techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or CONTRACTOR's compliance with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR's furnishing and performing the work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to CLIENT free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between CITY and CONTRACTOR that might affect the amount that should be paid.

6.11. CONTRACTOR's Completion Documents

a. Receive and review maintenance and operating instructions; schedules, guarantees, bonds, certificates, or other evidence of insurance required by the Contract Documents; certificates of inspection, tests, and approvals; and marked-up record documents (including Shop Drawings approved or reviewed in accordance with this Agreement) or Drawings.

b. Documents referenced, are to be assembled by CONTRACTOR in accordance with the Contract Documents to obtain final payment and the extent of ENGINEER review(s) will be in accordance with the terms of this Agreement.

c. Upon review, transmit documents received with written comments to CITY.

d. Compile as-built/for record drawings and transmit to CITY, showing all final, as-built conditions based on markups, redlines, and comment provided by CONTRACTOR through PROJECT.

6.12. Substantial Completion

a. Following notice from CONTRACTOR that CONTRACTOR considers the entire PROJECT ready for its intended use, conduct a single inspection (accompanied by CONTRACTOR and CITY) to determine if PROJECT is substantially complete

b. If, after considering any objections of CITY, ENGINEER considers PROJECT substantially complete, deliver a separate certificate of Substantial Completion to CITY and CONTRACTOR.

c. Identify in writing and transmit to CITY and CONTRACTOR any work considered to be incomplete.

6.13. Final Notice of Acceptability of the Work

a. Conduct a final inspection of PROJECT for each contract to determine if completed work of CONTRACTOR is acceptable.

b. If, after considering any objections of the CITY, ENGINEER considers PROJECT completed, recommend, in writing, final payment to CONTRACTOR.

c. Accompanying the recommendation for final payment, provide a notice that the work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of services performed and furnished by ENGINEER under this Agreement.

EXCLUSIONS & CLARIFICATIONS: ENGINEER shall not be responsible for acts or omissions of any CONTRACTOR or of any subcontractor, supplier, or of any other person or organization performing or furnishing any of the work for the PROJECT. ENGINEER shall not be responsible for CONTRACTOR's failure to perform or furnish the work in accordance with Contract Documents.

Task 7: Resident Project Representative

The purpose of Resident Project Representative (RPR) at the PROJECT will be to:

- Enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase;
- By the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for CITY a greater degree of confidence that the completed work of CONTRACTOR will conform in general to the Contract Documents; and,
- By the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for CITY a greater degree of confidence that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by CONTRACTOR.

ENGINEER shall not, during such PROJECT site visits or as a result of such observations of CONTRACTOR's work in progress, supervise, direct or have control over CONTRACTOR's work. Nor shall ENGINEER have authority over or responsibility for:

- The means, methods, techniques, sequences, or procedures of construction selected by CONTRACTOR;
- Safety precautions and programs incident to the work of CONTRACTOR; or

- Any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes, or orders applicable to CONTRACTOR's furnishing and performing the work.

Accordingly, ENGINEER neither guarantees the performance of any CONTRACTOR nor assumes responsibility for any CONTRACTOR's failure to furnish and perform its work in accordance with the Contract Documents.

Services provided by Resident Project Representative (RPR) include the following:

7.1. Observation of Work

a. Provide the services of a full-time Resident Project Representative (RPR) at the site to assist ENGINEER and to provide more continuous observations of such work for a period of 12 months. This assumes that Phase 1 and Phase 1A will be performed concurrently.

b. Furnishing of such services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

c. Visits and observations by ENGINEER and RPR are not intended to be exhaustive or to extend to every aspect of the work in progress or to involve detailed inspections of PROJECT beyond responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to periodic observation, spot checking, selective sampling, and/or similar methods of general observation of the work based on ENGINEER's exercise of professional judgment as assisted by the RPR.

d. Based on information obtained during visits and observations, ENGINEER shall determine in general if such work is proceeding in accordance with the Contract Documents and shall keep CITY informed of PROJECT progress.

e. Responsibilities of ENGINEER contained in this paragraph are expressly subject to express or general limitations in this Agreement.

f. **Defective Work:** During visits and on the basis of observations, ENGINEER and/or RPR shall have authority to disapprove of or reject CONTRACTOR's work while it is in progress if ENGINEER believes that such work will not produce a completed PROJECT that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents.

7.2. Schedules

a. Review the progress schedule, schedule of shop drawings and submittals, and any other schedules prepared by CONTRACTOR and provide written comments to CITY as appropriate throughout PROJECT.

7.3. Conferences and Meetings

a. Attend kickoff/pre-construction meeting, monthly progress meetings, and up to four (4) specific PROJECT element review meetings for specialized equipment or installation with CONTRACTOR.

b. Prepare and circulate copies of minutes to, at minimum, all meeting attendees and CITY.

EXCLUSIONS & CLARIFICATIONS: Meeting dates, times, and locations to be determined by others but mutually agreeable to ENGINEER, RPR, and CITY. Meeting facilities, handouts, and/or other materials necessary to facilitate discussion to be provided by others.

7.4. Liaison

a. Serve as ENGINEER's liaison with CONTRACTOR (working principally through CONTRACTOR's superintendent) and assist in providing information regarding the intent of the Contract Documents.

b. Assist ENGINEER in serving as CITY's liaison with CONTRACTOR when CONTRACTOR's operations affect CITY's on-site operations.

c. Assist in obtaining from CITY additional details or information when required for proper execution of PROJECT.

7.5. Interpretation of Contract Documents

a. Report to ENGINEER when clarifications and interpretations of Contract Documents are needed.

b. Transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.

7.6. Shop Drawings and Submittals

a. Maintain shop drawing and submittal record log, available for review by CITY at any time.

b. Advise ENGINEER and CONTRACTOR of commencement of any portion of PROJECT requiring a shop drawing or submittal for which RPR believes the submittal has not been approved by ENGINEER. Failure on the part of the RPR to provide notification to CONTRACTOR shall in no way relieve CONTRACTOR of his responsibilities to identify, prepare, and submit shop drawings and/or submittals in a timely manner for the proper execution of PROJECT nor shall failure on the part of the RPR to provide notification serve as justification for any time extension.

7.7. Modifications

a. Consider and evaluate CONTRACTOR's suggestions for modifications to the Contract Documents and report such suggestions, together with RPR's recommendations, to ENGINEER.

b. Transmit to CONTRACTOR, in writing, decisions as issued by ENGINEER.

7.8. Review of Work

a. Conduct on-site observations of CONTRACTOR's work in progress to assist ENGINEER in determining if work is, in general, proceeding in accordance with Contract Documents.

b. Report to ENGINEER whenever RPR believes that any part of CONTRACTOR's work in progress will not produce a complete project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test, or approval required to be made

c. Advise ENGINEER of that part of work in progress that RPR believes should be corrected, rejected, uncovered for observation, or requires special testing, inspection or approval.

7.9. Inspections, Test, and System Start-ups

a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems start-ups of important phases of PROJECT.

b. Verify that test, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate CITY personnel and that CONTRACTOR maintains adequate records thereof.

c. Observe, record, and report to ENGINEER appropriate details relative to test procedures and systems start-ups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT and record results of these inspections, providing a copy of all such reports to ENGINEER and CLIENT.

7.10. Records

a. Maintain orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of Contract Documents, progress reports, shop drawings and submittals received from the delivered to CONTRACTOR, and other specific PROJECT related documents.

b. Prepare a daily report or keep a diary or log book recording CONTRACTOR's hours on site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures. Provide copies of all such reports to ENGINEER.

c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of CONTRACTOR and all subcontractors and major suppliers of materials and equipment.

d. Maintain records for use in preparing project documentation.

e. Upon completion of PROJECT, furnish original set of all RPR specific PROJECT documentation to ENGINEER.

7.11. Reports

a. Furnish to ENGINEER periodic reports, as required, of progress of PROJECT and of CONTRACTOR's compliance with the progress schedule of shop drawings and submittals.

b. Draft and recommend to ENGINEER proposed change orders and field orders. Obtain backup material from CONTRACTOR as required.

c. Furnish to ENGINEER and CITY copies of all inspection, test, and system startup reports.

d. Immediately notify ENGINEER of the occurrence of any PROJECT accident, emergencies, acts of God endangering the PROJECT, damage to property by fire or other cases, or the discovery of any constituent of concern.

7.12. Payment Requests

a. Review applications for payment as submitted by CONTRACTOR for compliance with established procedures for their submission.

b. After review, forward applications for payment with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the work completed and materials delivered at the PROJECT site but not incorporated in the work.

7.13. Certificates, Operation and Maintenance Manuals

a. During the course of the PROJECT, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the specifications to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with Contract Documents.

b. Have all such documents delivered to ENGINEER for review and forwarding to CITY prior to payment for that part of the PROJECT.

7.14. Completion

a. Participate in a final inspection in the company of ENGINEER, CITY, and CONTRACTOR.

b. Prepare a final list of items to be completed and deficiencies to be remedied following such inspection.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the notice of acceptability of the work.

Task 8: Materials Testing

ENGINEER, through a subconsultant of its choosing but subject to approval of CITY, will perform the following laboratory testing of CONTRACTOR's work in accordance with Contract Documents and/or as ENGINEER deems appropriate.

Quantities as noted/provided herein are estimates only based on a review of Contract Documents and subsequent estimation of testing requirements. All materials testing performed by the ENGINEER's subconsultant shall be paid on a unit price basis according to fees indicated on Exhibit B plus markup of the ENGINEER as also established in the Agreement. In addition to testing quantities, personnel time to conduct required tests are also approximated below.

8.1. Soils

a. Standard proctor (4-inch mold):	Approximately 24
b. Atterberg limits:	Approximately 40
c. Classification of soils:	Approximately 40

8.2. Cement Stablized Sand

a. ASTM D 558 (4 specimens):	Approximately 35
b. Compressive strength of cement stabilized sand:	Approximately 120

8.3. Field Testing

a. Nuclear field density (3 minimum per test):	Approximately 550
b. Slump:	Approximately 10
c. Entrained Air:	Approximately 10
d. Temperature:	Approximately 10
e. Making cylinders, including breaks (4 minimum per test):	Approximately 100

8.4. Personnel Labor

a. Technician (2 hour minimum):	Approximately 200
b. Technician overtime:	Approximately 40
c. Project management:	Approximately 12
d. Administrative/Clerical:	Approximately 12

Overtime constitutes any time required for testing outside of the hours between 8:00 am and 5:00 pm Monday through Friday or on any local, state, or federal holiday.

ENGINEER, or its subconsultant, may receive and review certificates of inspections within ENGINEER's area of responsibility or tests and approvals required by laws and regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, test, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests and the facts being certified.

Task 9: Assumptions and Exclusions

9.1 Services not included in the Basic Services described herein include:

a. Right-of-entry
b. Easement acquisition associated with City-owned properties. City to acquire these easements and executed necessary documents.
c. Condemnation services.
d. Site access design associated with construction including roadway, grading, and drainage design.
e. Flow and rainfall monitoring.
f. Fees for all permits to be paid directly by City.

9.2 Resident Project Representative shall not:

a. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
b. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.
c. Undertake any of the responsibilities of CONTRACTOR, subcontractors, suppliers, or a CONTRACTOR's superintendent.
d. Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities of CITY or CONTRACTOR.
e. Participate in specialized field or laboratory test or inspections conducted off-site by others except as specifically authorized by ENGINEER.
f. Accept shop drawings or submittals from anyone other than CONTRACTOR.
g. Authorize CITY to occupy PROJECT in whole or in part.

Any work not explicitly enumerated herein shall be considered additional services subject to negotiation and agreement in writing.

Task 10: Schedule | Duration of Construction

10.1 Phase 1 and Phase 1A Construction

The Construction Phase will commence with the execution of the construction contract for Phase 1 of the PROJECT or any part thereof and will terminate upon written recommendation by ENGINEER of final payment.

Anticipated duration for Construction Phase of Phase 1 is 360 calendar days from execution of the construction contract for the PROJECT. All scope provisions herein assume that Phase 1A construction will occur concurrently with Phase 1.

10.2 Phase 1A & Phase 2

ENGINEER is prepared to complete the Design and Bid Phase portion of the project discussed herein in accordance with the attached schedule. The anticipated project duration is 420 calendar days.

Exhibit B

This Exhibit B is part of the Agreement, between Lockwood, Andrews & Newnam, Inc. (LAN) (the "Engineer") and the City of Lubbock (the "City") for the Project generally described as:

Canyon Lakes Sanitary Interceptor Rehabilitation – Design & Bidding

1. **Budget Amount by Scope Item Task for Condition Assessment Phase:**

BUDGET		
Task No.	**Task Name**	**Budget Amount**
Basic Services		
1	Project Management & Coordination	$31,490
2	Preliminary Design (60%) – Phase 2	$63,290
3	Final Design (90% & 100%) – Phase 1A & 2	$86,685
4	Surveying	$8,250
5	Bid Phase Services – Phase 1A & 2	$30,165
TOTAL Phase 1A & 2 DESIGN & BID PHASE SERVICES (NOT TO EXCEED)		**$219,880**
6	Construction Administration	$163,570
7	Resident Project Representative	$216,040
8	Materials Testing	$61,050
TOTAL PHASE 1 & 1A CONSTRUCTION (NOT TO EXCEED)		**$440,660**
TOTAL SERVICES (Phase 1A & 2 DESIGN, Phase 1A & 2 BID PHASE, & PHASE 1 & 1A CONSTRUCTION), NOT TO EXCEED)		**$660,540**

2. **Terms of Payment**
   Payments to the Engineer will be made as follows:

   A. The Engineer shall provide the City sufficient documentation to reasonably substantiate the invoices.

   B. The Engineer shall issue monthly invoices for all work performed under this Agreement. Invoices are due and payable within 30 days of approved receipt.

C. In the event of disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid.

D. If the City fails to make payment in full to Engineer for billings contested in good faith within 60 days of the amount due, Engineer may, after giving 7 days' written notice to City, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, the Engineer shall have no liability to City for delays or damages caused by the City because of such suspension of services.

3. Direct Expenses (Reimbursable)

A. Engineer's Reimbursable Expenses, when part of the basis of compensation, are those costs incurred on or directly for the City's Project, including, but not limited to, necessary transportation costs, including Engineer's current rates for Engineer's vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services; telephone, printing, binding and reproduction changes; all reimbursable costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Reimbursable Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Engineer. Engineer and subcontractor direct (reimbursable) expenses will be billed at a cost plus a 10 percent surcharge.

B. Engineer will be paid on an hourly rate basis, as shown in Item No. 5. Engineer and subcontractor direct (reimbursable) expenses will be billed at cost plus a 10 percent surcharge.

C. The Engineer shall keep records on the basis of generally accepted accounting practices of cost and expenses and such records shall be available for inspection by Owner during normal business hours.

4. Not to Exceed Compensation

A. The Engineer will perform the services described in Exhibit A at "Not to Exceed" total compensation amount of $660,540, unless the Agreement is amended otherwise by the City Council. The final compensation for the major tasks can be over or under the estimated budget amount per task, as shown in No. 1 above as long as the total "Not to Exceed" amounts are not surpassed. Budget can be transferred between tasks upon approval of City Project Manager.

5. Rate Schedule:

Hourly Labor		
Staff Description	**Staff Code**	**Billing Rate**
Principal / Technical Advisor	E8/E9	$275
Senior Project Manager	E7	$250
Senior Civil Engineer	E6	$185
Project Manager	E6	$160
Project Engineer	E4	$138
Graduate Engineer	E1-E3	$115
Resident Project Representative	RPR	$115
Senior Designer	C3-C4	$115
Senior Admin Staff	A4	$85
Admin Staff	A1-A3	$70
Intern	I1	$55

The above fee schedule shall remain in effect for the duration of the project.

City of Lubbock, TX
Capital Project
April 28, 2016

Capital Project Number:	92318
Capital Project Name:	Canyon Lakes Sanitary Sewer Mains Rehabilitation

	Budget
Encumbered/Expended	
City of Lubbock staff time	$ 15,991
Lockwood Andrews & Newnam Inc. Contract 11198	487,372
Lockwood Andrews & Newnam Contract 11908	836,100
Agenda Item April 28, 2016	
Lockwood Andrews & Newnam Contract 12843 - Design/RPR	660,540
Utility Contractors of America Contract 12733	5,097,938
Encumbered/Expended To Date	7,097,941
Estimated Costs for Remaining Appropriation	
Sanitary Sewer Mains Rehabilitation	402,059
Remaining Appropriation	402,059
Total Appropriation	$ 7,500,000

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

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Replacement Infrastructure**

Project Status **Approved**

Project Scope

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

Project Justification

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

Project History

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

$1.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$6.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Construction	6,000,000	0	2,000,000	3,000,000	1,000,000	0	0	12,000,000
Design and Engineering	1,500,000	0	0	0	0	0	0	1,500,000
Total Project Appropriation	7,500,000	0	2,000,000	3,000,000	1,000,000	0	0	13,500,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Funding
FY 2013 Wastewater Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2015 Wastewater Revenue CO's	6,000,000	0	0	0	0	0	0	6,000,000
FY 2017 Wastewater Revenue CO's	0	0	2,000,000	0	0	0	0	2,000,000
FY 2018 Wastewater Revenue CO's	0	0	0	3,000,000	0	0	0	3,000,000
FY 2019 Wastewater Revenue CO's	0	0	0	0	1,000,000	0	0	1,000,000
Total Funding Sources	7,500,000	0	2,000,000	3,000,000	1,000,000	0	0	13,500,000

Regular City Council Meeting **6. 14.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Water Resources: Consider a resolution authorizing the Mayor to execute a Research and Demonstration Project Grant Funding Agreement with the High Plains Underground Water Conservation District 1 (HPWD) for financial assistance associated with a brackish groundwater supply evaluation project.

Item Summary

The use of brackish groundwater to supplement the City's water supply in the future is included in the 2013 Strategic Water Supply Plan. This project allows staff to collect data and perform due diligence and planning necessary to further evaluate the use of groundwater from the Dockum aquifer to supplement the City's water supply. Very little information has been compiled on the Dockum aquifer which makes it difficult to fully evaluate the viability of a brackish well field supply strategy. While planning for this project, the City became aware of financial assistance available through HPWD located in Lubbock, Texas. HPWD has awarded the City $100,000 to assist in performing a brackish groundwater supply evaluation. This grant includes providing up to $10,000 of geophysical logging and $90,000 in cash contribution to the project. This contract is for the acceptance of the grant award.

Fiscal Impact

A budget amendment will be on a future agenda to appropriate the grant funding.

Staff/Board Recommending

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

Attachments

Resolution - Funding Agreement High Plains

Grant Funding Agreement - HPWD

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 Grant Funding Agreement by and between the City of Lubbock and High Plains Underground Water Conservation District No. 1 for Research of the Dockum Aquifer in the amount of $100,000.00, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

Res Grant Funding Agrmt-High Plains 4.7.16

High Plains Underground Water Conservation District No. 1

Research and Demonstration Project Grant Funding Agreement

PROJECT NAME:	City of Lubbock - Dockum Groundwater Supply Evaluation
PRINCIPAL RESEARCHER/CONTACT:	Aubrey A. Spear, P.E.
ORGANIZATION/AGENCY:	City of Lubbock
ADDRESS:	402 Municipal Drive
CITY, STATE, ZIP	Lubbock, Texas 79457
E-MAIL:	aspear@mylubbock.us

1. This agreement is entered into between High Plains Underground Water Conservation District No. 1 (HPWD) and City of Lubbock ("grantee").

2. HPWD wishes to promote study and understanding of the Dockum aquifer. The HPWD board of directors was given an overview of the project and request for funding at its regular meeting on March 8, 2016.

3. The HPWD board subsequently approved a request for funding from the City of Lubbock in the amount of $100,000. The funding source is the HPWD Designated Fund for Technical Development.

4. Based on the proposed task budget, HPWD will provide geophysical logging via its existing agreement with the USGS, and a cash contribution up to $90,000.

5. The grantee acknowledges receipt of the HPWD research/demonstration policy and will adhere to its provisions.

6. The grantee shall deliver a progress report to the HPWD general manager no later than July 1, 2017. The progress report shall include:

   - Successes or setbacks observed with the project.
   - Conservation impacts to the District.
   - Budget and expense report showing how the grant funding was spent.

7. The HPWD Board of Directors requires a progress report/final report to be presented at one of its regular monthly meetings during the 2017 fiscal year.

8. Grantee will share all data, findings, conclusions and reports with HPWD. HPWD shall be allowed to review all such information at any time it is requested.

9. All news releases, news articles, or other information submitted to the media or other outlets relating to the project will be forwarded to HPWD for review/comment prior to release. All such media information shall recognize HPWD as a sponsor of the project.

This agreement is entered into this, the 28th day of April, 2016.

City of Lubbock

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

High Plains Underground Water Conservation District No. 1

Jason Coleman, P.E., General Manager

Regular City Council Meeting **6. 15.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Water Resources: Consider a resolution authorizing the Mayor to execute professional services agreement 12855 with HDR Engineering, Inc. for engineering services related to test well design, construction oversight and the evaluation of brackish groundwater as a potential water supply.

Item Summary

The use of brackish groundwater to supplement the City's water supply in the future is included in the 2013 Strategic Water Supply Plan. This project allows staff to collect data and perform due diligence and planning necessary to further evaluate the use of groundwater from the Dockum aquifer to supplement the City's water supply. Very little information has been compiled on the Dockum aquifer which makes it difficult to fully evaluate the viability of a brackish well field supply strategy. While planning for this project, the City became aware of financial assistance available through the High Plains Underground Water Conservation District No. 1 (HPWD) located in Lubbock, Texas. The HPWD grant associated with this project is for $100,000.

This contract is for the engineering services associated with the preparation of design specifications for the construction of a Dockum aquifer test well and the performance of a pump test. In addition, the consultant will evaluate the aquifer data collected and provide conclusions and recommendations regarding the viability of using brackish groundwater from the Dockum Aquifer as a future water supply for the City of Lubbock.

Fiscal Impact

$200,000 is appropriated in Capital Improvement Project 8598, Brackish Well Field Evaluation, with $99,700 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - HDR Engineering Inc.

Professional Service Agreement - Brackish Groundwater

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Agreement, by and between the City of Lubbock and HDR Engineering, Inc., for planning and management of groundwater supply systems, and all related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____, 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

Res-PSAgreement-HDR Engineering Inc
4.7.16

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract (the "Contract" or "Agreement"), effective as of the ____ day of April, 2016 (the "Effective Date"), is by and between the City of Lubbock, (the "City"), a Texas home rule municipal corporation, and HDR Engineering, Inc. ("ENGINEER"), a Nebraska corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the City desires to obtain professional engineering services related to planning, evaluating, permitting, designing, and construction management of groundwater supply systems used for drinking water (the "Activities" or "Project"); and

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

WHEREAS, the City desires to contract with ENGINEER to provide professional engineering services related to the Activities and ENGINEER desires to provide the Services related to same.

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

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of 365 days, as set forth in Exhibit "A", attached to and made a part of this Agreement for all purposes. If the ENGINEER determines that additional time is required to complete the Services, the Director of Water Utilities may, but is not obligated to, in his discretion, execute an agreement to grant up to an additional six (6) months of time so long as

the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

A. ENGINEER shall conduct all activities and within such timeframes as set forth on Exhibit "A", attached hereto (the "Services").

B. ENGINEER shall receive as consideration to be paid for the performance of the Services set forth in Exhibit "B", for a not-to-exceed price of Ninety-nine thousand and seven hundred dollars ($99,700).

ARTICLE III. TERMINATION

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

B. Termination and Remedies. In the event ENGINEER materially breaches any term and/or provision of this Contract and fails to cure within 10 days after notice of same, the City shall be entitled to exercise any right or remedy available to it by this Contract, at law, equity, or otherwise, including without limitation, termination of this Contract and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and all remedies shall be cumulative.

ARTICLE IV. 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 Contract, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. ENGINEER 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. Corporate Power. ENGINEER has the corporate power to enter into and perform this Contract and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Contract and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of ENGINEER. This Contract constitutes legal, valid, and binding obligations of the ENGINEER and is enforceable in accordance with the terms hereof.

D. Engineer. ENGINEER maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the 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.

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

F. Use of Copyrighted Material. ENGINEER warrants that any materials provided by ENGINEER for use by City pursuant to this Contract 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, ordinance or contractual obligation relating to the use or reproduction of materials. ENGINEER shall be solely responsible for ensuring that any materials provided by ENGINEER pursuant to this Contract satisfy this requirement and ENGINEER agrees to

indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of ENGINEER's failure to perform this duty.

ARTICLE VI. SCOPE OF SERVICES

ENGINEER shall accomplish the following:

Professional Engineering Services related to the Project, as defined and provided in Exhibit "A," "Scope of Services".

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

ENGINEER and City agree that ENGINEER shall perform the duties under this Contract as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. ENGINEER has the sole discretion to determine the manner in which the services are to be performed. During the performance of the Services under this Agreement, Engineer and Engineer's employees and/or subconsultants, 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

Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, 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. Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant of Engineer 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. The insurance companies must carry a Best's Rating of A-VII or better. All policies will be written on per

occurrence basis except Professional Liability, subject to the following minimum limits of liability:

Commercial General Liability:	
Per Occurrence Single Limit:	$1,000,000
General Aggregate Limit:	$2,000,000
Professional Liability:	
Per Claim:	$1,000,000
Automobile Liability:	
Combined Single Limit for any auto:	$1,000,000 Per Occurrence

Engineer shall further cause any approved subcontractor or subconsultant to procure and carry, during the term of this Agreement, Professional Liability coverage, as specified above for Engineer, protecting City against direct losses caused by the professional negligence of the approved subcontractor or subconsultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. Engineer 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. Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Engineer 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 the Engineer maintains said coverage. The Engineer 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. If at any time during the life of the Agreement or any extension hereof, Engineer fails to maintain the required insurance in full force and effect, Engineer shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained at Engineer's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than ten (10) years after the completion of work specified in the Contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

ENGINEER may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Subconsultant"), to perform certain duties of ENGINEER, as set forth on Exhibit "A", attached hereto, under this Contract, provided that City approves the retaining of Subconsultants. The City hereby approves the retention of the "HDR Team" as described in Exhibit "A," attached hereto. ENGINEER is at all times responsible to City to perform the Services as provided in this Agreement and ENGINEER is in no event relieved of any obligation under this Contract upon retainage of any approved Subconsultant. Any agent and/or Subconsultant retained and/or employed by ENGINEER shall be required by ENGINEER to carry, for the protection and benefit of the City and ENGINEER and naming said third parties as additional insureds, insurance as described above in this Contract.

ENGINEER represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

ARTICLE X. CONFIDENTIALITY

ENGINEER shall retain all information received from or concerning the City and the City's business in confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law. It is hereby agreed that the following information is not considered to be confidential under this Agreement:

a) Information already in the public domain;

b) Information disclosed to ENGINEER by a third party who is not under a confidentiality obligation;

c) Information developed by or in the custody of ENGINEER related to work with clients before entering into this Agreement; and

d) Information developed by ENGINEER through its work with other clients

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

ENGINEER 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 Contract, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from ENGINEER to City or City to ENGINEER is required or permitted by this Contract 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. ENGINEER 's Address. ENGINEER 's address and numbers for the purposes of notice are:

HDR Engineering, Inc.
Attn: David D. Dunn, P.E.
4401 West Gate Blvd., Suite 400
Austin, Texas 78745
Telephone: (512) 912–5136
Facsimile: (512) 912–5158

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

City of Lubbock
Attn: Aubrey A. Spear, P.E.
P. O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: (806) 775–2585
Facsimile: (806) 775–3027

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 Contract, 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 ENGINEER non-confidential studies, reports and other available data in the possession of the City pertinent to ENGINEER's Services, so long as City is entitled to rely on such studies, reports and other data for the performance of ENGINEER's Services under this Contract (the "Provided Data"). ENGINEER 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 Contract are inserted in this Contract strictly for the parties' convenience in identifying the provisions to this Contract and shall not be given any effect in construing this Contract.

B. Audit. ENGINEER shall provide access to its books and records for time-based and reimbursable expenses to the City. The City may audit, at its expense and during normal business hours, ENGINEER's books and records with respect to this Contract between ENGINEER and City.

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

D. Assignability. Neither party may assign this Contract without the prior written approval of the other party.

E. Successor and Assigns. This Contract binds and inures to the benefit of the City and ENGINEER, their permitted successors and assigns.

F. Construction and Venue.

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS CONTRACT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Contract 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 Contract 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 Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Contract, and duly authorized and executed by ENGINEER and City.

I. Entire Agreement. This Contract, including Exhibits "A" and "B," attached hereto, contains the entire agreement between the City and ENGINEER, 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 ENGINEER and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by ENGINEER as part of the Services hereunder, with the exception of those standard details and specifications regularly used by the ENGINEER in its normal course of business, shall become the property of the City when ENGINEER has been compensated as set forth in Article II, above. The ENGINEER shall make copies of any and all work products for its files. Any reuse or modification of such Documents for purposes other than those intended by ENGINEER herein shall be at City's sole risk and without liability to the ENGINEER.

L. Notice of Waiver. A waiver by either City or ENGINEER of a breach of this Agreement must be in writing and duly authorized 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 ENGINEER.

N. Non- Appropriation. All funds for payment by the City under this Contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the services provided

under this Contract, the City will terminate this 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 (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the ENGINEER 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 Non-Appropriation Date.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

HDR Engineering, Inc.

_____
Kelly J. Kaatz, Senior Vice President

EXHIBIT A

BRACKISH GROUNDWATER SUPPLY EVALUATION

SCOPE OF WORK

The HDR Team for this Scope of Work includes: HDR Engineering, Inc. (HDR) and INTERA, Inc. (INTERA). Services include hydrogeologic characterization, test well installation, development, data collection, and summary of test well data for a potential brackish groundwater water supply well in the Dockum Aquifer near Lubbock, Texas.

Background

The HDR Team will prepare plan, design, and specification documents to conduct a test well installation and data collection program and provide analyses of field data in support of a test well to be installed in the Dockum Aquifer, likely at Lubbock's South Water Treatment Plant (SWTP). The data and analyses will expand the information available regarding the brackish well field strategy included in the City's 2013 Strategic Water Supply Plan (SWSP) and will provide the City new information and data that can be used to evaluate the feasibility of developing a brackish groundwater supply from the Dockum Aquifer.

Scope of Work

The HDR Team will perform the following tasks for the City.

Task 1. Evaluate Hydrogeology and Regulatory Framework

Specific subtasks associated with this effort are as follows.

Task 1.1 Review the City's Current Strategic Water Supply Plan

The HDR Team will review the brackish well field strategy in the City's current SWSP. The HDR Team has an understanding of the City's SWSP and water sources and will hold discussions with City staff to verify any changes or future plans of the City related to brackish water supplies.

Task 1.2 Characterize Hydrogeologic Features in the Vicinity of Lubbock

The primary purpose of the hydrogeologic characterization of the area is to estimate the structure, physical properties, and water quality in the Dockum Aquifer to determine potential brackish production zones, as well as identify the locations of existing production and disposal wells using publicly available databases in the vicinity of the City's SWTP.

The HDR Team will prepare a hydrogeologic summary describing the Dockum Aquifer in the vicinity of the SWTP. A member of the HDR Team developed the High Plains Aquifer System (Ogallala Aquifer, Dockum Aquifer, Edwards-Trinity (High Plains) Aquifer, and Rita Blanca Aquifer) groundwater availability model (GAM) and will take the lead in characterizing the Dockum Aquifer properties, aquifer conditions and groundwater pumping and quality. The additional analyses will include evaluation of geophysical logs in the vicinity of the SWTP that can help inform estimates of productivity and water quality in zones where few or no production wells currently exist. The Railroad Commission of Texas (RRC) considers the base of useable quality water in the area to be approximately the base of the Ogallala Aquifer. Oil field effluent disposal is thus occurring in the Dockum Aquifer and potentially other, deeper formations. The HDR Team will use RRC records to identify the location and, where possible, the injection intervals for these existing disposal wells near the SWTP.

The key product of the hydrogeologic characterization will be a summary of the information available in the vicinity of the SWTP, including aquifer depth, productivity, and water quality in the Dockum Aquifer. The characterization of the Dockum Aquifer properties determined at the SWTP as a known data point will be useful in extrapolating these results to the vicinity of Lubbock in the future.

Task 1.3 Evaluate Brackish Groundwater Availability

The HDR Team will use the current version of the GAM to calculate a water budget in the vicinity of the SWTP in the Dockum Aquifer for analysis of brackish groundwater production in this formation. The project simulation will be based on the predictive regional simulations being performed for GMA-2 as part of the regional planning process, but will add the production from a potential well located at the SWTP. The water budget will estimate how the contributing components, such as cross-formational flow, recharge, and contribution from storage, evolve through time. In addition, this project simulation will help to determine trends in water levels to support estimates of travel times from existing disposal wells to the brackish well located at the SWTP, and pumping lifts required for energy calculations.

Task 1.4 Assess Regulatory, Permitting and Institutional Framework

The HDR Team will identify and assess potential permitting, institutional and regulatory considerations related to brackish groundwater desalination projects, with specific emphasis given to the High Plains Underground Water Conservation District No. 1 (HPWD), Texas Commission on Environmental Quality (TCEQ), and RRC. In addition, the team will address and discuss in the report the potential effects of nearby landowner activities on a brackish groundwater desalination project.

Task 2. Prepare and Coordinate Test Well Program

This task will commence following written approval by the City to proceed. The test well program will include engineering, contracting, constructing, collecting and analyzing field data, and preparing a report of the findings and conclusions. The program includes the installation and

development of a permanent test well screened or perforated in the Dockum Aquifer that can be used for current and future data collection and studies. Locations considered for the test well will be on City-owned property at the SWTP.

Task 2.1: Prepare Test Well Plan Including Plan and Specification Documents

This task will include the HDR Team's preparation of plans and specifications for the test well installation phase of the project. Specific items include the following:

- Design the test well installation, development, and data collection program,
- Prepare preliminary plans and specifications for the construction and testing of the test well,
- Review the preliminary plans and specifications with the City and HPWD, and
- Finalize plans and specifications.

Task 2.2: Assist with Selection Test Well Contractor

This task will include HDR collaborating with the City in the selection of a test well contractor, with the City entering into a contract with a contractor. Specific items to be completed by HDR include the following:

- Review contract documents and request for proposals prepared by the City for advertisement,
- Compile a list of potential test well contractors,
- Collaborate with the City in evaluating proposals received from contractors, and
- Provide input and recommendations regarding the selection of a test well contractor by the City.

Task 2.3: Observe Field Activities

This task will include HDR's observation of field activities for the test well installation phase of the project. Specific tasks include the following:

- Visit the construction site and observe geophysical logging, well installation and pump testing (includes two trips to the drilling site and 40 hours of a licensed engineer at the drilling site),
- Coordinate with others who may be requested to describe drill cuttings (i.e., Texas Tech University student or staff and City staff) (This scope of work includes 80 hours of a Texas Tech University student describing cuttings at the drilling site.),
- Observe the collection of driller's logs and samples,
- Contract with a water quality laboratory for the analyses of samples collected by the driller and,
- Compile, summarize and analyze drilling, formation, and test data.

Two water samples will be analyzed for the following water quality parameters.

Field Parameters
pH
Specific Conductivity
Turbidity
Dissolved Oxygen (DO)
Temperature
Oxidation Reduction Potential (ORP)

Laboratory Parameters
Silica
Calcium
Magnesium
Sodium
Potassium
Carbonate
Bicarbonate
Sulfate
Chloride
Fluoride
Nitrate
Total Dissolved Solids (TDS)
Alkalinity
Specific Conductivity
Hardness as $CaCO_3$
Percent Sodium
Sodium adsorption ratio (SAR)
Residual sodium carbonate (RSC)

HDR anticipates the drilling contractor will complete the following tasks. These tasks are not included in this Scope of Work.

- Construction of an estimated 1,400-ft deep (based on geophysical logs near the SWTP) test well, including:
    - Mobilizing, drilling, casing, screening, and cementing the well,

    - Developing the test well, and
    - Completing the wellhead.
- Completion of data collection program, including:
    - Obtain a bailed water sample and test for the field parameters listed above. This does not constitute one of the two water samples noted above.
    - Installing and operating a pump test,
    - Completing a pump test, which will consist of a series of step tests and a constant rate test, not to exceed 36 hours,
    - Disposing of pumped water into adjacent City of Lubbock facilities (evaporation ponds or storm water detention pond)1,
    - Measuring test well water levels with automated recorder and hand line, and
    - Collecting water samples and delivery to the laboratory.

HDR anticipates the United States Geological Survey (USGS) under contract with HPWD will complete the following task. This task is not included in this Scope of Work.

- Completion of geophysical logging

Task 3. Project Administration, Data Analyses and Project Report

Project administration, quality assurance/quality control (QA/QC), data analyses, and report preparation activities will be performed under this task.

Data analyses will include:

- Delineation and summary of the geologic descriptions of water-bearing and confining beds of the Dockum Aquifer in the vicinity of the SWTP,
- Calculation of aquifer properties from the pump tests,
- Characterization of the water chemistry, and
- Description of test program results in context with the information prepared in Task 1.

A project report will be prepared and will include:

- Summary of information compiled from Task 1,
- Summary of data and findings obtained from the test well program (Task 2), and
- Recommendations for further evaluations of brackish groundwater desalination as a potential drinking water supply.

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1 If disposal of pumped water in adjacent City facilities is not possible due to high levels of dissolved solids or other factors, contractor will need to utilize water trucks to haul and dispose of water in an appropriate facility. This would modify the length and form of the pump test to accommodate potentially smaller water volumes.

An electronic draft of the report will be presented to the City for review. The HDR Team will respond to the comments and suggestions and prepare a final report within three weeks of receiving the City's comments. The final report will be delivered in electronic Portable Document Format (PDF) with six (6) hard copies.

Task 4. Present Findings to the LWAC

The final results of the project will be presented to the Lubbock Water Advisory Commission (LWAC) when requested by the City. A PowerPoint presentation of the findings and conclusions of the work effort and recommendations for further evaluations of a brackish groundwater desalination program will be prepared. This presentation will be reviewed with City staff prior to presentation to the LWAC. This scope of work anticipates that two members of the HDR Team will attend the presentation in Lubbock and be available to answer questions. Deliverables include a PowerPoint presentation and any associated boards and visual aids, including handout packages for the LWAC members.

Project Assumptions

Major assumptions in this Scope of Work include:

- This scope of work includes two trips to the drilling site and 40 hours of a licensed engineer at the drilling site.
- HDR will not be onsite for drilling initiation nor serve as a resident project representative (RPR) for the drilling phase of the project. HDR will be available to discuss drilling status with the City.
- The duration and pumping rates are dependent on the salinity of the produced water. If the water is too saline to discharge to natural drainage facilities on the SWTP site based on regulatory guidelines or capacity of current retention areas, production will be limited to the available capacity or what volume can be disposed of off-site, based on coordination with the City.
- If drill cutting descriptions are completed by City staff or other entity (i.e., Texas Tech student), these descriptions will be provided to HDR for use in the data analyses.
- This scope of work includes 80 hours of a Texas Tech University student describing cuttings at the drilling site.

Additional Services

This Scope of Work is intended to provide baseline information that can be used for further evaluation of the feasibility of the City developing a brackish groundwater supply from the Dockum Aquifer. Additional services that are not included in this Scope of Work, but could be considered for future evaluations, include:

- Estimation of subregional brackish groundwater availability in order to characterize the longevity of potential brackish groundwater sources,
- Evaluation of desalination treatment options,

- Evaluation of brine concentrate disposal options,
- Evaluation of desalinated brackish groundwater compatibility with the City's existing sources of supply,
- Integration of the new source into the City's distribution system, and
- Update of strategy evaluations in the City's Strategic Water Supply Plan.

Project Schedule

The proposed timeline for completion of the major tasks of the Scope of Work is as follows:

Task	Description	Schedule
Task 1	Evaluate Hydrogeology and Regulatory Framework	60 days from Notice to Proceed
Task 2.1	Prepare Test Well Plan	90 days from Notice to Proceed
Tasks 2.2 and 2.3	Complete Test Well Program	To be determined based on the City's schedule for selection and engagement of drilling contractor
Task 3	Project Administration, Data Analyses and Project Report	30 days following the completion of the test well
Task 4	Present Findings to the LWAC	When requested by the City

EXHIBIT B

BRACKISH GROUNDWATER SUPPLY EVALUATION
BUDGET

CITY and ENGINEER have established a not-to-exceed fee of $99,700 to complete all services under this Contract, as shown below by major task. This amount will not be exceeded without a contract amendment. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed fee. Fees will be billed as total salary costs times a multiplier of 2.159 plus direct expenses. Salary costs are defined as direct labor rates plus fringe benefits.

ENGINEER agrees to complete these services as delineated above. If a change in Scope of Work or Time of Performance becomes necessary, an amendment to this contract shall be negotiated at that time.

The following table summarizes the fees necessary to accomplish the scope of work.

Task	Task Description	Fee
1	**Evaluate Hydrogeology and Regulatory Framework**	**$14,700**
2	**Prepare and Coordinate Test Well Program**	**$53,800**
3	**Project Administration, Data Analyses and Project Report**	**$26,500**
4	**Present Findings to the LWAC**	**$4,700**
	Total Fee	**$99,700**

BRACKISH GROUNDWATER WATER SUPPLY EVALUATION

BREAKDOWN OF LABOR HOURS

Task No.	Task Description	Salary Costs											Subcontractor					Direct Expenses			
		Project Principal	Project Engineer	Project Manager	Process Engineer	Sr Engineer	GIS Technician	Admin	Clerical Editorial	QA/QC	Project Engineer	CADD	Sr. Geo/Eng	Project Manager	Project Geo/Eng	GIS Tech	Clerical Editorial	Technology Charge	Travel	Other 3% of Labor	Grand Total
1	**Evaluate Hydrogeology and Regulatory Framework**																				
1.1	Review of City's Current Strategic Water Supply Plan	1	2	2	-	1							4					$22		$7	$ 2,100
1.2	Characterization of the hydrogeologic features and pumping												12		24			$0		$0	$ 5,800
1.3	Assessment of Brackish Water Availability												8	1	20			$0		$0	$ 4,700
1.4	Assessment of Regulatory and Public Issues		2	4		4												$37		$12	$ 2,100
	Total Task 1	1	4	6	-	5	-	-	-	-		-	24	1	44	-	-	$59	$0	$19	$ 14,700
2	**Prepare and Coordinate Test Drilling Program**																				
2.1	Prepare engineering designs and specifications		40	8		16			10	9	20	20						$455		$136	$ 22,600
2.2	Assist in Selection of Well Driller		20	4		4			8	4	4	-						$163	$0	$44	$ 7,400
2.3	Observe Field Activities		16	6		40			80									$525	$2,000	$128	$ 23,800
	Total Task 2	-	76	18	-	60	-	-	98	13		20	-	-	-	-	-	$1,143	$2,000	$308	$ 53,800
3	**Project Admin, Data Analyses and Project Report**	8	24	40	4	8	8						16	4		20	4	340.4		$98	$ 18,300
	PM, QC, PARR	4	4	20		16		6										185		$61	$ 10,200
	Total Task 3	12	28	60	4	24	8	6	-	-	-	-	16	4	-	20	4	$525	$0	$159	$ 28,500
4	**Present Findings to the LWAC**	4		12		2												$87	$1,000	$21	$ 4,700
	Total for Tasks 1-4	17	108	96	4	91	8	6	98	13	-	20	40	5	44	20	4	$1,810	$3,000	$448	$99,700

BRACKISH GROUNDWATER SUPPLY EVALUATION

HOURLY RATE SCHEDULE

Rates for January 1, 2016 through December 31, 2016
Specific Rates for Water Resources Engineering Support

HDR Engineering, Inc. Job Titles & Classifications	Rate Range	
Principal	$ 220.00	$ 300.00
Engineers		
Sr. Water Resources Engineer / Project Manager	$ 150.00	$ 275.00
Water Resources Engineer	$ 135.00	$ 225.00
Hydrologist	$ 110.00	$ 190.00
Technical / Support Staff		
GIS Analyst	$ 100.00	$ 180.00
GIS Technician II	$ 75.00	$ 160.00
Administrative II / Accountant	$ 63.00	$ 170.00
Administrative I / Clerical	$ 47.25	$ 100.00
Rate Calculation		
Fees will be billed as total salary costs times a multiplier of 2.159 plus direct expenses. Salary costs are defined as direct labor rates plus fringe benefits.		
A technology charge, which covers CADD, GIS, network communications, digital photography, etc., will be included at a flat rate of $3.70 per labor-hour charged directly to a project under this contract.		
Other reimbursable expenses will be passed through directly to the City of Lubbock with no multiplier and include mileage (standard IRS reimbursable rate), lodging, Per Diem expenses, incidentals, and copier/plotting costs.		

*Note:
The rates are for January 1, 2016 through December 31, 2016. Proposed new rates, in subsequent years, will be negotiated on an annual basis and will include cost-of-living escalation and other factors relevant at that time.

City of Lubbock, TX
Capital Project
Project Cost Detail
April 28, 2016

Capital Project Number:	8598
Capital Project Name:	Brackish Well Field Evaluation

	Budget
Encumbered/Expended	
	$ -
Agenda Item April 28,2016	
HDR, Inc. - Engineering Contract	99,700
Encumbered/Expended To Date	99,700
Estimated Costs for Remaining Appropriation	
Test Well Construction & Pump Testing	100,300
Remaining Appropriation	100,300
Total Appropriation	$ 200,000

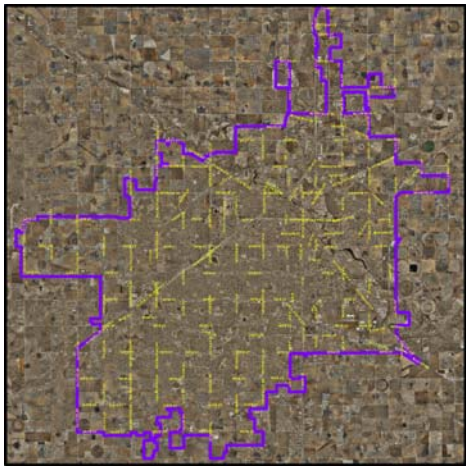
Project Name **Brackish Well Field Evaluation** *Project Number* **8598**

Managing Department **Water Utility Admin.**

Project Manager **Aubrey Spear**

Project Classification **Master Plans/Studies**

Project Status **Approved**



Project Scope

Under this project, the City will further evaluate the brackish groundwater supply strategy contained in the 2013 Strategic Water Supply Plan. Part of this project will include a hydrogeologic assessment of the Dockum aquifer focusing on counties where Lubbock's water infrastructure exists. This assessment will include collection of available published data, analysis of aquifer properties including water quality, and the refinement of an aquifer model that can be used to further evaluate the feasibility of developing a brackish well field. Another part of the project will be to evaluate alternative locations for a brackish well field and provide a conceptual design of the most optimal location. The effort includes assessing various treatment technologies for costs, energy requirements, residuals generated, and associated disposal methods, regulatory requirements, and related issues.

Project Justification

The use of brackish groundwater to supplement the City's water supply in the future is one strategy of the 2013 Strategic Water Supply Plan. This project allows Water staff to perform due diligence and planning necessary to further evaluate the use of groundwater from the Dockum aquifer to supplement the City's water supply. Very little information has been compiled on the Dockum aquifer which makes it difficult to fully evaluate the viability of a brackish well field supply strategy.

Project History

Due to the declining water levels in the High Plains Ogallala aquifer over the past several decades, there is a need to assess deeper groundwater formations such as the Dockum aquifer which underlies the South Plains region. Although the Dockum aquifer's water quality is inferior to the Ogallala aquifer, it could provide the City with supplemental water in the future.

$200,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Design and Engineering	200,000	0	0	0	0	0	0	200,000
Total Project Appropriation	200,000	0	0	0	0	0	0	200,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Funding
FY 2015 Water Pay-As-You-Go	200,000	0	0	0	0	0	0	200,000
Total Funding Sources	200,000	0	0	0	0	0	0	200,000

Regular City Council Meeting **6. 16.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12636 with Tecta America-CS, LLC., for the Silent Wings Museum roof replacement and weatherproofing, RFP 16-12636-JM.

Item Summary

This contract consists of the following:

ROOF SECTIONS - B, C, D, F, G, I, J1, J2, & J3: Work shall include removal of existing roof membrane and insulation down to substrate. Remove and replace any damaged or deteriorated decking according to the unit price as specified. Install new miscellaneous carpentry to create perimeter details as specified. Mechanically fasten specified base sheet per ASCE 7 criteria, fully adhere tapered insulation and associated ½" substrate board as specified. Fully adhere SBS modified base ply and 80-mil fleeceback TPO membrane as specified. Provide a twenty year NDL manufacturer's warranty and a two year contractor warranty. Work shall also include all HVAC and electrical, piping disconnect and reconnection. Installation shall be as per NRCA, SMACNA, ANSI/SPRI, specifications, details and manufacturer's guidelines.

ROOF SECTIONS – A, & E: Work shall include removal of existing roof membrane and insulation down to substrate. Remove and replace any damaged or deteriorated decking according to the unit price as specified. Install new miscellaneous carpentry to create perimeter details as specified. Mechanically fasten specified 1.5" base layer of insulation per ASCE 7 criteria, fully adhere tapered insulation and associated ½" substrate board as specified. Fully adhere SBS modified base ply and 80-mil fleeceback TPO membrane as specified. Provide a twenty year NDL manufacturer's warranty and a two year contractor's warranty. Work shall also include all HVAC and electrical, piping disconnect and reconnection. Installation shall be as per NRCA, SMACNA, ANSI/SPRI, specifications, details and manufacturer's guidelines.

The add alternate consists of:

LOWER LEVEL OF OLD FLIGHT TOWER AND TOP STORY OF OLD CAFETERIA: Work shall include removal of existing sealant at masonry to metal, metal to metal and glass to metal joints around windows and penetrations on exterior wall elevations as described in the project specifications. Contractor shall install all specified sealant and required accessories as per the project specifications. Contractor shall provide Owner with a five year labor and materials warranty and a five year manufacturer material warranty.

Proposals were solicited and five firms responded with sealed proposals. The following were received: Lydick Hooks, Lubbock, TX, H Construction Systems, Inc. d.b.a. Hamilton Roofing Company, Lubbock, TX, Tecta America-CS, LLC., Lubbock, TX, CS Advantage of College Station, TX, and Trumble Construction Texarkana, TX. The proposals were evaluated using the following criteria: 60% Price; 30% Contractor Qualifications; 5% Safety Record Questionnaire; and 5% Construction Time. The maximum point value is 100 points. Two proposals were not evaluated. H Construction Systems, Inc. d.b.a. Hamilton Roofing Company did not bid on the additional unit pricing on the bid form and therefore, considered as non-responsive. Trumble Construction of Texarkana, TX made errors in there extended cost and therefore, considered as non-responsive.

After the proposals were evaluated, the following ranking was obtained:

Contractor	Price	Points
Tecta America-CS, LLC of Lubbock, TX	$495,600	100
Lydick-Hooks of Lubbock, TX	553,512	71
CS Advantage of College Station, TX	619,000	56

Sec. 2269.155. SELECTION OF OFFEROR. (b) The governmental entity shall first attempt to negotiate a contract with the selected offeror. The governmental entity and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. Staff and Evaluation committee recommend award of the lump sum contract to Tecta America-CS, LLC., of Lubbock the highest ranked proposal and after contract negotiations reducing the alternate from $75,000 to $66,400, thus reducing their proposal to $487,000.
Time for completion is 70 consecutive calendar days with liquidated damages of $250 per consecutive calendar day.

Fiscal Impact

$647,000 is available in Capital Improvement Project 92359, Facility Roof Replacements, with $487,000 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Contract - Tecta America CS, LLC

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12636 from RFP 16-12636-JM for the replacement and weatherproofing of the roof of the Silent Wings Museum, by and between the City of Lubbock and Tecta America-CS, LLC, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Contract 12636 – Tecta America-CS, LLC – Silent Wings Museum Roof Replacement
January 29, 2016

PROPOSAL SUBMITTAL FORM
LUMP SUM PRICE PROPOSAL CONTRACT

DATE: January 27, 2016

PROJECT NUMBER: **RFP 16-12636-JM – Silent Wings Museum Roof Replacement and Waterproofing**

Proposal of Tecta America-CS, LLC (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the Silent Wings Museum Roof Replacement and Waterproofing, having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

BASE PROPOSAL

ITEM NO.	DESCRIPTION	UNIT	LABOR	MATERIALS	EXTENDED COST
1	ROOF SECTIONS - B, C, D, F, G, I, J1, J2, & J3: Work shall include removal of existing roof membrane and insulation down to substrate. Remove and replace any damaged or deteriorated decking according to the unit price as specified. Install new miscellaneous carpentry to create perimeter details as specified. Mechanically fasten specified base sheet per ASCE 7 criteria, fully adhere tapered insulation and associated ½" substrate board as specified. Fully adhere SBS modified base ply and 80-mil fleeceback TPO membrane as specified. Provide a twenty (20) year NDL manufacturer's warranty and a two (2) year contractor's warranty. Work shall also include all HVAC and electrical, piping disconnect and reconnection. Installation shall be as per NRCA, SMACNA, ANSI/SPRI, specifications, details and manufacturer's guidelines.	LS	$ 154,680.00	$ 232,020.00	$ 386, 700.00
2	ROOF SECTIONS – A, & E: Work shall include removal of existing roof membrane and insulation down to substrate. Remove and replace any damaged or deteriorated decking according to the unit price as specified. Install new miscellaneous carpentry to create perimeter details as specified. Mechanically fasten specified 1.5" base layer of insulation per ASCE 7 criteria, fully adhere tapered insulation and associated ½" substrate board as specified. Fully adhere SBS modified	LS	$ 13,560.00	$ 20,340.00	$ 33,900.00

ITEM NO.	DESCRIPTION	UNIT	LABOR	MATERIALS	EXTENDED COST
	base ply and 80-mil fleeceback TPO membrane as specified. Provide a twenty (20) year NDL manufacturer's warranty and a two (2) year contractor's warranty. Work shall also include all HVAC and electrical, piping disconnect and reconnection. Installation shall be as per NRCA, SMACNA, ANSI/SPRI, specifications, details and manufacturer's guidelines.				
	TOTAL BASE PROPOSAL (Items 1 – 2)			$ 420,600.00	

ADDITIONAL LUMP SUM OPTION

ITEM NO.	DESCRIPTION	UNIT	LABOR	MATERIALS	EXTENDED COST
1	LOWER LEVEL OF OLD FLIGHT TOWER AND TOP STORY OF OLD CAFETERIA: Work shall include removal of existing sealant at masonry to metal, metal to metal and glass to metal joints around windows and penetrations on exterior wall elevations as described in the project specifications. Contractor shall install all specified sealant and required accessories as per the project specifications. Contractor shall provide Owner with a five (5) year labor and materials warranty and a five (5) year manufacturer's material warranty.	LS	$ 22,250.00	$ 52,750.00	$ 75,000.00

ADDITIONAL UNIT PRICE OPTIONS

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	COST PER UNIT	EXTENDED COST
1	Remove and replace damaged light-weight concrete decking	Square Ft.	1	$ 30.00	$ 30.00
2	Remove and replace damaged metal decking	Square Ft.	1	$ 15.00	$ 15.00
3	Remove and replace deteriorated nailers	Board Ft.	1	$ 10.00	$ 10.00

PROPOSED CONSTRUCTION TIME:

1. Contractors proposed CONTRUCTION TIME for completion:

The proposed number of consecutive calendar days to completion: 70 Days

JN Offeror's Initials

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to complete the project within **90 CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$250** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

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

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

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

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

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

JW Offeror's Initials

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

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

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

Date: January 27, 2016

Jason Weems
Authorized Signature

Jason Weems
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:
Tonia Vaughan
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 1/22/16
Addenda No. 2 Date 1/25/16
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Tecta America-CS, LLC
Company
5401 Acuff Road
Address
Lubbock, Lubbock
City, County
TX, 79403
State Zip Code
Telephone: 806 - 747-8400
Fax: 806 - 747-8800
Email: jweems@tectaamerica.com

FEDERAL TAX ID or SOCIAL SECURITY No.

84-1505685

M/WBE Firm:						
	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

TECTA AMERICA CS
Roofing Redefined

7 March 2016

ARMKO Industries, Inc.
7302 82nd Street St #14
Lubbock, TX 79424
Attn: Mr. Brad Draper

RE: Silent Wings Museum Roof Replacement and Weatherproofing RFP 16-12636-JM

Dear Mr. Draper,

Upon your request, and under the direction of the City of Lubbock we contacted various subcontractors in an attempt to renegotiate the pricing associated with alternate number one in the bid documents. The revised pricing we received is as follows:

- Sealant Work including asbestos abatement: $23,068.00
- Broken Window Replacement: $8,000.00
    - This price includes a minimal contingency allowance for broken glass associated with removing the glass at the elevator locations. They do not feel they can remove this glass without breaking it. Also includes a one day rental for a boom lift for the same work location.
- Window Tinting: $23,400.00
- Total Cost: $54,468.00
- Profit: $10,894.00
- Bond Premium: $1,078.00
- Revised Price for alternate #1: **$66,400.00** vs the original price of $75,000.00

This places the total contract price at $487,000.00. Please advise.

Sincerely,

Jason Weems

Jason Weems
President

City of Lubbock, TX
Capital Project
Project Cost Detail
April 28, 2016

Capital Project Number:	92359
Capital Project Name:	Facility Roof Replacements

		Budget
Encumbered/Expended		
ABF Contract 12297 - Roof on Station 9	$	46,992
Armko Industries		29,952
Bid Cost		748
Tecta America Contract 12555		50,400
Agenda Item April 28, 2016		
Tecta America-CS Contract 12636		487,000
Encumbered/Expended To Date		615,092
Estimated Costs for Remaining Appropriation		
Roof replacement		31,908
Remaining Appropriation		31,908
Total Appropriation	$	647,000

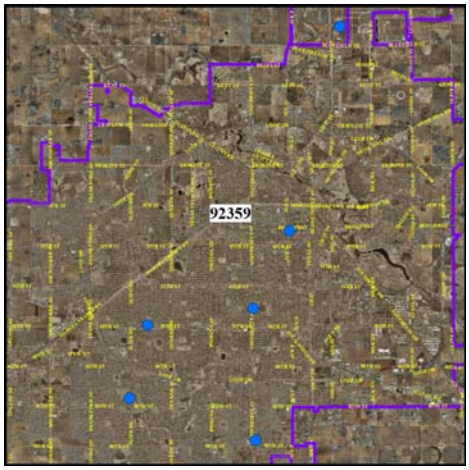
Project Name **Facility Roof Replacements** *Project Number* **92359**

Managing Department **Facilities Management**

Project Manager **George Lisenbe**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

The following facilities will have their roofing systems replaced with new systems: Fire Station No. 9, Fire Station No. 12, Silent Wings Museum, Garden and Arts Center, City Hall, and Fire Station No. 14.

Project Justification

Many City facilities have roofs that are nearing the end of their expected life. A typical roofing system should last 15-20 years. The wear and tear on these roof systems have compromised the facility's ability to remain watertight from the roof areas. Staff have evaluated many City roofs and have determined the above facilities will need to have roof replacements within the next 6 years.

Project History

The roofing systems scheduled for replacement have ages ranging from 15 to 30+ years. Routine/standard maintenance of these systems are no longer efficient.

$172,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.
$475,000 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, September 10, 2015.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Construction	152,000	440,000	635,000	293,000	670,000	153,000	0	2,343,000
Construction Management Support	5,000	10,000	15,000	12,000	25,000	2,000	0	69,000
Design and Engineering	15,000	25,000	70,000	25,000	125,000	15,000	0	275,000
Total Project Appropriation	172,000	475,000	720,000	330,000	820,000	170,000	0	2,687,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Funding
FY 2015 General Fund Pay-As-You-Go	172,000	0	0	0	0	0	0	172,000
FY 2016 General Fund Pay-As-You-Go	0	475,000	0	0	0	0	0	475,000
FY 2017 General Fund Pay-As-You-Go	0	0	720,000	0	0	0	0	720,000
FY 2018 General Fund Pay-As-You-Go	0	0	0	330,000	0	0	0	330,000
FY 2019 General Fund Pay-As-You-Go	0	0	0	0	820,000	0	0	820,000
FY 2020 General Fund Pay-As-You-Go	0	0	0	0	0	170,000	0	170,000
Total Funding Sources	172,000	475,000	720,000	330,000	820,000	170,000	0	2,687,000

Regular City Council Meeting **6. 17.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution – Telecommunication: Consider a resolution authorizing the Mayor to execute contract 12615 with Lubbock Radio Paging Service, Inc. dba Stenocall for pager services, RFP 16-12615-DGB.

Item Summary

This contract will provide pager equipment and service for multiple departments within the City. The pagers are used for on-call service and various communications needs. The City currently maintains 42 pagers in various departments. The contract term is for one year with an option for four additional one year extensions.

Staff recommends contract award to the sole bidder, Lubbock Radio Paging Service, Inc. dba Stenocall of Lubbock, TX, for $20,000 per year. The contract is based on unit pricing which includes maintenance, all parts, labor and transportation.

Fiscal Impact

$20,000 is appropriated in the Adopted FY 2015-2016 Telecommunications Pager Budget.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Contract - Lubbock Radio Paging, Inc. dba Stenocall

RESOLUTION

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

THAT City of Lubbock Invitation to Bid No. ITB 16-12615-DGB / Contract 12615 is awarded to Lubbock Radio Paging, Inc., d/b/a Stenocall, for pagers and pager service as a high technology service, and further THAT the Mayor of the City of Lubbock is authorized and directed to execute, for and on behalf of the City of Lubbock, a contract for said activities with Lubbock Radio Paging, Inc., d/b/a Stenocall, consistent with the terms of the bid submittal attached hereto and incorporated herein, in a form acceptable to the City Attorney, and related documents.

Passed by the City Council on _____.

_____
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

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Contract 12615

City of Lubbock, TX
Pager Service for City of Lubbock Employees
RFP 16-12615-DGB

This Service Agreement (this "Agreement") is entered into as of the **28th** day of **April, 2016** ("Effective Date") by and between **Lubbock Radio Paging Service, Inc. dba Stenocall,** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 16-12615-DGB Pager Service for City of Lubbock Employees.

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide pager service for the City of Lubbock, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – Specifications
3. Exhibit B – Proposal

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit A and B, and attached hereto.

Article 1 Services

1.1 The contract shall be for a term of one year, said date of term beginning upon City council date of formal approval. The City and the Contractor may, upon written mutual consent, extend the contract for four additional one year periods.

1.2 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

1.3 Non-appropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the

goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 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 Agreement beyond the date of termination.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such

overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

CONTRACTOR:

Contractor's Signature

Dusty Earl
Printed Name

President
Title

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

John Grace, Assistant City Attorney

City of Lubbock, TX
High-Technology RFP
For
Pager Service for City of Lubbock Employees

Specifications

1.0 OVERVIEW & CURRENT ENVIRONMENT

1.1 The City of Lubbock is issuing this Request for Proposal (RFP) under the guidelines of a High-Technology RFP, and the award of the contract shall be made to the responsible vendor whose proposal is determined to the be the best evaluated offer resulting from negotiation. The best offer will take into consideration the relative importance of price, qualifications, experience, references, local support and service and other evaluation factors set forth in the request for proposal. Receipt of any proposal shall under no circumstances obligate the City of Lubbock to accept the best price offering.

1.2 The Contract Agreement awarded under this RFP will grant to the successful vendor rights for pager service for the City of Lubbock, Texas for a period of one year with four one-year options to renew.

1.3 The City of Lubbock currently has approximately 140 pagers in various locations with local, state and nationwide service. This number is subject to change based on City of Lubbock needs.

2.0 SCOPE OF WORK

2.1 This RFP is being issued under the guidelines of a High-Technology RFP. This means that failure to successfully meet all functional requirements may not necessarily disqualify the vendor. This RFP is intended to be functional in nature and allow responding vendors to be creative in their approach to serving the City of Lubbock.

2.2 Vendors should take exception to functional specifications that they cannot meet and may offer alternative solutions and/or additional features in their proposals. Price will not be the only criteria of selection.

2.3 The City may choose to select all, part, or none of the vendor's proposal. The award of the contract shall be made to the responsible vendor, whose proposal is determined to be the highest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request of Proposals in accordance with the Texas Local Government Code, Chapter 252.

3.0 REQUIREMENTS

3.1 Provide general information about the vendor, including financial information about the company, staff levels, implementation, training and support capabilities.

3.2 Proposal should include a per-unit price (including maintenance) with the second and subsequent year's pricing. Unit pricing must include all parts, labor and transportation costs. Any costs to be borne by the City shall be clearly specified.

3.3 Identify coverage areas and boundaries in writing and with coverage maps.

- Availability of immediate callback support and supported devices.
- Access to actual product development engineers.

5.5 Respondents should maintain an automated system for tracking problem incidents from initiation to resolution and be capable of providing reports indicating:

- Date and time notified
- Date and time of arrival on site
- Nature of problem and malfunction
- Problem status
- Device type and model serviced
- Time required to effect repairs
- Date and time equipment is operational
- Any trends indicated by recurring errors

6.0 GENERAL REQUIREMENTS

6.1 Availability requirements necessitate that, in situations involving the loss of critical equipment for more than four (4) hours, at the City's discretion, respondents grant the City the option of requiring that the vendor defer to immediate service by the original equipment manufacturer at no cost to the City. This means that the City may require the vendor to call on the manufacturer's support at any such time as the City may deem appropriate, at the vendor's expense.

6.2 The City requires the option to add or delete any equipment from this agreement. Equipment shall be added at no more than the price quoted in response to this RFP. The City desires the option to take advantage of any price reductions or special promotions (outside the contract) that may be introduced for any device types whether they affect equipment currently covered or to be added.

6.3 The City desires the option to terminate the agreement resulting from this RFP at its own discretion and for any reason within thirty days (30) of written notice to the offerer.

6.4 If equipment is added or deleted during the contract period, explain how vendor will accommodate pricing, i.e. prorating, credit/debit next year's contract pricing, etc.

6.5 Proposer shall acquire and hold all necessary licenses and permits required to conduct business in the State of Texas and within and with the City of Lubbock, Texas.

6.6 Proposer shall provide evidence of financial capability and stability, including most recent three years balance sheets and income statements, audited by an independent, Certified Public Accountant.

6.7 Proposer shall provide full legal name, address and telephone number, form of organization, and date of organization or incorporation.

6.8 Proposer shall provide the names and addresses of all directors, officers and/or partners and primary contact person plus primary local contacts with titles.

6.9 Proposer shall submit a detailed implementation plan for the conversion of existing pager service with incumbent to ensure the City of Lubbock does not have an interruption of service.

7.0 PROPOSAL FORMAT

7.1 Prefacing the proposal, the offerer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. Include descriptions of primary and alternative configurations. The proposal itself shall be organized in the following format and informational sequence:

7.1.1 Business Organization: State full name and address of your organization and identify parent company if you are a subsidiary. Indicate whether you operate as a corporation, partnership, or individual. Include the State in which incorporated or licensed to operate.

7.1.2 System Concept and Solution: Define in detail your understanding of the problem presented in the Scope of Work. Provide all details in addition to those facts you deem necessary to evaluate your proposal.

7.1.3 Project Management Structure/Personnel: Provide a general explanation and chart that specifies project leadership and reporting responsibilities. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor. Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to this person and the percentage of time each person will devote to this work.

7.1.4 Prior Experience: List at least three (3) customer references, concentrating on organizations with similar environments, preferably within the state, or if possible, in the area.

7.1.5 Authorized Negotiator: Include name, address and telephone number of person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

7.1.6 Cost Proposal: Complete a cost proposal evaluation matrix for the pagers specified. Be sure to indicate the costs for each device type and service area. Be sure to include discounts, where applicable, and type of payment required (monthly, quarterly, etc.).

ANY ADDITIONAL COSTS MUST BE CLEARLY INDICATED

7.2 Exceptions: any exceptions to this RFP must be explicitly indicated in a section titled "Exceptions."

8.0 ACCEPTANCE TESTING

8.1 The successful proposer shall demonstrate a complete capability to maintain compliance with this proposal specification.

9.0 EVALUATION CRITERIA

Proposals will be evaluated based upon the information supplied in the proposals. The following weights will be assigned to the following evaluation criteria. The criteria will be grouped into percentage factors:

9.1 25% - Proposed qualifications/experience/references with other institutions similar in size to the City of Lubbock and ability to provide local support to the City of Lubbock as required.

9.2 35% - The per-unit cost per pager including maintenance and warranty.

9.3 25% - An assessment of the vendor's ability to provide timely service of the highest quality for the specific types of equipment required by this RFP, including future needs through enhancements and emerging technologies.

9.4 15% - The respondent's record of providing service and support for the types of equipment and the likelihood of a continuing ability to maintain the highest level of support and maximum availability of the product.

- Size and expertise of the support staff and technicians
- Site location (s)
- Ability to receive replacement pagers in timely manner

9.5 The City of Lubbock reserves the right to negotiate all elements that comprise the vendor's proposal to ensure that the best possible consideration be afforded to all concerned.

10.0 GENERAL CONTRACT PROVISIONS

10.1 Contract Period

It is the desire of the City to grant to the successful vendor a contract for pager equipment and service for the City of Lubbock, TX for a period of one year, said date of term beginning upon City council date of formal approval. The City and the Contractor may, upon written mutual consent, extend the contract for four additional one year periods.

11.0 THE CITY RIGHT TO AUDIT

11.1 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

City of Lubbock, TX
Pager Service for City of Lubbock Employees
RFP 16-12615-DGB

The City of Lubbock appreciates your time and effort in preparing your proposal. All offerors should familiarize themselves with the following INSTRUCTIONS TO OFFERORS and GENERAL REQUIREMENTS:

I. INSTRUCTIONS TO OFFERORS

1 PROPOSAL DELIVERY, TIME & DATE

1.1 The City of Lubbock will receive written and sealed competitive proposals for **Pager Service for City of Lubbock Employees** until **3:00 p.m. CST, December 1, 2015**, if date/time stamped on or before **3:00 p.m.** at the office listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the offeror. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: **"RFP 16-12615-DGB, Pager Service for City of Lubbock Employees"** and the closing date and time. Offerors must also include their company name and address on the outside of the envelope or container. Proposals must be addressed to:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

1.2 Offerors are responsible for making certain proposals and proposed contracts are delivered to the Purchasing and Contract Management Department. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If offeror does not hand deliver proposal, we suggest that he/she use some sort of delivery service that provides a receipt. The City of Lubbock assumes no responsibility for errant delivery of proposals, including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.

1.3 Proposals will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or tele-facsimile transmission. **THE CITY WILL NOT ACCEPT FAX PROPOSALS.**

1.4 Proposals may be withdrawn prior to the above scheduled time set for closing. Alteration made before RFP closing must be initialed by offeror guaranteeing authenticity.

1.5 The City of Lubbock reserves the right to postpone the date and time for accepting proposals through an addendum.

1.6 A proposal will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate proposals, 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."

4.2 Any offeror in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation thereof from the Purchasing and Contract Management Department. At the request of the offeror, or in the event the Purchasing and Contract Management Department deems the interpretation to be substantive, the interpretation will be made by written addenda issued by the Purchasing and Contract Management Department. Such addenda issued by the Purchasing and Contract Management Department will be available over the Internet at www.bidsync.com and will become part of the proposal package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City of Lubbock Purchasing and Contract Management Department no later than five (5) days prior to the proposal closing date.

4.3 The City does not assume responsibility for the receipt of any addendum sent to offerors.

5 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

5.1 Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.

5.2 Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the offeror from obligation to comply, in every detail, with all provisions and requirements of the Request for Proposal.

6 PROPOSAL COPIES

6.1 OFFEROR'S MUST SUBMIT THE ORIGINAL AND THREE COPIES OF THE SEALED PROPOSAL TO THE PURCHASING AND CONTRACT MANAGEMENT DEPARTMENT PRIOR TO **RESPONSE DUE DATE/TIME**. FAILURE TO SUBMIT THE ADDITIONAL COPIES MAY RESULT IN THE PROPOSAL BEING DECLARED UNRESPONSIVE. The original must be clearly marked **"ORIGINAL"** and the copies must be clearly marked **"COPY"**.

6.2 All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all electronic media, reports, charts, and other documentation submitted by offerors shall become the property of the City of Lubbock when received.

7 PROPOSAL PREPARATION COSTS

7.1 Issuance of this RFP does not commit the City of Lubbock, in any way, to pay any costs incurred in the preparation and submission of a proposal.

7.2 The issuance of this RFP does not obligate the City of Lubbock to enter into contract for any services or equipment.

7.3 All costs related to the preparation and submission of a proposal shall be paid by the proposer.

8 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

8.1 If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

8.2 Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection. *Tex. Loc. Govt. Code 252.049(b)*

8.3 The City of Lubbock will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

8.4 Marking your entire proposal CONFIDENTIAL/PROPRIETARY **is not** in conformance with the Texas Open Records Act.

9 DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

9.1 The City of Lubbock hereby notifies all offerors that in regard to any contract entered into pursuant to this RFP; Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

9.2 A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one ore more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

10 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

10.1 The City of Lubbock hereby notifies all offerors that in regard to any contract entered into pursuant to this RFP, Historically Underutilized Businesses (HUB's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

10.2 A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one ore more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

11 CONFLICT OF INTEREST

11.1 The Offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Lubbock.

11.2 By signing their proposal, the offeror certifies and represents to the City the offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

12 ANTI-LOBBYING PROVISION

12.1 DURING THE PERIOD BETWEEN PROPOSAL SUBMISSION DATE AND THE CONTRACT AWARD, PROPOSERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR PROPOSAL WITH ANY MEMBER OF THE LUBBOCK CITY COUNCIL OR CITY STAFF EXCEPT UPON THE REQUEST OF THE CITY OF LUBBOCK PURCHASING DEPARTMENT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS.

12.2 This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Violation of this provision may result in rejection of the offeror's proposal.

13 AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

Proposals must show vendor name and address of offeror. The original proposal must be manually signed by an officer of the company having the authority to bind the submitter to its provisions. Person signing proposal must show title or AUTHORITY TO BIND THEIR FIRM IN A CONTRACT. Failure to manually sign proposal will disqualify it.

14 ABOUT THIS DOCUMENT

This document is a Request for Proposal. It differs from an Invitation to Bid in that the City of Lubbock is **seeking a solution**, as described in the following General Requirements section, **not a bid/quotation** meeting firm specifications for the lowest price. As such, **the lowest price proposed will not guarantee an award** recommendation. Sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which quality, testing, references, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well an offeror's approach meets the desired requirements and needs of the City of Lubbock. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. The City will also utilize its best judgment when determining whether to schedule a pre-proposal conference (before proposals are accepted), or meetings with offerors (after receipt of all proposals). A Purchase Order/Contract will be awarded to a qualified offeror submitting the best proposal. **The City reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs, quality levels, and budget constraints.**

15 EVALUATION PROCESS

15.1 All proposals will be evaluated by an evaluation committee and may include senior management representatives, a financial officer and/or an independent consultant.

15.2 Respondents to this RFP may be required to submit additional information that the City may deem necessary to further evaluate the offeror's qualifications.

15.3 The committee will evaluate and numerically score each proposal in accordance with the evaluation criteria included in the Request for Proposal.

15.4 The committee will arrive at a short list of the top respondents and these short-listed respondents may be scheduled for a structured oral presentation and interview. Such presentations will be at no cost to the City of Lubbock. At the end of the oral presentation and interview, the evaluation of the short-listed respondents will be completed. The oral interview may be recorded and/or videotaped.

16 SELECTION

16.1 Selection shall be based on the responsible offeror whose proposal is determined to be the most advantageous to the City of Lubbock considering the relative importance of evaluation factors included in this RFP.

16.2 NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL.

17 EQUAL EMPLOYMENT OPPORTUNITY

Offeror agrees that it will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violative of Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

18 NON-APPROPRIATION

All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 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.

19 PROTEST

19.1 All protests regarding the RFP process must be submitted in writing to the City Director of Purchasing and Contract Management within five (5) business days following the opening of proposals. This includes all protests relating to advertising of notices, deadlines, proposal opening, and all other related procedures under the Local Government Code, as well as any protest relating to alleged improprieties with the RFP process.

This limitation does not include protests relating to staff recommendations as to award of contract. Protests relating to staff recommendations may be directed to the City Manager.

All staff recommendations will be made available for public review prior to consideration by the City Council as allowed by law.

19.2 **FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST.**

20 THE CITY RIGHT TO AUDIT

At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

21 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.

22 HOUSE BILL 2015

House Bill 2015, signed by the governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified. Governmental entities may want to include information on this new misclassification penalty in their contracts with entities that are providing services covered by this new requirement (Texas Government Code Section 2155.011).

23 CONTRACT TERMS

The contract shall be for a term of one year, with the option of four, one year extensions, said date of term beginning upon formal approval.

24 TERMINATION OF CONTRACT

This contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the cancelled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

25 ASSIGNING OR SUBLETTING THE CONTRACT

The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should the consent be given, the Contractor shall insure the Subcontractor or shall Provide proof of insurance from the Subcontractor that complies with all the contract Insurance requirements.

The City of Lubbock is aware of the time and effort you expend in preparing and submitting proposals to the City. Please let us know of any requirement causing you difficulty in responding to our Request for Proposal. We want to facilitate your participation so that all responsible firms can compete for the City's business. Awards should be made approximately two to six weeks after the opening date. If you have any questions, please contact the City of Lubbock Director of Purchasing and Contract Management at (806) 775-2171.

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Effective December1-2015

PAGER RENTAL- Does not include batteries

Addendum Pricing based on Less than 50 total pagers

LOCAL VHF COVERAGE	
A. NUMERIC	$ 14.82/MONTH
B. ALPHANUMERIC	$ 18.39/MONTH
C. TONE & VOICE	$22.83/MONTH

EXTENDED SOUTH PLAINS (ESP) VHF COVERAGE	
A. NUMERIC	$ 15.96/MONTH
B. ALPHANUMERIC	$19.95/MONTH
C. TONE & VOICE	$23.97/MONTH

STATEWIDE LIMITED VHF COVERAGE	
A. NUMERIC	$22.83/MONTH
B. ALPHANUMERIC	$26.40/MONTH

REPLACEMENT BATTERIES	
AA & AAA	$ 0.49/EACH

AFTER HOURS UNLOCK FEE	5PM - 8AM WEEKDAYS, WEEKENDS & STENOCALL HOLIDAYS
(For pager repair)	$ 45.00/PER CALL OUT
Message Express	$1.11/each/per month

All City of Lubbock Rental Pagers are covered by maintenance 24/7*. Maintenance covers repairs due to normal use and does not cover damage due to abuse, cosmetic or external causes of damage (such as water, chemicals or pets).

December 2015

PAGER REPLACEMENT VALUE

	PRICE
APOLLO *202* - NUMERIC	$ 44.95
APOLLO *924* - ALPHANUMERIC	$118.95

The following pagers are in limited supply:

MOTOROLA *BRAVO PLUS* - NUMERIC	$44.95
MOTOROLA *WORDLINE* - ALPHANUMERIC	$ 46.95
MOTOROLA *ADVISOR* Pro - ALPHANUMERIC	$46.95
MOTOROLA *KEYNOTE* - VOICE	$270.00
MOTOROLA *KEYNOTE VM* - VOICE w/VIBRATE & VOICE STORAGE	$330.00

Warranty covers defects from workmanship. Warranty does not cover damages caused by abuse, cosmetic or external causes of damage.

Regular City Council Meeting **6. 18.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 33000711 with Dell Marketing LP, for the purchase of rugged tablets, mounting hardware and accessories for the Lubbock Police Department, Water Department and Lubbock Power and Light.

Item Summary

The purchase of the 121 Latitude 7202 Livingstone Rugged Tablets, mounting hardware and accessories for the replacement of the E6400 XFR rugged laptops is being made through the City of Lubbock Master Lease Program - Toughbook Replacement.

The 121 rugged tablets, mounting hardware and accessories are for the replacement of the end-of-life E6400 XFR rugged laptops that are currently in the Police Department, Water Department and Lubbock Power and Light vehicles. The rugged tablets will have a life span of 4-5 years.

The $377,532 purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1951. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other information technology products through the DIR program. Pursuant to Texas Government Code Chapter 791.025, purchases using DIR contracts meet competitive bid requirements through the DIR program.

Fiscal Impact

The equipment is approved in the Adopted FY 2015-16 Master Lease Program.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Purchase Order Contract - Dell Marketing LP

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 for the State of Texas Department of Information Resources, Purchase Order No. 33000711, in the amount of $377,532.22, for 121 Latitude 7202 Rugged Tablets and related software and accessories, by and between the City of Lubbock and Dell Marketing LP of Round Rock, Texas, and related documents, pursuant to State of Texas Department of Information Resources Contract No. DIR-SDD-1951. 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:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

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City of Lubbock TEXAS PURCHASE ORDER

Page - 1
Date - 04/13/2016
Order Number 33000711 000 OP
Branch/Plant 330

TO: DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK Texas 78682

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O DAVID MCGAUGHEY
1611 10TH STREET
LUBBOCK Texas 79401

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

BY: Marta Alvarez, Director of Purchasing & Contract Management

Ordered 04/13/2016 Freight
Requested 05/27/2016 Taken By S SUMMERS
Delivery Per J Zhine / Req # 47457 Q#1021649990400.1/DIR-SDD-1951

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Latitude 7202 Rugged 12 Tablet	121.000	2,098.9700	EA	253,975.37	05/27/2016
8GB, Intel Proc #210-AEQJ					
RuggedMbl Keybd w/Ext USB Hubs	68.000	373.2300	EA	25,379.64	05/27/2016
Touch, VESA Mntg #A7491199					
iKey Rugged InVehicle USB Key	53.000	336.2500	EA	17,821.25	05/27/2016
Board #A8539737					
Docking Sta 600Ser DSDeLL601-2	121.000	379.0000	EA	45,859.00	05/27/2016
#A8514219					
Antenna/Ruggd12Tablet LTE WiFi	121.000	102.3300	EA	12,381.93	05/27/2016
#A8517510					
Havis Quick Rel Slide/UnvKeybd	68.000	46.4300	EA	3,157.24	05/27/2016
#A7711575					
11-16VDC for Dell Input Cable	121.000	91.1500	EA	11,029.15	05/27/2016
#A8502535					
Rugged Tablet 7202 Desktop	15.000	249.1900	EA	3,737.85	05/27/2016
Dock #470-ABNJ					

City of Lubbock TEXAS PURCHASE ORDER

Page - 2
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Delivery Per J Zhine / Req # 47457 Q#1021649990400.1/DIR-SDD-1951

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Keybrd Cover w/Kickstand/Lat	15.000	244.9900	EA	3,674.85	05/27/2016
12Rugged Tablet #580-ADKI					
Havis Mounting Base C-HDM 176	6.000	85.9900	EA	515.94	05/27/2016
#A858444					

Total Order

Terms NET 30 377,532.22

INSURANCE CERTIFICATE REQUIRED PRIOR TO DELIVERY

Commercial General Liability, per occurrence- $5,000,000 • General Aggregate • Contractual Liability •Products-Comp/Op Agg • Personal and Adv. Injury	Workers Compensation, Statutory Amounts-$500,000 Automotive Liability-Any Auto- $500,000
City of Lubbock is named as additional insured on Auto/General Liability on a primary and non-contributory basis to include products of completed operations endorsement. Waiver of subrogation in favor of the City of Lubbock on all coverage. Copies of endorsements required.	

This purchase order encumbers funds in the amount of $377,532.22 awarded Dell Marketing of Round Rock, TX on April 28, 2016. The following is incorporated into and made part of this purchase order by reference contract DIR-SDD-1951 dated April 11, 2016 Dell Marketing of Round Rock, TX. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Quote 1024173532788.1
CITY OF LUBBOCK

Salesperson

Salesperson Name
Kevin Prifogle

Salesperson Email
Kevin_Prifogle@DELL.com

Salesperson Phone
18009993355

Salesperson Extension
5139195

Quote Details

Quote Date
04/11/2016

Quote Validity
05/11/2016

Solution ID
-

Customer Agreement No.
DIR-SDD-1951

Billing Details

Company Name
CITY OF LUBBOCK

Customer Number
1784159

Phone Number
1 (806) 7752626

Address
PO BOX 2000
LUBBOCK
TX
79457-0001
US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
LAT,7202,LIVINGSTONE	121	$2,098.97	$253,975.37
RUGGED MOBILE KEYBOARD WITH EXTERNAL USB HUBS, WHITE LED, TOUCHPAD, VESA MOUNTIN	68	$373.23	$25,379.64
iKey Rugged In-Vehicle - Keyboard - USB	53	$336.25	$17,821.25
HAVIS QUICK RELEASE SLIDE: UNIVERSAL KEYBOARD	68	$46.43	$3,157.24
11-16VDC FOR DELL XPS 13 ULTRABOOK, S/T INPUT CABLE	121	$91.15	$11,029.15
For Rugged 12 Tablet. LTE, Wi	121	$102.33	$12,381.93
Havis Docking Station 600	121	$379.00	$45,859.00

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Series DS-DELL-601-2 with Dual Pass-through Antenna - docking station			
CUS,APR,CORD,RDG,DAO,7202	15	$249.19	$3,737.85
Dell Keyboard Cover with Kickstand for the Latitude 12 Rugged Tablet	15	$244.99	$3,674.85
Havis C-HDM 176 - mounting component	6	$85.99	$515.94

Subtotal	$377,532.22
Tax	$0.00
Shipping and Handling	$0.00
Environmental Fee	$0.00
Total	**$377,532.22**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

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Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy.
If you find errors or desire changes, please contact me as soon as possible.

Regards,
Kevin Prifogle

Product Details by Shipment

Description	Quantity	Unit Price	Subtotal Price
LAT,7202,LIVINGSTONE	121	$2,098.97	$253,975.37

Estimated Delivery Date: 05/04/2016
Contract Code: 42AFU
Customer Agreement No: DIR-SDD-1951

210-AEQJ	Latitude 12 Rugged Tablet	121	-	-
379-BBXX	Intel Core M-5Y71 processor	121	-	-
619-AIKP	Windows 7 Professional English, French, Spanish 64bit (Includes Windows 10 Pro License)	121	-	-
338-BHHP	Intel Core M-5Y71 Processor with 8GB Memory and Dedicated GPS	121	-	-
451-BBOQ	2-cell (26Wh) Lithium Ion Secondary Battery	121	-	-
658-BCSB	Microsoft Office 30 Day Trial	121	-	-
400-AJUE	128G SSD Latitude, Rugged	121	-	-
319-BBDL	2MP HD Webcam / 8MP Rear Camera with Flash and Dual Microphones	121	-	-
555-BCCH	Intel 7265AC Dual-Band 2x2 802.11 ac WiFi	121	-	-
555-BCOP	Wireless LAN card bracket	121	-	-
389-BHDB	Regulatory Label for DE5808/DE5809 for Latitude Systems	121	-	-
556-BBJD	DW5808E Gobi5000 4G/LTE Wireless WAN Card for AT&T, Latitude Rugged Tablet	121	-	-
556-BBKD	WWAN Bracket for Latitude Rugged Tablet	121	-	-
954-3465	No DDPE Encryption Software	121	-	-
340-ACQQ	No Option Included	121	-	-
631-AAPI	Intel vPro Technologys Advanced Management Features	121	-	-
620-AAYW	Windows 10 OS Professional Recovery 64bit - DVD	121	-	-
370-ACDM	8GB 1600MHz LPDDR3 Memory	121	-	-
555-BCLW	Intel Dual Band Wireless 7265 802.11ac Wi-Fi + BT 4.0 LE Driver	121	-	-
537-BBBD	E5 Power Cord (US)	121	-	-
332-1286	US Order	121	-	-
451-BBOP	2-cell (26Wh) Lithium Ion Primary Battery	121	-	-
340-AAFC	System Shipment, Latitude 7202	121	-	-
340-AQMD	Shipping Material, Shuttle	121	-	-
817-BBBB	No FGA	121	-	-

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634-BENZ	No DDP|ESS Software	121	-	-
389-BHFU	Regulatory Label for WWAN	121	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	121	-	-
391-BCDD	11.6 HD (1366x768) Outdoor-Readable Glove-Capable Touchscreen	121	-	-
340-AAUC	Dell Digital Delivery Cirrus Client	121	-	-
340-ADFZ	Dell Power Manager	121	-	-
340-APSH	Platform Quickset, 7202	121	-	-
422-0052	SW,MY-DELL,CRRS	121	-	-
637-AAAS	Dell Backup and Recovery Basic	121	-	-
640-BBDI	Adobe Reader 11	121	-	-
640-BBEU	Dell Data Protection Protected Workspace	121	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	121	-	-
658-BBNF	Waves Maxx Audio Royalty	121	-	-
492-BBCQ	45 Watt 3Pin AC Adapter	121	-	-
340-APSJ	Getting Started Guide - English	121	-	-
340-ACQQ	No Option Included	121	-	-
750-AAKI	Flex 2	121	-	-
389-BDCE	No UPC Label	121	-	-
460-BBEX	No Carrying Case	121	-	-
804-0512	ProSupport Plus: Next Business Day Onsite, 2 Year Extended	121	-	-
804-0513	ProSupport Plus: Next Business Day Onsite, 3 Years	121	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	121	-	-
997-6988	Dell Limited Hardware Warranty Initial Year	121	-	-
997-7015	ProSupport Plus: Accidental Damage Service, 5 Years	121	-	-
997-7016	ProSupport Plus: Keep Your Hard Drive, 5 Years	121	-	-
997-7038	ProSupport Plus: 7x24 Technical Support, 5 Years	121	-	-
997-8367	Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	121	-	-

Description	Quantity	Unit Price	Subtotal Price
RUGGED MOBILE KEYBOARD WITH EXTERNAL USB HUBS, WHITE LED, TOUCHPAD, VESA MOUNTIN	68	$373.23	$25,379.64

Estimated Delivery Date: 05/02/2016
Contract Code: 42AFU
Customer Agreement No: DIR-SDD-1951

A7491199	RUGGED MOBILE KEYBOARD WITH EXTERNAL USB HUBS, WHITE LED, TOUCHPAD, VESA MOUNTIN	68	-	-

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Description	Quantity	Unit Price	Subtotal Price
iKey Rugged In-Vehicle - Keyboard - USB	53	$336.25	$17,821.25

Estimated Delivery Date: 05/09/2016
Contract Code: 42AFU
Customer Agreement No: DIR-SDD-1951

A8539737	iKey Rugged In-Vehicle - Keyboard - USB	53	-	-

Description	Quantity	Unit Price	Subtotal Price
HAVIS QUICK RELEASE SLIDE: UNIVERSAL KEYBOARD	68	$46.43	$3,157.24

Estimated Delivery Date: 05/09/2016
Contract Code: 42AFU
Customer Agreement No: DIR-SDD-1951

A7711575	HAVIS QUICK RELEASE SLIDE: UNIVERSAL KEYBOARD	68	-	-

Description	Quantity	Unit Price	Subtotal Price
11-16VDC FOR DELL XPS 13 ULTRABOOK, S/T INPUT CABLE	121	$91.15	$11,029.15

Estimated Delivery Date: 04/19/2016
Contract Code: 42AFU
Customer Agreement No: DIR-SDD-1951

A8502535	11-16VDC FOR DELL XPS 13 ULTRABOOK, S/T INPUT CABLE	121	-	-

Description	Quantity	Unit Price	Subtotal Price
For Rugged 12 Tablet. LTE, Wi	121	$102.33	$12,381.93

Estimated Delivery Date: 05/16/2016
Contract Code: 42AFU

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Customer Agreement No: DIR-SDD-1951

A8517510	For Rugged 12 Tablet. LTE, Wi	121	-	-

Description	Quantity	Unit Price	Subtotal Price
Havis Docking Station 600 Series DS-DELL-601-2 with Dual Pass-through Antenna - docking station	121	$379.00	$45,859.00

Estimated Delivery Date: 05/09/2016
Contract Code: 42AFU
Customer Agreement No: DIR-SDD-1951

A8514219	Havis Docking Station 600 Series DS-DELL-601-2 with Dual Pass-through Antenna - docking station	121	-	-

Description	Quantity	Unit Price	Subtotal Price
CUS,APR,CORD,RDG,DAO,7202	15	$249.19	$3,737.85

Estimated Delivery Date: 04/15/2016
Contract Code: 42AFU
Customer Agreement No: DIR-SDD-1951

470-ABNJ	CUS,APR,CORD,RDG,DAO,7202	15	-	-

Description	Quantity	Unit Price	Subtotal Price
Dell Keyboard Cover with Kickstand for the Latitude 12 Rugged Tablet	15	$244.99	$3,674.85

Estimated Delivery Date: 04/15/2016
Contract Code: 42AFU
Customer Agreement No: DIR-SDD-1951

580-ADKI	Dell Keyboard Cover with Kickstand for the Latitude 12 Rugged Tablet	15	-	-

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Description		Quantity	Unit Price	Subtotal Price
Havis C-HDM 176 - mounting component		6	$85.99	$515.94
Estimated Delivery Date:	05/05/2016			
Contract Code:	42AFU			
Customer Agreement No:	DIR-SDD-1951			
A8548444	Havis C-HDM 176 - mounting component	6	-	-

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Important Notes

Terms of Sale

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

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

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

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

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

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

Pricing, Taxes, and Additional Information

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

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

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Regular City Council Meeting **6. 19.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - GIS and Data Services: Consider a resolution authorizing the Mayor to execute a contract with Bohannon Huston Inc., for digital orthophotography and related services, RFP 16-12719-MA.

Item Summary

The City of Lubbock periodically acquires new digital orthophotography for the City and surrounding areas of interest. This contract will provide spatially referenced, positionally accurate digital orthophotography and building footprint planemetric data that will be spatially aligned with the photos. This is a one-year contract with the option to renew for three one year extensions.

This project will result in four-band digital color and color infrared orthophotography (3-inch pixel resolution). The orthophotos and planemetric data will be used by City departments and agencies including: GIS & Data Services, Lubbock Metropolitan Planning Organization, Water Utilities Engineering, Public Works Engineering, Stormwater Engineering, Traffic Engineering, Streets, Solid Waste, Planning, Codes Administration, and Parks.

A request for proposals was issued for this project and seven firms responded on February 23, 2016: Aerial Services, Inc., Cedar Falls, IA; Bohannan Huston Inc., Albuquerque, NM; Quantum Spatial, St. Petersburg, FL, Cooper Aerial Surveys, Phoenix, AZ, Sanborn Mapping Company, Colorado Springs, CO, Aerial Surveys International, Watkins, CO, and Digital Mapping Inc., Huntington Beach, CA.

The responses were evaluated by representatives from GIS & Data Services, Stormwater Management, and a GIS consultant. The committee first met on February 24, 2016, when the proposals were distributed and the method of evaluation discussed. The evaluation criteria in the Request for Proposals were: 10% Project Team Qualifications and Experience; 25% Project Approach and Methodology; 20% Price, 10% Overall Responsiveness to the Request for Proposals (RFP); 10% Prior Project Experience and References; and 25% Quality Control Procedures and Commitment to Deadlines. Proposals were considered in accordance with Chapter 252, Texas Local Government Code for high technology procurement. Each committee member reviewed and rated each response individually.

The committee met again on February 29, 2016, and agreed to conduct interviews with the top three firms: Bohannon-Huston, Aerial Services, Inc. and Quantum Geospatial. Those presentations were on March 8, 2016. After the formal presentations, Bohannon Huston was rated most highly based on the scoring parameters included in the RFP. Bohannon Huston scored 84 points, Aerial Services, Inc. scored 70 points, and Quantum scored 29 points.

The review committee unanimously recommends contract award to Bohannon Huston, Inc. in the amount of $98,000 to conduct the City of Lubbock Digital Orthophotography Project 2016. Bohannon Huston Inc. displays an excellent understanding of the tasks involved to complete this project in a timely and efficient manner. Reference checks indicate that the firm has successfully completed similar projects for other jurisdictions, and the firm's previous work for the City of Lubbock has been excellent.

Fiscal Impact

$250,000 is appropriated in Capital Improvement Project 8586, Digital Orthos and Storm Water Utility Maintenance, with $98,000 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Contract - Bohannan Huston, Inc.

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Contract between the City of Lubbock and Bohannan and Huston, Inc. for Digital Orthophotographic services, RFP 16-12719-MA / Contract No. 12719. 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 Council.

Passed by the City Council this _____ day of _____ 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Asst. City Manager and CIO

APPROVED AS TO FORM:

_____
John C. Grace
Assistant City Attorney

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Contract 12719

City of Lubbock, TX
Digital Orthophotography Project 2016
RFP 16-12719-MA

This Service Agreement (this "Agreement") is entered into as of the 28th day of April, 2016, ("Effective Date") by and between Bohannan Huston of Albuquerque, New Mexico (the Contractor), and the City of Lubbock (the City).

RECITALS

WHEREAS, the City has issued a Request for Proposals Digital Orthophotography Project 2016 (RFP 16-12719-MA); and

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide 3-Inch Resolution Digital Orthophotography and other imagery and GIS services, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – Scope of Work and Schedule
3. Exhibit B – Proposal and Fee Schedule
4. Exhibit C – Insurance

Scope of Work

Contractor shall provide the services that are specified in Exhibit A, Scope of Work and Schedule. The Bohannan Huston proposal "Digital Orthophotography Project 2016" (February 19, 2016) is included in Exhibit B. The Contractor shall comply with all the applicable requirements set forth in Exhibit B and C attached hereto.

Article 1 Services

1.1 Contractor agrees to perform services for the City that are specified under the General Requirements and Delivery Manifest set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit B to Contractor for performing services.

1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

1.3 Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor with 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 Agreement beyond the date of termination.

1.4 This contract is for a term of one year, with the option of three (3) one year extensions, said date of term beginning upon formal approval of a contract. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this contract. Notice of the City's option to extend this contract shall be given at least 30 days, but not more than 90 days, before expiration of the current term.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

GLEN C. ROBERTSON, MAYOR

CONTRACTOR:

Dennis Sandin, SENIOR VICE-PRESIDENT
Courtyard I, 7500 Jefferson St. NE
Albuquerque, NM, 87109-4335

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Mark Yearwood, Assistant City Manager,
Chief Information Officer

APPROVED AS TO FORM:

John Grace, Assistant City Attorney

Exhibit A

Scope of Work and Schedule

1.0 General Information

1.1 Overview

The Contractor shall provide professional services related to the production of high-resolution, natural color digital orthophotography, including, but not limited to, digital camera capture of aerial photography, project control, ground control, photogrammetry, aerial triangulation, processing of digital elevation data, building footprint update collection, and GIS tile cache development. The services shall conform to the Contractor's proposal dated February 19, 2016 and submitted in response to the Request for Proposals (RFP) for Professional Services, RFP 16-12719-MA for the City of Lubbock, Texas Digital Orthophotography Project 2016. Product deliverables provided under this Agreement shall meet the technical specifications outlined in this Scope of Work (Scope) and the Bohannan Huston Proposal "Digital Orthophotography Project 2016" (February 19, 2016).

For services identified in this Scope, the Contractor shall not proceed with any work until written authorization to begin the project, the "Notice to Proceed", is provided by the City.

The product under this Agreement is described as the acquisition and production of digital orthophotography at a date mutually agreed upon by the Contractor and the City, but before June 15, 2016, at 3" GSD resolution for approximately 512 square miles in and around the Lubbock metropolitan area. Figure 1 shows the project area for digital orthophotography acquisition in 2016.

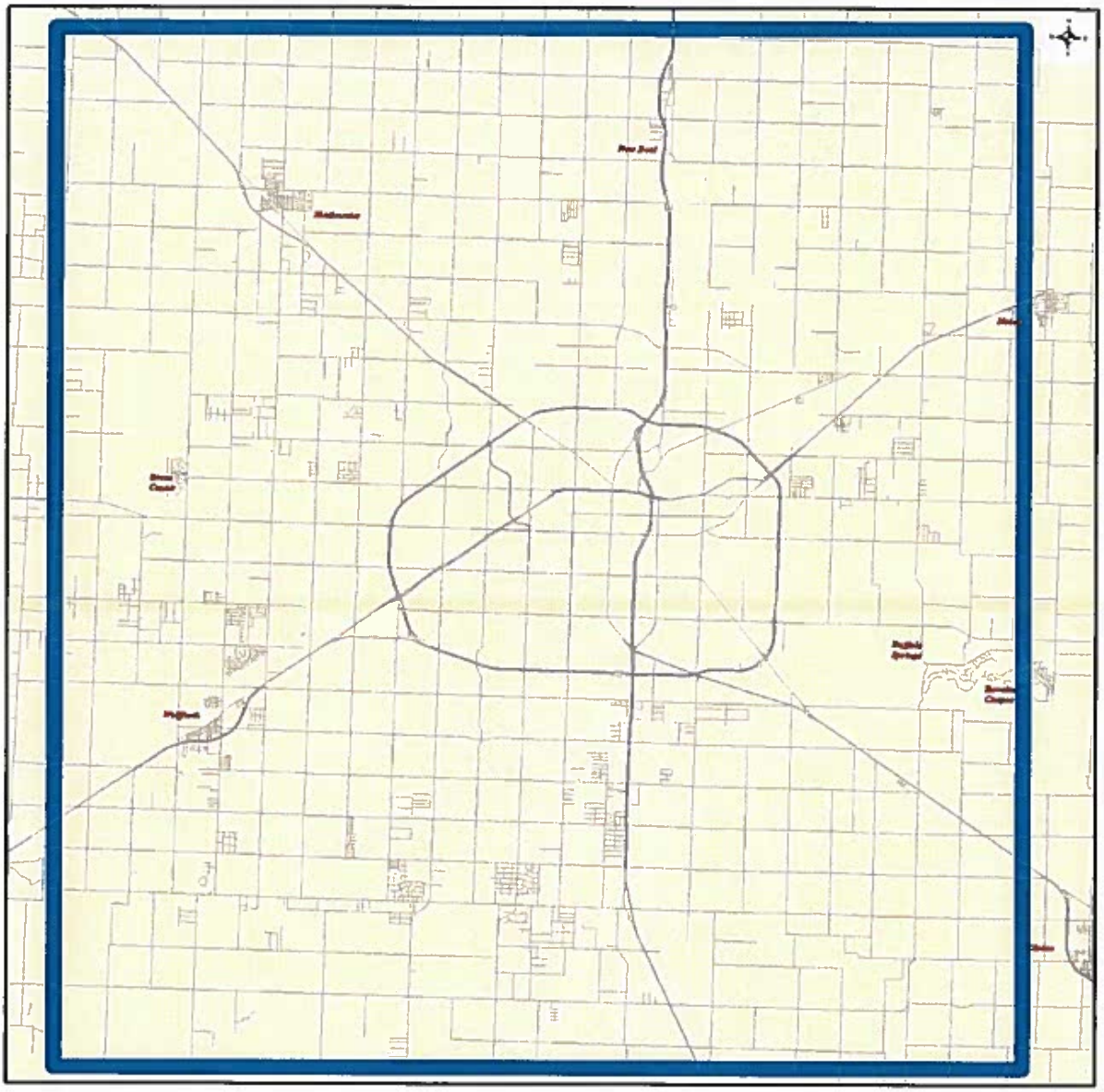

Figure 1: Digital Orthophotography Project 2016 Acquisition Area

2.0 Digital Orthophotography

The Contractor shall produce three inch (3") or better GSD, high-resolution, high quality, natural color digital orthophotography from imagery acquired at a mutually agreed upon date prior to June 15, 2016, under leaf-on conditions. If not explicitly defined below, technical specifications, including compression, and other format related requirements, will be determined in the Pilot Project.

2.1 Technical Specifications

2.1.1 General

Orthophotography will be delivered in a single coordinate system noted in Figure 3: Lubbock 2016 Orthophotography SOW Deliverable Manifest, and according to the technical specifications included in that document. The City of Lubbock will use the final deliverables with ESRI software packages and all data requested must be useable in this suite of software with no further manipulation. This will be determined in the Pilot Project, along with compatibility with Microstation and AutoCAD.

2.1.2 Data Capture Method

Data capture shall be in direct, digital form using Microsoft UltraCAM Eagle model digital sensor. Imagery shall be acquired at a nominal ground pixel resolution less than 3" and used for developing 3" (three inch) pixel orthophotography and other deliverables. The Contractor may resample from a smaller pixel resolution to achieve the specified pixel resolution, but shall not resample from a larger pixel resolution to achieve the specified pixel resolution.

Parameter	Value
No. Flight Lines – Lubbock (Base)	37
No. Flight Lines – Lubbock Downtown (True Ortho)	6
No. Images Lubbock (Base)	3801
No. Images Lubbock (True Ortho)	149
Forward Overlap / Sidelap % (Base)	60 / 30
Forward Overlap / Sidelap % (True Ortho)	80 / 80
Average Flight Altitude	4733 ft. AGL
No. Photo Control Panels Project (Estimated)	Approx. 51
Focal Length	100.500 mm
Sensor	Microsoft UltraCam Eagle
Aircraft	Piper Malibu

2.1.3 Capture Conditions

Leaf-on conditions and no haze, clouds, fog, dust, smoke, air pollution, snow, or other ground obscuring conditions shall be present. Capture shall occur within a time window when the sun angle is not more than 30 degrees from nadir or solar noon. Images shall not contain objectionable shadows caused by relief or low solar altitude.

Areas to be delivered as true orthophotography (shown on Figure 2) shall be scheduled to occur as late as possible in the leaf-on acquisition window and at high solar noon or at the time with the best solar angle possible to minimize shadow effects of tall buildings. The true ortho area shall be acquired with 80% forward lap and 80% sidelap.

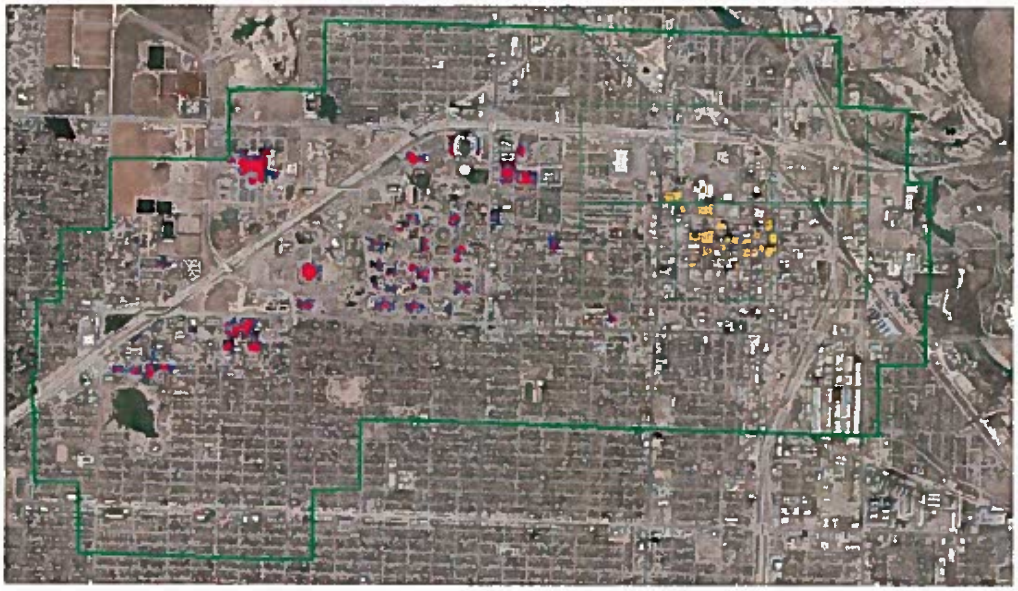

Figure 2 - True Orthophotography Flight Area

2.1.4 **Flight Design**

The average flying height of 4,733 ft. above mean terrain is designed to capture aerial imagery at a pixel ground resolution slightly less than 0.25 feet square. This flight height is appropriate for achieving the required final pixel resolution of 0.25 feet. It is also designed for developing DEM inputs with vertical accuracy similar to existing LiDAR for orthorectification in areas where new surface modeling is required.

The flight mission shall be designed such that forward lap is 60% and sidelap 30% in areas of gentle terrain. Crab shall not be in excess of three (3) degrees; and tilt of the camera from verticality at the instant of exposure shall not exceed three (3) degrees.

The flight mission schedule must include sufficient time for captured data to be inspected and for any necessary reflights to be completed within the capture window and prior to June 15, 2016 (see section 2.1.3 above). Reflights shall be centered on the plotted flight lines and must be taken with the same camera system. The Contractor at no additional fee must correct aerial imagery that does not meet defined specifications.

2.1.5 **Horizontal Positional Accuracy**

Horizontal accuracy testing should follow the ASPRS Positional Accuracy Standards of Digital Geospatial Data, Edition 1, Version 1.0 – November 2014. Accuracy tests will meet or exceed requirements for "Standard Mapping and GIS work" which is a 2-pixel RMSEx and RMSEy accuracy class. For the 3-in imagery this will be 6 inches.

Accuracy testing parameters shall be determined by the Contractor in consultation and with concurrence of the City's Project Manager. Complete accuracy testing results of all well-defined points shall be provided in the metadata to the City at the time of data delivery. The City may choose to use a third party to validate the accuracy of the dataset.

2.1.6 **Aerial Triangulation (AT)**

Aerial triangulation will be performed using industry-standard procedures and software packages to support the horizontal accuracy requirements of the orthophotography as detailed in the proposal.

2.1.7 **Image Quality**

Orthophotography shall be clear and sharp in detail with no noticeable blemishes and be radiometrically and geometrically corrected to enable adjacent files to be displayed simultaneously without obvious differences in tone, contrast, or position of ground features between single images, across the block, or across the database.

The most nadir part of every image will be used in mosaicking. Seam lines will be created to ensure that joins do not cut hard detail and will not cross through above ground structures. Visible seams within a tile or between tiles, which exhibit a noticeable "edge" or "displacement" effect, will be grounds for rejection of tiled or mosaicked data.

The imagery shall not contain defects such as out-of-focus imagery, blurs, whorls, color blemishes, or any other kind of digital blemish or data corruption.

Feature warp or misalignment, smearing, double image, or image stretching indicating bad elevation data shall not be present and will be grounds for rejection of tiled or mosaicked data.

Distortion resulting from elevated surfaces such as bridges and interchanges or other abrupt changes in elevation shall be corrected or removed.

Occlusion and smearing in areas of extremely high relief shall be fixed or minimized to the extent possible using overlapping orthophotos.

Color and contrast adjustments are allowed in post process production provided that information is not lost in the shadows or highlights as a result of the process.

Image quality will be approved by the City during the Pilot Project.

2.1.8 **Pilot Project**

The contractor will conduct a Pilot Project before executing final deliverable production. Pilot Project deliverables will be provided to the City for assessment and input on general project quality, color, aesthetics, and to test final deliverable formats. The Pilot Project area will be determined in consultation with the City and may be discontinuous and shall represent urban, rural, downtown, and semi-urban areas. It is anticipated the Pilot Project area will be approximately 10 to 15 square miles.

2.1.9 **Image Tiling**

See Section 2.2.1 of this Scope. Tile grids based on the 2015 project for the US Survey Foot dataset will be supplied by the City and extended by the Contractor in any new imagery areas. Orthophotography files will be named according to the locally used tile identification.

2.1.10 **Geodatabase Raster Mosaic**

An ESRI specification Geodatabase Raster Mosaic will be developed at three inch (3") GSD resolution of the entire project area from the uncompressed final project orthophotography tiles. The raster mosaic shall have image overviews, pyramids and statistics produced and delivered within a raster mosaic geodatabase. This mosaic will serve as the foundation for generating an ESRI image service compliant tile cache. The cache will be generated using the native ArcGIS Server version in use by the City at the time of creation, and use the existing levels, scales, and spatial reference system specifications being used by the City at that time.

2.1.11 **Project Control**

Project control shall include ground control points acquired under the supervision of a Texas professional registered surveyor located at an average distribution across the project area. Existing 2015 points will be re-targeted and used for the 2016 project. In the expanded areas new control will be established at density of approximately one point per every 18 to 20 square miles given the block orientation of the project. In addition, Airborne Global Positioning System (AGPS) control and Inertial Measurement Unit (IMU) technology shall be used as part of the digital capture system.

To the maximum extent possible and practicable, the Contractor is encouraged to utilize existing ground control points or to establish points that are within public properties (i.e. within road right-of-ways). In the event ground control or targets are needed on private property, the Contractor shall notify and obtain written permission of the property owner or proper agency prior to placing these ground control targets.

Control will be collected in State Plane, Texas North Central, U.S. Survey Feet, horizontal datum NAD83, and vertical datum NAVD88.

The Contractor shall provide the location and identification of all ground control and photo control points established and used during the flyover in ArcGIS geodatabase format. Latex-based paint shall be the preferred control point marking identification method. Contractor is responsible for removing any control points placed using panel once AT / re-flight phases are complete.

2.1.12 **DEM/DTM**
The City will provide a LiDAR derived surface for use in the orthorectification process. In areas where sufficient surface does not exist, a DTM/DEM shall be developed at a density level necessary to accurately represent the shape of the ground and support the orthophoto production and accuracy specifications as outlined in this Scope. Terrain/elevation data used in the development of the DTM/DEM shall be captured by photogrammetric techniques.

Existing LiDAR data shall be reviewed by the Contractor to determine if significant terrain altering activity has occurred since the LiDAR data was acquired. Contractor shall update the DTM in that area and deliver a file geodatabase of the complete DEM/DTM coverage for the project.

2.1.13 **Building Footprint Update**
The City will provide building footprint coverage from previous collection efforts. This coverage will be updated by the Contractor to reflect the building footprint structures that have been added, modified, and deleted as observed in the Contractor acquired 2016 aerial imagery. This will be accomplished with change detection techniques employed on the 2015 digital surface model as subtracted from a digital surface model generated from the 2016 project stereo aerial photography. Updated buildings will have attribute fields defined identically to the City's existing building coverage. Updates to building geometry should include any addition or change to existing building polygons and new polygons for any building or structure over 120 square feet.

2.1.14 **True Orthophotography**
True orthophotography shall be developed in areas in the vicinity of downtown. Buildings greater than five (5) stories in this area shall be modeled to allow for the correction of building lean and occlusions. Planimetrically accurate and topologically sound feature data shall be collected to provide for detailed digital surface modeling of extruded building walls and relevant building roof superstructure detail.

2.1.15 **ArcGIS Image Service Cache**
Image Service Cache generated from an ESRI ArgGIS Server image service as compact cache storage format. The cache schema will be defined by the City's existing cache used in 2010 and 2015. The ArcGIS Server version in use by the City at the time of creation will be used.

2.1.16 **Metadata**
Complete, Federal Geographic Data Committee (FGDC) compliant (reference FGDC-STD-001-1998) metadata shall be provided for each component of the project, including digital orthophotography, building footprint collection, and DEM/DTM data. All metadata shall be delivered at the same time and on the same media as the dataset delivery. Each delivered metadata file will include the City of Lubbock disclosure statement.

2.1.17 **Data Review**
At the start of the Quality Review, Corrections, and Accuracy Assessment Task period as shown on Figure 4, Project Schedule, the Contractor, in consultation with the City, shall determine an efficient electronic method which allows the City to review orthophotography data and Contractor-generated quality control

error calls. These methods may include physical data deliveries (e.g. Pilot Project data), web services via a geospatial portal (browser based), and/or web services delivered directly to the City's desktop GIS environments (REST, ECWP, WMS, Image Service).

2.2 Project Deliverables

2.2.1 Data

Deliverables are outlined in Figure 3, "Lubbock 2016 Orthophotography SOW Deliverable Manifest."

2.2.2 Media

Digital data deliverables shall be provided on industry standard removable hard drives with high speed transfer rates including USB 2.0, USB 3.0 and FireWire connections.

Figure 3:

Lubbock 2016 Orthophotography

SOW Deliverable Manifest

Objective: Develop and describe the 2016 deliverable dataset manifest for transfer of deliverable data products on an external hard drive. The following tables summarize deliverable content provided for the project tasks. All project deliverables with spatial reference systems will adhere to the project coordinate system defined as:

- Coordinate System = State Plane
- Zone = TX North Central
- Horizontal Datum = NAD83
- Vertical Datum = NAVD88
- Units = U.S. Survey Foot
- WKID=2276

SOW 2.2 Project Deliverables

Item	Deliverable / Filename	Format	Description
1.	Archive Digital Orthophotography	GeoTIF (.tif) World File (.tfw)	Uncompressed 4-band stack 16 bit depth (64 bit files) 0.25 foot resolution Tiled per City tiling system (contractor to expand grid) Full imagery tiles 0 and 65,535 pixel value is reserved for transparency functions No imagery overedge ESRI world files Note: imagery to include true ortho areas
2.	Compressed MrSID Orthophotography	MrSid (.sid) World File (.sdw)	Lizardtech geo-encoder compressed Compression ratio determined during pilot project 4-band stack 16 bit depth (64 bit files) 0.25 foot resolution Tiled per City tiling system Full imagery tiles No imagery overedge ESRI world files Note: imagery to include true ortho areas

Item	Deliverable / Filename	Format	Description
3.	ESRI Geodatabase Raster Mosaic	ESRI Geodatabase (.gdb)	File geodatabase of archive digital orthophotography (0.25 foot resolution) with generated pyramids and image statistics. Note: imagery to include true ortho areas
4.	ECW Project Mosaic	ECW single file (.ecw) World File (.eww)	Single File ECW V3 compression 3-band stack RGB 8 bit depth (24 bit file) 1.0 foot resolution Embedded opacity region Note: imagery to include true ortho areas
5.	ESRI Tile Cache	Zip file of ESRI Tile Cache (.zip)	WMTS cache files and folders developed from ESRI geodatabase raster mosaic for import into ESRI Image Service. Esri tile cache will be generated using the native ArcGIS Server image service cache instead of the OGC open source WMTS cache format.
6.	Flight Line Index	ESRI Geodatabase (.gdb)	Center points and area footprints with attribution of x, y, z, omega, phi, kappa, photo ID, Date, and Time of image capture for each feature.
7.	Photo Control	ESRI Geodatabase (.gdb) Adobe PDF (.pdf)	Full project control network as point features with attribution of Point Id, Northing, Easting, Orthometric Elevation, Accuracy, Survey Process (RTK, Static, TS), and Surveyor of Record. Any permanently monumented points acquired will be included in the photo control network. Control Report Document signed by surveyor of record
8.	Aerial Triangulation Report	Adobe PDF (.pdf) MS Excel (.csv)	Aerial Triangulation Report Document signed by photogrammetrist, including final refined exterior orientation values for each captured photo.
9.	Project DEM	ESRI GeoDatabase (.gdb)	Single file of 2.0 foot resolution project wide DEM used in orthorectification.

Item	Deliverable / Filename	Format	Description
10.	Project DSM	ESRI GeoDatabase (.gdb)	Single file of 2.0 foot resolution project wide DSM used in building change detection.
11.	Updated Building Footprints	Project Geodatabase (.gdb)	Building footprint area features captured from change detection targets for updated buildings – added, modified, and deleted. Attribution to match existing City building features.
12.	Quality Control Products	Project Geodatabase (.gdb) MS Excel (.xlsx) Adobe PDF (.pdf)	Error calls, Correction validation, Accuracy validation and other associated production quality control information. Final report on quality approaches and results for the project.
13.	FGDC Compliant Metadata	Text files (.txt, .htm, .xls) Esri GeoDatabase (.gdb)	FGDC metadata for the project archive orthophotography validated with the USGS metadata parser.
14.	Two (2) Permanently Monumented Control Points	Physical Point and control observation established with GPS static methodology and session lengths of 3 to 4 hours.	Brass cap fixed in a concrete collar or a brass disk affixed to existing concrete structure. Static GPS observations will be processed using the National Geodetic Survey's (NGS) Online Positioning User Service (OPUS) processing utility resulting in high-accuracy positional data referenced to the National Spatial Reference System (NSRS) through Continuously Operating Reference Station (CORS) network co-observations. Session lengths greater than two hours in duration yield typical accuracies in the range of 2-3 centimeters.

3.0 Product Acceptance Procedures

The Contractor is responsible to assure that all services and products required by this Scope are performed and provided in a manner that meets all professional and engineering quality standards and industry-accepted photogrammetric principles.

The Contractor shall warranty all project deliverables for a period of two (2) years from the final product delivery date in the project schedule as negotiated in this Agreement. The warranty shall include compliance of all deliverables to the technical specifications, product accuracy specifications, and data format and software compatibility as outlined in this Scope, or as stated and affirmed by the Contractor. The Contractor is responsible for replacing deliverables found to be deficient or defective and costs associated with accomplishing the replacement of data under warranty shall be borne by the Contractor with no additional cost to the City.

The City's Project Manager shall be the point of contact with the Contractor for notification of deficiencies or defects. The warranty shall stipulate that the Contractor shall complete the repair or replacement of the defective product within ten (10) working days from receipt of a written notice from the Project Manager, or the Contractor shall meet with the Project Manager within five (5) days of receipt of the written notice of defective product or product not in compliance with specifications. If after meeting with the Project Manager, the data is found to be deficient or defective, the repair and replacement shall be completed within ten (10) working days as stipulated herein, or within a reasonable time period agreed upon by the City and the Contractor.

4.0 Submittal Schedule

A Gantt chart of the Project schedule showing task, duration and product delivery shows calendar days from the issuance of a Notice to Proceed and is shown in Figure 3.

Figure 4
2016 Project Schedule
Lubbock Digital Ortho

Exhibit B

Proposal and Best and Final

Proposal

Copy

Digital Orthophotography Project 2016

Submitted to:

Marta Alvarez

CITY OF LUBBOCK

Purchasing & Contract Management

1625 13th Street, Room 204

Lubbock, TX 79401-3830

Submitted by:

Dennis Sandin, RPP

Project Manager

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Bohannan Huston

7500 Jefferson St. NE
Albuquerque, NM, 87109

19 February 2016

Purchasing and Contract Management

VENDORS CHECKLIST

IMPORTANT

Please ensure that you complete and return the following documents and information to the City of Lubbock Purchasing and Contract Management Department before the deadline. Any corrections must be initialed by person making the correction. Late proposals will not be accepted. *It is the responsibility of all vendors to examine the entire proposal and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.*

- ☒ Clearly mark the RFP number, title, due date and time, and your company name and address on the outside of the sealed envelope or container.
- ☒ The Request for Proposal Form must be completed and signed.
- ☒ Fee Schedule as provided in the RFP.
- ☒ References Form.
- ☒ Completed and signed Suspension and Debarment Certification. Please include Company Federal Tax ID number or Social Security Number.
- ☒ Insurance Requirement Affidavit.
- ☒ Completed Non-Collusion Affidavit.
- ☒ Safety Record Questionnaire.
- ☒ One (1) ORIGINAL, signed proposal and seven (7) copies of the proposal, plus one (1) digital (pdf) file of the proposal and 1 copy of required digital data.
- ☐ Sign 3 Original Contracts Instructed to disregard this requirement.
- ☒ Please acknowledge and submit **ONLINE** DISCLOSURE OF INTERESTED PARTIES FORM 1295 within the specified time according to Texas Government Code 2252.908 using the Texas Ethics Commission website.

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

SUBMITTED BY

Dennis Sandin, RPP 505-823-1000

(CONTACT PERSON & PHONE NUMBER)

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR PROPOSAL

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February 19, 2016

City of Lubbock, TX
Purchasing & Contract Management
1625 13th Street, Room 204
Lubbock, TX 79401-3830

Re: Proposal RFP 16-12719-MA Digital Orthophotography Project 2016

To the Honorable Mayor and City Council:

Bohannan Huston, Inc. (BHI) is pleased to submit this proposal for the City of Lubbock's 2016 Digital Orthophotography Project. In this proposal we present for the selection team's review and consideration a strong portfolio of capabilities designed to successfully deliver the product and service requirements stipulated for the 2016 project. Having demonstrated these capabilities during the 2015 project, our team fully understands the 2016 requirements and is uniquely situated to continue to provide outstanding service to the City in 2016 and beyond.

Building upon this experience, we have honed our quality procedures and continued to develop efficient automated processing practices to add value to the City's GIS data inventory. The prospect of developing a 3-inch resolution 4-band leaf-on orthophotography product is exciting. The camera technology we are proposing is the same technology utilized on the 2015 project—one that delivered high quality color and precise geometric detail. We have successfully used this camera for similar leaf-on collections throughout the Southwest. Our innovations on similar projects facilitate our understanding of this project's critical components including ground control, elevation, building footprint collection, orthomosaics, tile cache development and potential true orthophotography among others.

For the overall project area, we are further leveraging the 2015 experience by proposing to extend those flight lines to capture the 2016 area. Doing so, will help us maintain the effectiveness of existing ground control locations surveyed in 2015. This is just one example of the cost savings we are designing into our approach for the City's 2016 project.

Bohannan Huston, was delighted to work closely with the City in 2015. We pride ourselves on our commitment to satisfying our clients and are eager to continue to serve the City in meeting its ongoing GIS data production needs. If you have any questions concerning the proposal, or if we can be of additional assistance, please feel free to contact me at your convenience. My contact information is included in the proposal.

Sincerely,

Dennis R. Sandin, Registered Professional Photogrammetrist (RPP)
Senior Vice President
Spatial Data Technologies

Enclosure

II. Methodology

This section is focused on describing the proposed technical approach to complete the project. Furthermore it contains specific technical recommendations for development of high quality orthophotography and building footprints. BHI will lead a highly committed and experienced team with all the necessary resources to provide for full project design, acquisition, management, data production/ analysis and delivery. Our team owns and maintains all of the assets and software to be deployed in the execution of the City's project.

A. Technical Approach

The technical approach is developed in response to production requirements outlined in the RFP and integrated into a mature operational workflow which the team has deployed on similar projects. The standard outline of this workflow includes:

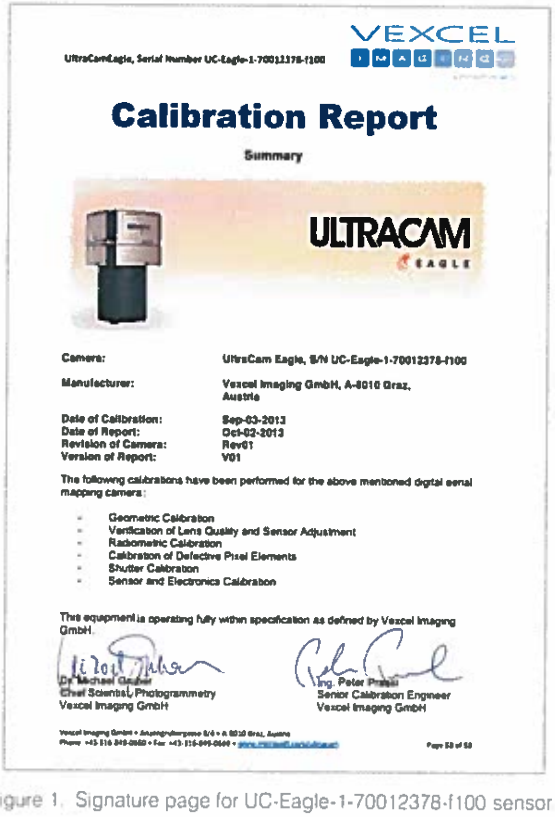
1) flight/project planning,
2) ground control survey,
3) aerial image acquisition,
4) aerial triangulation,
5) elevation data production,
6) orthophoto production,
7) building update production,
8) tile cache creation,
9) project delivery.

1. 2016 Flight Planning

A preliminary flight plan has been developed for estimating the proposed flight paths of the fixed wing aircraft to be deployed for the project. The City-provided 2016 boundary has been used for the purposes of initial planning and cost estimating that are presented as part of this proposal.

BHI is planning for a single mobilization to capture digital 4-band color infrared aerial photography at a 3" ground pixel resolution.

Digital aerial acquisition will be accomplished using an UltraCAM Eagle (UCE)[1] digital sensor operated by our acquisition partner, Aero-Graphics, Inc. (AGI). All aircraft, sensors and flight management systems to be deployed on the project are owned and maintained by AGI. The UCE sensor's wide digital array (20,000 pixels) with simultaneous 4-band capture makes it particularly efficient for covering large project areas at the high (3-inch) resolutions. Furthermore, this sensor (Serial Number UC-Eagle-1-70012378-f100) has undergone rigorous geometric and radiometric sensor calibration.



VEXCEL IMAGING

UltraCamEagle, Serial Number UC-Eagle-1-70012378-f100

Calibration Report

Summary

ULTRACAM EAGLE

Camera:	UltraCam Eagle, S/N UC-Eagle-1-70012378-f100
Manufacturer:	Vexcel Imaging GmbH, A-8010 Graz, Austria
Date of Calibration:	Sep-03-2013
Date of Report:	Oct-02-2013
Revision of Camera:	Rev01
Version of Report:	V01

The following calibrations have been performed for the above mentioned digital aerial mapping camera:

- Geometric Calibration
- Verification of Lens Quality and Sensor Adjustment
- Radiometric Calibration
- Calibration of Defective Pixel Elements
- Shutter Calibration
- Sensor and Electronics Calibration

This equipment is operating fully within specification as defined by Vexcel Imaging GmbH.

Dr. Michael Gruber
Chief Scientist, Photogrammetry
Vexcel Imaging GmbH

Ing. Peter Pratsch
Senior Calibration Engineer
Vexcel Imaging GmbH

Figure 1. Signature page for UC-Eagle-1-70012378-f100 sensor

[1] http://www.asprs.org/a/publications/proceedings/Sacramento2012/files/Gruber.pdf - Ultracam Eagle, Understanding The New Sensor

The USGS has also utilized the Microsoft family of digital sensors including the UCE for color infrared land cover analysis.[2]

Lubbock 2016 Mission Summary

Aerial acquisition will adhere to ASPRS standards for optimal sun angle (>30°) and capture conditions for high quality clear imagery. The following flight parameters reflect initial planning for full tile data coverage of the 2016 project area using the proposed UCE acquisition platform. These data will be captured with on-board GPS and Inertial Measurement Unit (IMU) integrated with the flight navigation system to enable precise airborne positioning and digital frame capture. This system will trigger the firing of pre-planned exposure center working in concert with forward motion compensation through the GSM-3000 gyro-stabilized mount automatically correcting for roll (5°), pitch (8.4°), and yaw (6.2°), enabling smooth data capture. The flight plan utilizes precise exposure stations from the 2015 flight and extends these existing flight lines to capture the full 2016 flight coverage. Using the 2015 flight data provides the advantage of known flight parameters and functional optimization existing ground control locations.

Parameter	Value	Unit
Sensor	UltraCAM Eagle	
Aircraft	Piper Malibu	
Altitude	4,733	ft. above ground
Focal Length	100.500	mm
Photos (Base)	3801	total number
Photo (True Ortho)	149	total number
Lines (Base)	37	total number
Lines (True Ortho)	6	total number
Forward / Sidelap (Base)	60/30	Percent
Forward (True Ortho)	80/60	Percent

Leaf-on Capture Recommendations

The BHI team is highly experienced in the collection of leaf-on aerial photography in the southwest. Much of this work, in fact, is related to imagery collection for the purposes of agricultural inventory and/or water rights determination and usage. With this background, we understand the challenges that can accompany leaf-on aerial data collection in the southwest—in particular those related to monsoonal rains and weather patterns of mid to late summer. Despite these challenges, we have successfully captured data under mid-summer peak growing season conditions. Recent literature suggests little consensus regarding a single optimal time frame for applications such as tree species determination.[3] Early Fall collection dates are also noted for their ability to discriminate vegetation. With the understanding that the City may desire to utilize leaf-on datasets for impervious surface analysis, BHI would recommend a collection time that would capture data with peak greenness for landcover targets especially those including vegetated/grass fields. With this in mind, BHI recommends aerial data capture no earlier than May 15 to allow for active growth in residential grass/lawn for the Lubbock area according to the Texas AgriLife Extension Service.[4] The table below prioritizes leaf-on aerial collection date ranges.

Leaf-on Collection Priority	Date Range
1	May 15 - June 15
2	August 15 - September 15
3	September 15 - October 1
4	June 15 - July 15
5	July 15 - August 15

[2] http://pubs.usgs.gov/fs/2014/3009/pdf/fs2014-3009.pdf - **Using High-Resolution Digital Aerial Imagery To Map Land Cover**

[3] http://www.ncbi.nlm.nih.gov/pmc/articles/PMC4657984/pdf/pone.0141006.pdf - **Tree Species Discrimination from Multitemporal Low Aerial Images**

[4] https://www.austintexas.gov/sites/default/files/files/Watershed/growgreen/3_7_12_2011_lawn_fertilization_in_tx_E-437_handout_3_Chalmers.pdf - **Lawn Fertilization for Texas Warm-Season Grasses.**

Kick-off Meeting and Project Reporting

Upon award, BHI would hold a joint project kickoff meeting with the City to review and finalize the project flight plan, control (especially as related to new control locations) and other project mobilization/demobilization issues such as panel removal procedures after confirmed image acquisition. Coordination with the City regarding pilot production areas for review of color and other image characteristics would also be programmed early in the planning and execution of the project.

The 2015 project was executed under a regime of weekly progress reporting. Continuous weekly progress reporting in this manner was one of the project's significant achievements. It not only contributed to informed decision making and control throughout the life of the multi-phased project. It also provided for detailed documentation of project activities over the project's time frame with comprehensive issue resolution documentation. BHI would anticipate following similar weekly project reporting guidelines under the 2016 project. Improvements to this reporting regime are discussed in section III.

2016 Project Web Portal

BHI will also establish a project web portal to provide the City with web-based access to project geospatial planning information. This portal will be maintained throughout the life of the project and will be especially valuable during orthophotography product review and quality control stages during the on-going execution of the project.

2. Ground Control Survey

BHI will mobilize ground survey crews to the City to survey control targets at the locations of pre-designated sites. Under the proposed plan, control points will be paneled and surveyed by a BHI-provided surveyor. All survey control work will be performed under the supervision of BHI's Texas Licensed Professional Surveyor. A BHI survey crew will re-panel existing control monumentation maximizing the prior control from the 2015 project. This control data will serve to establish ground control for integration into the aerial triangulation (AT) phase of the project with support of airborne GPS/IMU technologies. All northing, easting and orthometric height elevation control coordinate values will be verified against source control report values prior to their incorporation into any down stream data processing such as AT and/or orthorectification.

Additional new ground control will be established in particular to support new capture areas outside of the boundaries of the 2015 project. Planning and coordination with City will be required to ensure appropriate placement and monument definition GPS control targeting. Control reporting will conform to standards for surveying including data sheets (Figure 2).

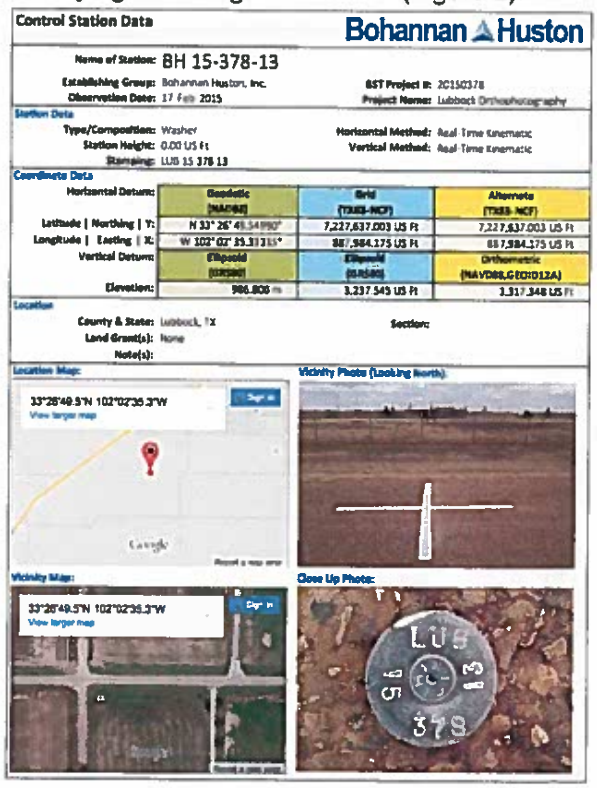


Figure 2 Sample control data sheet from Lubbock 2015 project

Standard photo control monumentation will be set with 5/8" x 18" rebar with 2" aluminum cap and/or washer with panels or paint for identification in photography. Control will be processed with NGS Online Positioning User

Service (OPUS) procedures with solution reports included in the project control report. Final control reports (including control data sheets with location map) and coordinate data will be provided in PDF, ESRI File Geodatabase, and Excel formats.

NGS Level 2 Permanent Monument Option

For potential permanent NGS Level 2 monumentation, BHI recommends permanent monumentation and observation according to NGS standards. Current NGS recommended procedures for high-order vertical surveying prescribe the use of NGS "OPUS Projects" methodology which is an extension of the OPUS procedure. For a permanent point, this method would entail a minimum of two observation sessions each greater than two hours. BHI's Texas PLS has attended NGS sponsored training for NGS OPUS Projects procedures and is experienced in conducting and processing these high accuracy surveys. BHI has recommended an approach for densifying the City's monumented control—see section III.

3. Aerial Image Acquisition

Upon completion of the ground control field work, the Piper Malibu aircraft with UCE sensors on board will be mobilized to KLBB facilities used previously in 2015. With low-level flight clearances obtained, the proposed airborne collection survey would be executed in 3 days, contingent upon appropriate weather/wind capture conditions. The flight plan and cost estimate has been programed to consider all flight conditions for meeting ASPRS image quality requirements related to shadow, smoke, fog, and optimal sun elevation. Each day's mission will commence with airport ramp time systems checks to ensure that all aircraft, GPS and sensor systems are operating within expected ranges. After systems checks and calibration, flight operations will be conducted according to the flight plan programmed into the flight navigation system. Similarly, after the flight crew (pilot and sensor operator) executes the specific flight paths over required 2016 planned lines, the sensor operator will conduct rapid post acquisition data confirmation to confirm each day's successful acquisition. Data from continuously operating reference stations (CORS), along with precise ephemeris data will be used to provide a post-processed navigation trajectory and positional refinement of photo exposure station exterior observations.

True Orthophotography Option

As indicated in the RFP, the optional true orthophotography for the 2016 project has utilized the 2015 true orthophotography boundaries as a base line for planning. For the option, we have extended this area considerably in our 2016 true orthophoto flight plan. This contiguous area is planned to capture coverage over the downtown area captured in 2015 as well as a significant area to the south and west of downtown for potential 2016 true orthorectification. This 2016 plan provides for greater flexibility in the capture of both existing true orthophoto and new areas. The additional planned 2016 areas are expected to maximize within a contiguous coverage area most of the tallest buildings with minimal impact to flight time. In fact, total online flight time over the planned downtown area is approximately 30 minutes. Furthermore, to optimize image clarity, flight planning for true orthophotography would schedule acquisition over the downtown area within 15 minutes of each side of solar noon—maximizing solar elevations over these areas.

As noted in the initial flight planning parameters table, true orthophotography is planned to adhere to a high (80%) degree of overlap to facilitate orthorectification using fully modeled building digital surface models (DSM). The data processing objective, here, is to minimize ground occlusions resulting form building lean through the multiple looks afforded by the high extent of overlapping photography. In analyzing the collected 2015 building footprints, we have also identified other potential

areas for true orthophoto collection and processing.

4. Aerial Triangulation (AT)

BHI proposes mapping product development through standard photogrammetric practices, deriving an AT solution with airborne GPS, IMU data and survey control in concert with fundamental camera sensor parameters such as the UCE's calibrated focal length. Procedures for aerial triangulation will included tie point development to match conjugate image pairs within the photogrammetric project. Control import will be verified against final control data sheets to ensure no accidental positional shift is introduced as happened in the 2015 project. Working in a GIS feature database environment throughout project will enable an analytical review of the AT project for strength of solution. Number of rays (or images) per tie point as well as completeness will be analyzed to maximize higher ray (number of images matched) ties throughout the project. A final AT report will be issued to document procedures, coordinate systems, as well as triangulation statistics achieved to meet ASPRS 2014 standards for "Standard Mapping and GIS work" specify a 2-pixel RMSEx and RMSEy accuracy class for orthophotography. Pilot data production and other project tasks would stem from the AT.

5. Elevation Data Production

For orthorectification, BHI would primarily utilize existing 2011 LiDAR-based digital elevation models (DEM) where available. In areas where no existing surface elevation data is available, BHI would recommend new surface elevation data be produced directly from the 2016 stereo source photography. BHI successfully employed this strategy in the 2015 project where new surface data was required for the purposes of orthorectification. The newly collected stereo photography would be capable of producing a DEM with resolution comparable to the 4-foot resolution existing DEM data.

Semi-global mapping (SGM) Pointclouds

With an AT solution in place, BHI would begin processing high density point clouds using a form of autocorrelation called Semi-global Matching (SGM). This technology which BHI has owned and used since 2012 through Intergraph ISAE-Ext licensed software provides for pixel based matching of stereo images to create 3D point clouds which can be used to orthorectify imagery. The generated point cloud dataset file sizes can be quite large and generally at full resolution point densities for a singe stereo model for the 3-inch imagery can approach 150 million points and provide coverage of about one (1) mile wide. BHI uses batch processing to automate the generation of

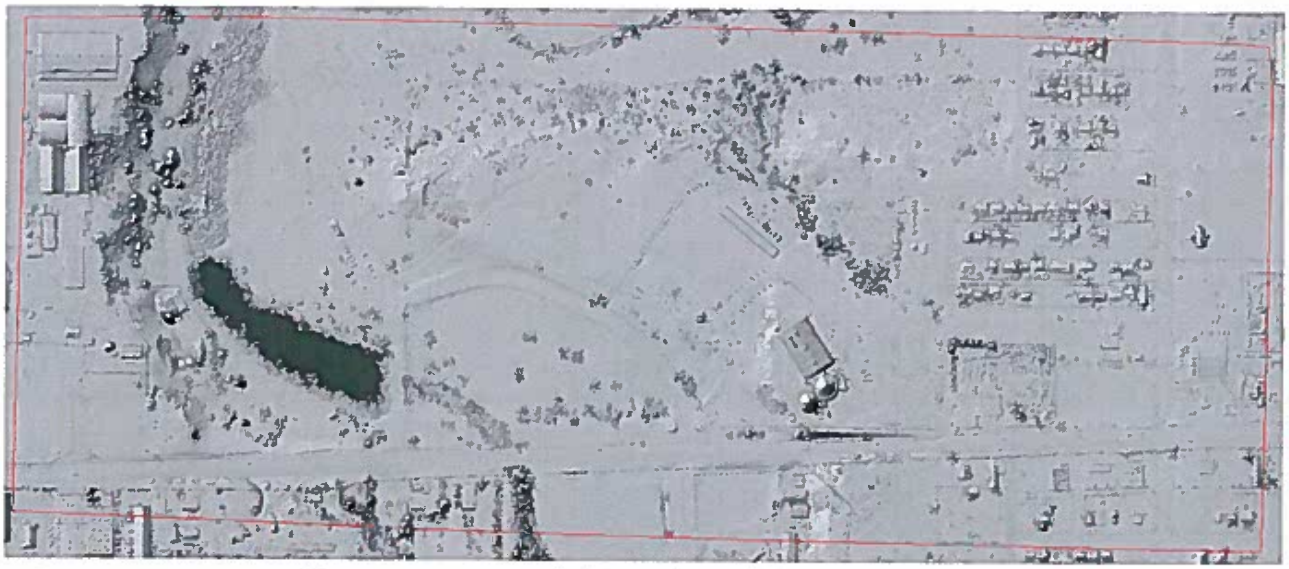


Figure 3 Sample SGM based digital surface model (DSM) visualized as shaded relief image, red outline corresponds to one stereo model.

such datasets. Still, while new elevation data areas are being processed, BHI would prioritize stereo models for orthorectification over areas of existing LiDAR and/or 2015 created orthorectification surface data. Sequencing

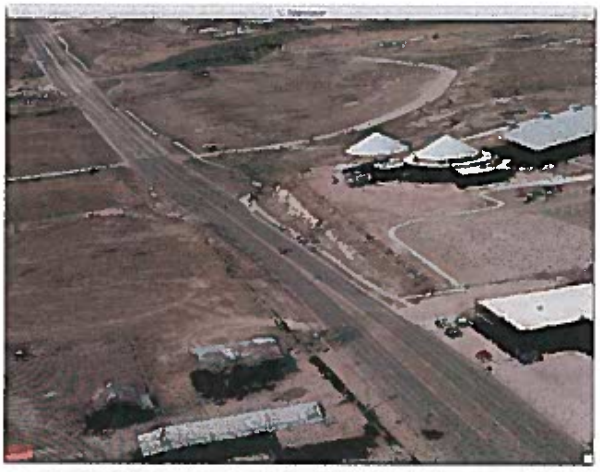


Figure 4. Sample SGM point cloud data used in elevation production.

production in this manner ensures that the project continues to move effectively through the workflow.

6. Orthophoto Production

Orthorectification is performed again with the input of the AT solution. Orthorectification is the process of rectifying imagery for tilt and relief/terrain displacement. Each image in the project will be differentially rectified to either the LiDAR ground surface of the newly generated surface data for the purpose of orthorectification. BHI utilizes the Intergraph (Hexagon) ImageStation OrthoPro suite of software for digital orthorectification. Orthorecification is also automated and optimized through batch processing scripts with established and tested parameters (see table this page). These scripts are processed on high-end servers with at least 64 GB of RAM to ensure rapid consistent orthorectified imagery.

True Orthophotography Option - Orthorectification

For the true orthophoto option, BHI would utilize the production inputs generated from the 2015 project. These inputs will be verified

Flag	Parameter	Setting
-p	Photo ID	AT database defined
-R	Photo strip ID	AT database defined
-K	Compression method	JPEG/lossless
-E	Elevation Definition File	LiDAR surface model defined
-Z	Zero out areas of image outside of DTM	Only pixels with surface data to be rectified
-x	Output area	X, Y Coordinates (Defined Rectified Frame Area)
-s	Output pixel size	0 25 (GSD)
-r	Resampling method	Bilinear
-f	Calculation spacing	32 (Registration algorithm operating window)
Q	Output JPEG q-factor	5 (Low compression)
-v	Overview sampling increment	99 (Full Set of Overviews)
-y	Overview sampling method	Average
-T	Output file type	TIFF
-M	Pixel alignment for mosaicking	Enabled
-W	TIFF 'world' file	Creation Enabled
-P	Progress event names and percent increment	Enabled

against newly captured 2016 imagery to ensure that buildings subject to orthorectification have not changed substantially with regard to rooftop feature morphology. Using the building update

Figure 5 Sample true oath tile from 2015 also including on DVD.

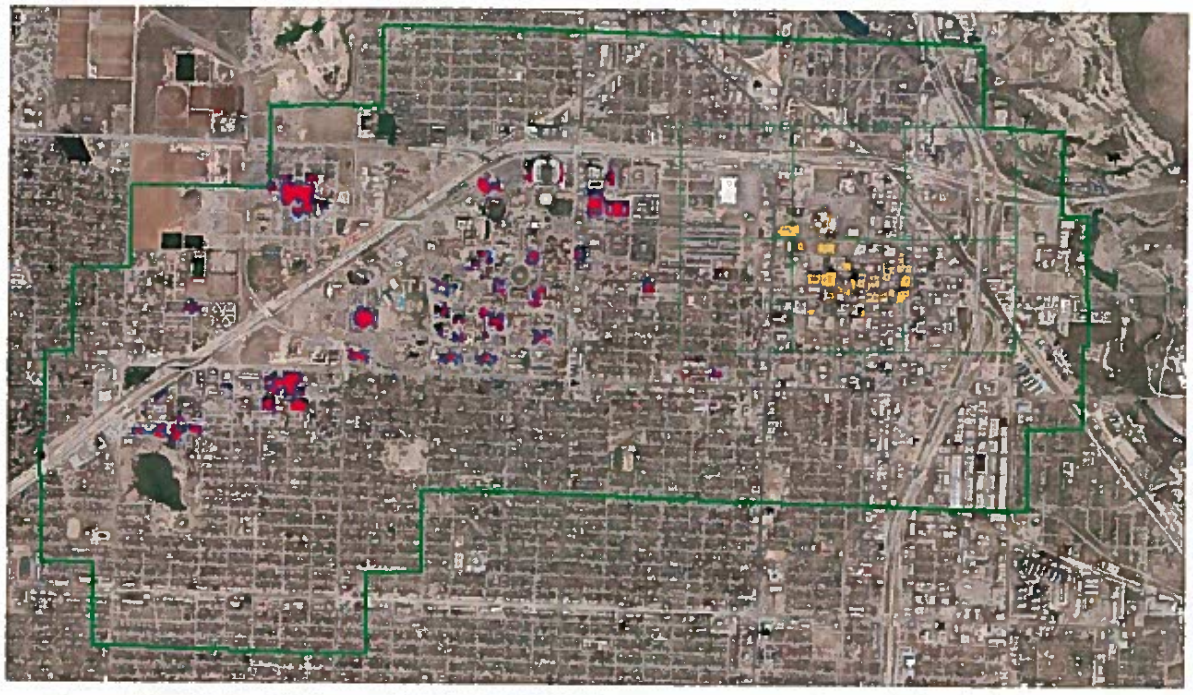


Figure 6. Building footprint analysis for 2016 true orthos, green boundary shows stereo coverage of 80/60 flight (plan on DVD).

collection datasets performed in 2015, and the new proposed optional true orthophotography collection area, BHI is proposing to generate true orthophotos for additional tall buildings (greater than 5 stories) within the true orthophoto image collection area. In analyzing building footprints in this larger 2016 coverage area, it appears that as many as 40 new buildings (in addition to the approximately 20 already processed in 2015) could potentially qualify for true orthorectification under this criteria within the proposed 2016 expanded true orthophoto flight area.

Tiles with true orthophotography will be delivered as 4-band compressed and uncompressed data and will be integrated into project mosaics. The building lean of tall buildings typical in traditional orthophotos due to the perspective camera geometry will be corrected in this true orthorectification processing to allow for identification of features at ground level which would otherwise be obscured by lean.

Orthomosaic processing

Having developed and published a set of pilot production tiles to the project web portal, BHI would coordinate and anticipate the City's review and acceptance of pilot data color prior to applying project wide color balancing. Orthorecified frames will undergo project-wide color balancing and radiometric correction. Using state-of-the-art radiometric balancing and adjustment tools such as Trimble's Inpho Orthovista software each frame will be balanced to achieve a global project color balance. This workflow provides for large block automation as well as individual orthophoto frame adjustments to be made to ensure that the project orthomosaic has a consistent color. These tools also take advantage of advanced feature detection algorithms to guide automatic mosaic seam line placement around features. Building footprint polygons, for example will be utilized in this seam line avoidance procedure.

Orthophotographty Quality Review System

Draft deliverable orthomosaic tiles will be reviewed by BHI's QA/QC team of geospatial analysts. Tracking of this review process is GIS feature based through an Error Call feature. During review of every orthophoto tile, as issues are identified, BHI analysts will place call features (area,point,or line) and categorize

every call based on the type of orthophoto issue identified. Typical issues that are tracked in this process include errors such as bridge warp, building seam line issues, horizontal accuracy issues, color problems, railroad/road mismatch at seam lines, general seam line issues, and any surface related issues.

This review will also be published to the 2016 project web portal to allow the City to monitor these calls. This web portal also provides capability for two way interaction permitting the City to participate in this process and place their own calls should they so desire.

7. Building Update Production

Building update feature collection under the 2016 project would follow the same technical regime utilized during the 2015 project. The table below provides details regarding the specifications to be employed during collection.

Collection Criteria	City of Lubbock Scope
Minimum Building Size	>= 120 sq. ft.
Indentations / protrusions	>= 2.5 ft.
Building Extent	Perimeter
Building Delineation	At "drip line"
Feature Placement Method	by Point / Rotated Rectangle
No. Polygons per Building	1
Hole / Courtyard Collection	>= 120 sq. ft.
Temporary Structure / Porch	Not Required
Orthogonal angle	Enforced by Construction Aid
Building Lean Correction	Visible ground building interface
Image Resolution / Scale	0.25 ft. / 1"=50'
3D Data Source	SGM

For the 2015 project, BHI collected and delivered more than 20,000 buildings over the project area. Under the 2016 project, BHI would anticipate collecting and delivering a feature set that would more closely approximate the RFP estimate of 1,000 buildings. BHI would also welcome feature-based inputs from the City such as permit locations, etc. and incorporate these into the targeted workflow methods which BHI has designed for this aspect of the project. During execution of the 2015 building collection effort BHI utilized change detection methods in QC and targeting of collected building features. For 2016, BHI would again follow similar methods and also develop source height values for newly collected building footprints through draping against SGM point clouds developed under these buildings. Processing for height values follow automated procedures designed in Safe Software's FME (Feature Manipulation Engine). Feature based quality control query analysis is performed to verify feature integrity. Queries are developed to find low buildings and high buildings which could provide an indication of errors in the building feature draping process. Further visualization techniques also using FME may be employed to automatically inspect building footprints against suspect buildings in the FME visualizer. In the figure below a 3D footprint is draped with orthophotography to

Figure 7. FME Inspector visualization of 3D building.

visualize the tallest downtown building. In this example, the footprint is draped with true orthophoto data to verify rooftop image placement. New building delivery will adhere to the City's established 3D building schema.

8. Tile Cache Creation

Once final imagery has been accepted, BHI will process these data on ESRI software platforms to generate an ESRI compatible tile

cache for use in an ArcGIS image service. BHI owns current (10.2.2) ESRI software needed to produce this tile cache and maintains up-to-date licensing. Furthermore, BHI is prepared to develop the pre-built cache under a future version so that the City may import the cache into their existing ArcGIS Server instance.

9. Project Delivery

Final data products will be tested in ArcGIS prior to delivery. Deliverable data in WKID=2276[5] will be packaged and delivered to the City of Lubbock on external USB portable hard drives as specified by the City of Lubbock IT department. The following data deliverables are proposed as directly required by the RFP:

Expected Deliverables	Deliverable Format/Detail
Digital Orthophotography	3" ground pixel resolution, tiled 4-band color infrared imagery, GeoTIFF and MrSID file formats, using the file naming convention specified by the City's tile index, and other associated products
Flight line index with specific flight dates	Esri file geodatabase
Internal quality control report	
Internal QC checkpoints	Esri file geodatabase
Aerial triangulation report	
Digital Elevation Model (DEM) used for orthorectification	Esri GRID format
True Orthophotography for designated areas	also to be incorporated in the image service
Digital Orthophotography	1' ground pixel resolution, mosaicked 3-band natural color imagery, format to be agreed upon at contract
Esri Imagery Service	
Building Footprint Planimetric data set	Esri file geodatabase
Ground Control Network	Esri file geodatabase of points plus report and survey sheets in pdf format
FGDC Compliant Metadata	developed in consultation with the City, for each delivered database , including the image service

B. Quality Control Approach

In this section, BHI provides a quality control plan for the City's review. This plan describes the quality control approach that BHI will implement on the project, following the company's ISO-based quality model. BHI has added several elements to this draft internal Quality Control Plan based upon our experience in the 2015 City of Lubbock production phases. Additional quality improvements and recommendations from this experience are further highlighted in the section "Expertise in Areas Pertinent to the Project."

Additionally, BHI proposes an interactive web mapping interface for the City to review imagery and interactively place "call points" or quality control comments to provide BHI with feedback during production and for quality control comment during the City's review of deliverable products. Details regarding the web mapping interface are provided in the section describing the "Method for Handling Errors and Omissions."

1. DRAFT – 2016 City of Lubbock Quality Control Plan

Purpose: The purpose of the quality management plan is to identify quality policies that must be followed and standards that must be met; develop plans on how quality will be measured throughout the project; execute and control quality during project work; and gain City of Lubbock acceptance of the quality of all deliverables.

Objective for the 2016 City of Lubbock Digital Orthophotography Project Quality Assurance: Bohannan Huston, Inc. (BHI) will follow this quality plan and framework to define the standards, processes, tests, and controls that will be deployed to ensure that the 2016 orthophotography and building footprint update collection meets the City's quality requirements.

[5] http://spatialreference.org/ref/epsg/nad83-texas-north-central-ftus/ - NAD83 / Texas North Central (ftUS)

BHI Quality Policy: BHI's Quality Management System (QMS) is designed to support our efforts to provide high quality services and products and to comply with the requirements of ISO 9001:2015. Quality objectives for the QMS have been established and are reviewed by top management.

Our established quality policy is to:

- *know our customers' needs and requirements*
- *meet and exceed our customers' expectations*
- *meet, or exceed, our quality objectives*
- *strive for continuous improvement*

Our quality policy statement is located on the BHI intranet and available to all employees and partners. All personnel are urged to be vigorous in the pursuit of quality. The quality responsibility matrix for the project is delineated in the following table.

Role	Responsibilities
Project Manager	Oversight of quality management plan execution
Project QA Manager	Developing quality management plan Monitoring quality
Project Production Team	Executing prescribed Quality Control checks Developing test cases Reporting project quality metrics
City of Lubbock	Developing quality metrics Approving quality management plan

Quality Planning: Task experts and representatives from both the City of Lubbock and from BHI will develop acceptance criteria and transfer those criteria to checklists that will be used in quality control. Project management and the project task leads will then ensure their use in Quality Control (QC) and review the content/results during Quality Assurance (QA). All quality planning will ensure conformance to the following quality requirements:

- *Consistent with City of Lubbock Quality Objectives (i.e., high quality, clear, and sharp aerial imagery free of warping, stretching, smearing, color bias, voids, poor edge matching, excessive shadows, or elements obscuring the ground surface.)*
- *Conforms to BHI Corporate Quality Management Plan*
- *Meets all professional standards for geospatial data production applicable to photogrammetric aerial photography and digital orthophotography production.*

Configuration Management Documents

Standard production workstation and server used in production will adhere to standard software configuration build to ensure well calibrated and maintained equipment and software configurations.

Data

All BHI production data and City Furnished Information (CFI) will be managed in a controlled geospatial production environment.

Quality Assurance: QA will have two main focuses. First, it will ensure that checklists and control records have been completed and filled out with sufficient detail to determine trends or systemic errors and that corrective action on those trends have been addressed and implemented into the production environment. Second, the quality assurance team (Project Manager and QA Manager) will verify that a sufficient number of quality reviews are performed and that those reviews were comprehensive reviews of the product. Each quality review should be in decreasing number of calls, and calls should not be present in a reoccurring pattern. QA will only be performed by the QA Team.

Geospatial Production: QA for internally produced products will follow the QC processes. When the production team has completed a sufficient number of QC reviews and has a high confidence in the product being error free, it may be released to the City. The

production task leads will review QC documentation and ensure that all areas of errors have been properly added to the production guidance and QC checklists. Geospatial analysts performing QC processes will then choose areas of nonconformity to spot check in the deliverable. If the data has met all the quality requirements, it will be approved for delivery to the City. If the QC documentation and subsequent review of the data prove not to be acceptable, the QA manager will conduct a quality review with the production staff to determine and document the weakness of the process and institute a corrected procedure for QC. This process will be repeated until the QA manager is satisfied with the output of the QC process and the quality of the data.

External Production – Aerial Acquisition: When data is received from external producers, the QC documentation will be reviewed. If this documentation does not meet the criteria listed in the quality metrics section above, the data will be immediately rejected and returned for correction of the documentation. If the documentation is sufficient, the QC task team lead will concur and move forward the processes for initial data review and validation. This allows the data to be integrated into production workflows.

Quality Control: QC will have the following process and documentation requirements. All data will go through a thorough review using the checklist or database feature for the appropriate product. These checklists will document who is doing the review as well as whether the data is in compliance with the requirement. If the data is not in compliance, it will also contain the nonconformity and the corrective action. Corrective actions will include additions to guidance documents and checklists to ensure errors of this type are caught in the future during data collection or personal QC.

All products produced by BHI will go through QC processes to meet quality metrics defined in the following table:

Deliverable	Quality Metrics
Project Management	to be determined - DRAFT
Web Based Tracking Tool	to be determined – DRAFT
Geodetic Control	to be determined – DRAFT
Image Acquisition	TBD Target Date post 5/15/2016 Leaf on conditions Sun angle 30° or less from nadir
Aerial Triangulation	Verify control values against survey control report RMSE meet target values Test orthos – verified at control
Elevation Data Production	to be determined – DRAFT
Ortho Production	City acceptance criteria Clear and sharp in detail Less than 5% shadow / cloud cover on any single photograph No defects / out-of-focus images No "image smear" or "stretched" area on images No "warped" bridges, viaducts or roads No inconsistencies in tone and density between adjacent orthos Must be radiometrically and geometrically corrected to enable adjacent files to be displayed simultaneously without obvious distinctions between them. Seasonal and temporal differences should not show differences across image join lines
Optional Products True Orthophotography	Minimize building lean and obscured features
Quality Assurance Documentation	Well documented and verifiable (call feature) proof of continuous quality improvement for all deliverables
Other Value Added Tools/ Services	Mosaic nodata areas set to 255 and ECW v3 opacity region.

Project Archives: QA/QC documentation will be maintained in the BHI project production system in a chronological order of reviews, feature data, metadata, and records.

Project Manager	Project Manager
Dennis Sandin, RPP	Lubbock Project Manager
Date	Date

C. Schedule and Availability

BHI has developed, over the past few years, systems and processes that offer great schedule compression and focus on production quality assurance. We can schedule aerial acquisition within the leaf on time-frame desired by the City. It would be our recommendation to identify (with the City's input) and acquire the imagery to optimize sun angle with leaf-on conditions. The goal of this will be to minimize shadow lengths as much as possible. The collection phase should take no more than 3 to 4 days, depending on weather. In preparation for collection, field survey tasks will have already been scheduled and performed.

Once the imagery is collected it will be preprocessed and ready for inspection/aerial triangulation steps within one week. BHI will deliver final products within 4 months of acquisition.

D. 2016 Project Fee

The following table presents the BHI team fee for the City of Lubbock Digital Orthophotography Project 2016:

Description	Fee
Mobilization	Waived
Acquisition & Processing	$35,650 00
3" Imagery and other required deliverables	$50,000 00
1' Image mosaic	$550 00
True-orthos (optional)	$2,500 00
Esri Imagery Service	$1,500 00
Building planimetrics	$5,500 00
Total	$95,700 00
Cost for additional permanent monumentation per point:	$800 00

III.Expertise in Areas Pertinent to the Project

The following tables provide related expertise on three recent projects that demonstrate past performance requirements with similar scope size and complexity to the proposed RFP 2016 project. One of these projects represents past performance for the City of Lubbock. Additional project past performance highlights an example project with where leaf-on photography was acquired and processed. Each of the projects were also conducted with our acquisition partner Aero-Graphics Inc. (AGI) for source data collection of inputs for the resulting orthorectified imagery.

BHI's past performance record ensures that our team has a verifiable record of successfully completing jobs similar to the proposed one. Notable unique qualification characteristics outside of typical performance specifications include:

- *regular and consistent communications and co-development of project plans with City of Lubbock representatives,*
- *project manager decision authority to commit required resource to accomplish project on schedule,*
- *project manager Registered Professional Photogrammetrist qualifications and expertise to directly supervise high quality production processing.*
- *GIS/Geospatial tool independent skillsets with ability to deliver datasets in common open source geospatial formats.*
- *City of Lubbock, Texas ground control survey expertise for high accuracy horizontal and vertical geo-location.*
- *risk mitigation through multiple resource and asset ownership and optional platform solutions.*

A. Quality Assurance and Improvements

BHI staff gained great insight while performing the 2015 aerial photography project. Listed below are specific improvements that will be made to the 2016 project. With multi-year contracting, continuous improvement of project execution becomes a focused objective.

- *Permanent Control - BHI will obtain custom brass caps co-designed with the City for use in permanent monumentation. The monumentation can be coordinated and deployed over longer term contract. BHI surveyors will phase the monumentation of points in each project for the contract and options duration - ultimately resulting in a high quality distributed control network for the City.*
- *True Ortho Flight Plan - The flight layout has been revised with high overlap and sideslip in areas that include all of the downtown, the university, and the medical complex for potential true ortho development.*
- *Aerial Triangulation and Control Import - BHI has established a new workflow quality gate to evaluate photo control export and import into aerial triangulation software. This prevents accidental slight transformation of control data maintained in our database when used in GeoMedia Professional.*
- *Deliverable Focus - We will establish a detailed delivery manifest to define all products, deliverables and delivery logistics for incorporation into the contract and weekly reporting. This will ensure full and complete contractual deliveries become a focus through the project execution. It became apparent toward the completion of the 2015 project that specific deliverable items had not conformed exactly to contractual specification. This effort will assist with eliminating this issue.*
- *Weekly Reporting Modification - BHI will update the weekly reporting information with schedule and delivery manifest compliance.*
- *ESRI WMTS production - BHI will use ESRI raster mosaic to generate image service cache tiles within the ESRI ArcGIS environment - deliver within a week of City ortho final acceptance.*
- *ECW V3 with opacity layer - BHI will deliver mosaic with opacity channel for use in GIS environments with background data - printing/plotting.*

In addition to these project improvements, there are thoughts about new deliverables that can be developed from the City's existing and new geospatial data investments. These are items that BHI has been developing and would be able to assist the City with developing:

- *Flow Network - Using the LiDAR and semi-global-matting surface models an ordered flow network can be developed for the City area to model potential flooding scenarios.*
- *Geomorphology - The surface model can be processed into its geomorphology illustrating several classes of terrain characteristics including valleys, footslopes, flats, ridges, spurs, etc. This information is used in several modeling scenarios.*
- *Culvert Identification - Combining the flow network, geomorphology, and transportation network - BHI can use automation to identify likely culvert locations and exacting placement of culvert pipes across the road bed.*
- *River Bank Terracing - With geomorphology and river flow information, BHI can use automation to establish river terrace intervals that are based on LiDAR surface elevations predicting flood event inundation.*
- *Historical Orthomosic - BHI recognizes that the City makes historical photos available on-line. For 1954, we identified availability of around 450 photos over the 2016 AOI. BHI could assist the City in developing a historical orthobase.*

2015 City of Lubbock Orthophotography

Contract Number	RFP 15-12079-MA (Resolution No. 2015-R0013)
Date of Award	November 2014
Full Project Title	City of Lubbock, TX Digital Orthophotography Project 2015

Project Description: Fixed wing based airborne digital imagery capturing 4-band (Red, Green, Blue, Infrared (RGBI)) photography collection over an approximately 375 square mile area. Digital imagery collected with a Microsoft UltraCAM. Major project details included logistics planning, GPS ground control and paneling, 3-inch resolution digital imagery mission collections, aerial triangulation, orthorectification, and product development. Optional true orthophotography imagery was captured over the downtown area and included stereo development of 3D digital surface models for the use in true orthorectification of approximately 20 buildings over two tile. Autocorrelation processed elevation models were developed through Semi-Global Matching (SGM) technologies to augment the City's existing LiDAR data and provide surface data coverage for orthorectification. Specific deliverable data products included orthomosaics delivered in a City-established tiling scheme. Development of interactive web portal allowed for technical data exchanges between the City and Bohannan Huston. Development of sample color balanced products over pilot areas provided for review of proposed project color balancing. Data were developed to meet ASPRS Class I accuracy in support of mapping at a scale of 1"=50'. Project included GIS building update feature collection within the City limits. Building footprints were draped on point cloud data to provide for 3D elevations for more 20,000 delivered building foot prints. An ESRI ArcGIS Image Service was also produced under the contract. FGDC metadata development (FGDC-STD-001-1998), weekly written project status reports.

Project Customer	City of Lubbock, TX
Project Contact	Sally Still Abbe, Director of GIS and Data Services, Sabbe@Mylubbock.Us
Phone and Address	(806) 775-2106, P.O. Box 2000Lubbock, Texas 79457
Final Contract Duration	October 2015, on-going maintenance through January 2016
Initial Contract Award	$82,000
Final Contract Award	$82,000
Project Safety Incidents	No project related safety incidents occurred.

0.25 sq mi CIR tile

SGM Surface Model

Building Update

2015 Middle Rio Grande Orthophotography RGB/CIR Mosaics

Contract Number:	
Date of Award:	June 2015
Full Project Title:	2015 Middle Rio Grande Orthophotography RGB/CIR Mosaics

Project Description: Fixed wing based airborne digital imagery for summer leaf on orthophotography production along the Middle Rio Grande (MRG) corridor. Flight planning designed for data capture to acquire 30 cm GSD imagery throughout the MRG area consisting of approximately 190 linear miles of river corridor with and average width of 6.5 miles. Collection of airborne imagery flown by Aero Graphics, Inc. during mid summer—June of 2015—to facilitate water use and crop growth analysis in the MRG at peak river flow conditions. Digital imagery collected with Microsoft UltraCAM Eagle (UCE-1-70012378-f100) digital frame camera. BHI mobilized survey crews to panel and observe ground control which was processed using NGS Online Positioning User Service (OPUS) methodologies. Creation of new elevation through autocorrelation techniques accomplished for the purposes of differential image orthorectification. Tiling scheme utilized USGS National Grid tiles for UTM Zone 13 data deliverables. Mosaicked data provided as both Color Infrared (CIR) and Natural Color (RGB) tiles with ECW compressed mosaics provided as deliverables. Additional deliverables included AT triangulation report and PATB formatted AT files to accompany raw imagery collection data. FGDC metadata development (FGDC-STD-001-1998)

Project Customer:	Office of the State Engineer / New Mexico Interstate Stream Commission
Project Contact:	Cindy Stokes, cindy.stokes@state.nm.us

~190 mi MRG

Phone and Address	505-383-4050, 5550 San Antonio Dr NE, Albuquerque, NM 87109
Final Contract Duration	June 2015 - August 2015 (3 months)
Initial Contract Award	$43,250
Final Contract Award	$43,250
Project Safety Incidents	No project related safety incidents occurred

2014 Santa Fe County Orthophotography and LiDAR

Contract Number	SFCO PO#145402 New Mexico IT State Purchase Agreement
Date of Award	March 2014
Full Project Title	2014 Santa Fe County Digital Orthophotography and LiDAR Project
Project Description	Fixed wing based airborne digital imagery and LiDAR collection over 3,000 square mile area. Digital imagery collected with a Microsoft UltraCAM Eagle and LiDAR survey with Optech Orion. Major project details included logistics planning, GPS ground control and targeting, digital imagery and LiDAR flight mission collections, aerial triangulation, LiDAR data calibration and processing, product development to classified LAS. Preliminary accuracies tested and validated at 0.7 feet horizontal and 0.2 feet vertical. Additional LiDAR and remote sensing image processing scope included softcopy feature collection of bridge systems, highway sound wall, and standing water features, LiDAR data calibration, processing, and classification, DEM and DTM development, hydro flattening, 3D contour development, 4-band imagery orthorectification, mosaicking, and tiling operations, semi-automated GIS feature flow line delineation, data formatting for use in ArcGIS platforms, delivery with web mapping services, data delivery in multiple tiling schemes, orthophotography NSSDA validation (FGDC-STD-007.3-1998), FGDC metadata development (FGDC-STD-001-1998), weekly written project status reports
Project Customer	Santa Fe County, New Mexico
Project Contact	Erle Wright, GISP, ewright@co.santa-fe.nm.us
Phone and Address	505-986-6350, Santa Fe County, 102 Grant Avenue, Santa Fe, NM 87501
Final Contract Duration	24 months
Initial Contract Award	$528,347.28
Final Contract Award	$1,358,335.00 - Change Order (1) expanded LiDAR collection area. Change Order (2) funded semi-automatic extraction of LiDAR vector stream models
Project Safety Incidents	No project related safety incidents occurred

15 cm GSD RGB ortho

15 cm GSD CIR Ortho

LiDAR Shaded Relief

IV.Synopsis of Past Work

The following list is provided to emphasize BHI's experience base working in particular with City and/or municipal government clients throughout the southwestern United States. BHI's portfolio of past work highlights work performed primarily in the domain of orthophotography, elevation production and building collection. Our work with our clients often spans many years of continuous service to these clients and are listed by year to showcase these long-term relationships.

- *2010, 2012, 2015 Office of the State Engineer (OSE) / Interstate Stream Commission (ISC) Leaf on Ortho*
- *2003, 2005, 2007, 2009, 2014 North Central Texas Council of Governments Ortho*
- *1992, 2001 City of Santa Fe Ortho*
- *2001, 2008, 2010, 2014 Santa Fe County Ortho*
- *2004, 2008, 2010, 2014 Doña Ana County Ortho*

- *1999, 2004, 2006, 2008, 2010, 2012, 2014 MRCOG Ortho – 3 inch GSD in areas*
- *2008, 2010 Denver Regional Council of Governments Ortho – 3 inch GSD in areas*
- *2012, 2014 Bernalillo County Building Footprints*
- *2008, 2010 Denver Building Footprints Update*

A. Firm Background

BHI is a New Mexico—based business; providing engineering, spatial data and advanced technologies services over the past 56 years. Jerry Bohannan and Bob Stephenson, started the engineering business in Albuquerque, NM. Headquartered in the New Mexico's most populous city, BHI began as a local engineering firm working in the midst of a late 1950s boom.[6] In 1964, under the leadership of Larry Huston, BHI expanded the business into photogrammetry to enhance and support engineering mapping needs. The business continued to grow and diversify throughout the 1970s. It was during this time that the company experienced significant expansion in Water Resources through its innovative drainage master planning work with the Albuquerque Metropolitan Arroyo Flood Control Authority (AMAFCA). Computing advances in the late 1970s and 1980s led the company to add their advanced technologies division to provide advanced engineering design software. In 1995, BHI opened its Las Cruces office to serve the southern New Mexico area and in the early 2000s, BHI continued its geographic expansion in the Southwest by opening its Denver, CO office. BHI's unique history provides us with a depth of experience and diverse capabilities unparalleled in the State. At Bohannan Huston, Inc., (BHI) we envision transforming "customer vision into reality by providing innovative and sustainable solutions with a commitment to extraordinary service, quality, and value."[7] To align our goals and objectives with our clients' project-specific requirements, we begin research and development and project modeling before submitting our proposal, and are prepared to demonstrate customized deliverables even at the proposal phase. Tailoring solutions to client needs results in long-term relationships with over 85% of our clients returning for repeat business; many client relationships have spanned several decades, and one reason is our clients appreciate that our vision is effectuating theirs rather than trying to sell them something else.

V. List of Principals

The proposed Project Manager, Dennis Sandin, has been a member of ASPRS since 1996 and is also a state of Oregon Registered Professional Photogrammetrist (RPP).[8] The RPP is a level of designation for photogrammetry competency that only a few states have required above and beyond the ASPRS certified photogrammetrist (ASPRS CP) designation. An RPP application requires passing an examination given by the state board of examiners at the same level and alongside professional engineers and surveyors.

Cert. No	Name	Branch	Status	Expires
80711RPP	Sandin, Dennis R.	RPP	Active	6/30/2016

Mr. Sandin will be directly in charge of all personnel and team resources. He will allocate 30% of his time during the project to assure the City that the project performance and quality markers are met.

Bohannan Huston, Inc., and Aero-Graphics, Inc., employ several professional certifications/ registrations to be dedicated to this project.

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[6] http://www.abqjournal.com/biz/metcalf/20215455207 3bizmetcalf07-20-09.htm - Bohannan Huston perseveres, thrives despite economic, personal challenges

[7] http://www.bhinc.com/who-we-are/mission-vision-and-values/ - Bohannan Huston, Inc. Mission, Vision and Values

[8] http://licenseinfo.oregon.gov/index.cfm?fuseaction=license_seng&link_item_id=26492 - RPP Registration, Dennis R. Sandin

These include nine (9) ASPRS CPs, two (2) GIS Professionals (GISP), six (6) professional land surveyors (PLS), and one Certified Manager of Quality and Organizational Excellence (CMQ/OE). BHI has 15 principals, was founded in 1959; and incorporated on April 15, 1968.

Bohannan Huston, Inc. Owners/Principals	
Brian Burnett, President	Craig Hoover, Sr. VP Water Resources
Kerry Davis, Chief Financial Officer	Matt Thompson, Sr. VP Las Cruces Office
Leslie L. Small, Chief Operations Officer	Robert "Rob" Richardson, Sr. VP Water Systems
Loretta Davis, Sr. VP Colorado Operations	Matt Santistevan, Sr. VP Construction
Bruce Stidworthy, Sr. VP Community Development	Louis Hernandez, Sr. VP Advanced Technologies
James Topmiller, Sr. VP Community Development	Albert "Bert" Thomas, Sr. VP Traffic & Transportation
Dennis Sandin, Sr. VP Spatial Data	Kurt Thorson, Sr. VP Traffic & Transportation
Robert Dzur, Sr. VP | Spatial Data & Quality Administrator	

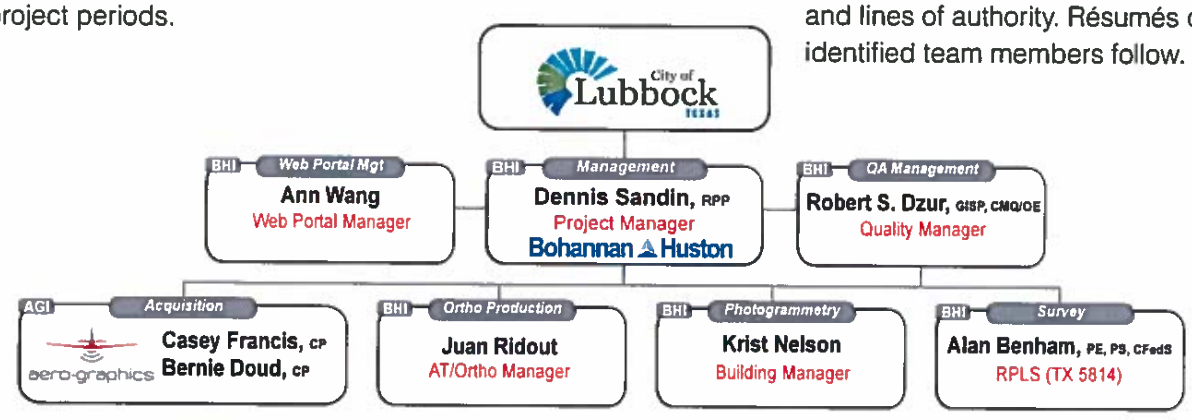
VI. Other Professionals

This section lists other professions proposed for the 2016 project. All staff proposed for this project have a strong record of experience performing tasks similar to those required in the RFP. In fact, this team is the same team of professionals that BHI dedicated to the City's 2015 project. BHI further understands mobilization logistics, ground crew and production processing scheduling for a project like this and therefore commits to dedicate the full attention of our staff during the task project periods.

Name	Firm	Responsibilities
Dennis R. Sandin, RPP	BHI	Contract Management, Project Oversight / Technical Guidance, Coordination with City; Accountable for Adherence to Schedule, Budget, Quality, and Defined Scope of Work
Robert S. Dzur, GISP, CQMOE	BHI	Project Coordination / Reporting, SGM Surface Processing Support, Change Detection Analysis
Alan Benham, RPLS (TX 5814)	BHI	Geodetic Survey Data Processing
Juan Ridout	BHI	AT/Ortho Management
Krist Nelson	BHI	Geospatial Feature Database Management
Ann Wang	BHI	Geospatial Web Portal Publishing
Casey Francis, CP	AGI	Flight Operations Planning
Bernie Doud, CP	AGI	Flight Sensor Data Processing

VII. Structure

The BHI team is headquartered in Albuquerque, NM with subcontractor Aero-Graphics, Inc. (AGI) out of Salt Lake City, UT. BHI will lead the team and provide geospatial project design, management, and data production/analysis. AGI will provide fixed wing platforms and sensors for the acquisition of UCE digital photogrammetric imagery. BHI/AGI have several registered and certified professionals educated and trained in geography, photogrammetry, GIS, LiDAR processing, remotely sensed image processing, cartography, survey, and geodesy. The organizational chart below shows the anticipated structure/roles of the project team and lines of authority. Résumés of identified team members follow.



Bohannan Huston

Dennis R. Sandin, RPP

dsandin@bhinc.com
505-798-7925
Albuquerque, NM

Personal Profile

Dennis Sandin's extensive experience includes facilitating and managing primary and ancillary data acquisition, film-based imagery in black and white, natural color and near infrared imagery, data manipulation and processing, digital analytical aerial triangulation, standards development, and data conversion.

Mr. Sandin serves as project manager on large mapping projects or those requiring great technical expertise and design. He is fluent in all aspects of map production hardware and software as well as both small and large project design. He is an expert in Geographical Information Systems (GIS), digital mapping, digital orthophotography, photogrammetry, and engineering mapping.

Mr. Sandin has developed LiDAR mapping/processing expertise and data visualization and presentation abilities for Bohannan Huston. He has directed the internal development of LiDAR processing software and spatial database technology within the mapping and software development groups. He has also created and perfected efficient work processes for visualizing both spatial data and engineering design data with industry leading commercial 3D modeling and animation software.

Highlights of Qualifications

Registered Professional Photogrammetrist: OR #80711RPP

Member: American Society for Photogrammetry and Remote Sensing

Member: New Mexico Geographic Information Council

Member: Geospatial Information Technologies Association

Project Experience

City of Lubbock, TX Digital Orthophotography, 2015

NM Interstate Stream Commission Leaf-on Orthophotography 2015

Santa Fe County LiDAR and Orthophotography 2000 - 2014

Dona Ana County Digital Orthophotography and LiDAR Project, Dona Ana County, NM - 2010 to 2014

Technical Skills

- Digital and Analytical Photogrammetric Project Design
- Project Management, Cost Estimating/Scoping/Proposal Development
- Image Processing
- Geodesy/Geomatics
- Digital Analytical Aerial Triangulation
- Digital Photogrammetric Process Design
- Engineering Mapping Process Design
- Mapping Standards Expertise
- Digital Orthophotography Generation/Process Design
- LiDAR Processing Expertise and Process Development
- Geographic Information System Design
- 3D Modeling/Rendering and Graphic Presentation Animations

Education

B.S. / Mechanical Engineering - University of New Mexico, 1992

Languages

English

Work Summary

Organization	Position	Dates
Bohannan Huston, Inc.	Sr. Vice President & Managing Partner	1993 to Present

Bohannan Huston

Robert S. Dzur, GISP

rdzur@bhinc.com
505-798-7966
Albuquerque, NM

Personal Profile

Robert Dzur has 20 years experience working in the development of geospatial data projects. Since 2004, he has served as systems manager at Bohannan Huston, Inc. (BHI) leading stereo photogrammetric GIS feature data, orthophotography and elevation mapping projects. Systems and processes are the fundamental threads in Mr. Dzur's approach to his work and in his role as manager. In this capacity, he has led development and implementation of BHI's GIS-based project management strategies.

He uniquely bridges the geospatial profession with quality systems and quality principles. As a Certified Manager of Quality and Organizational Excellence, his influence on BHI's geospatial production processes includes measurement systems, corrective and preventative action solutions, improvement loops, and quantitative quality evidence (i.e., NSSDA validation) of BHI services and production.

Highlights of Qualifications

GIS Certification Institute: GIS Professional #6611

American Society for Quality: Certified Manager of Quality/Organizational Excellence (#9988)

Member: American Society for Quality; American Society for Photogrammetry & Remote Sensing; Phi Beta Kappa

Extensive GIS and photogrammetry knowledge supporting the delivery of *documented* high quality geospatial products and services to BHI clientele.

Project Experience

City of Lubbock, TX Digital Orthophotography, 2015

Santa Fe County LiDAR and Orthophotography 2005 - 2014

Global Geospatial Intelligence (GGI) Program - 2004 - 2014

Technical Skills

- Planning, project management for feature, orthophotography and LiDAR.
- Oversight of deliverable geospatial data including ortho and surface formats.
- Integration of quality & accuracy assessment of geospatial data visualization.
- Expertise in metadata preparation in FGDC format with NSSDA testing.
- Structure from Motion (SFM) / Semi-Global Matching (SGM) expertise.
- Image dodging and mosaic of historical photogrammetric data sources.
- Reporting/documentation of procedures for remotely sensed geospatial data.

Education

M.A. / Geography - University of Arkansas, 1994

B.A. / Geography & Spanish - University of Arkansas, 1991

Languages

English / Spanish

Work Summary

Organization	Position	Dates
Bohannan Huston, Inc.	Vice President & Systems Manager	2004 to Present
World Bank	Independent Technical Consultant	2002 to 2004
Instituto Nacional de Reforma Agraria - Bolivia (World Bank)	Manager of Services	1998 to 2002
Center for Advanced Spatial Technologies (CAST)	GAP Project Manager	1994 to 1998

Bohannan Huston

Alan Benham, PS, P.E., RP.L.S.

abenham@bhinc.com
505-798- 7899
Albuquerque, NM

Personal Profile

Alan Benham is a BHI Vice President who works in the Spatial Data Division where he is the Group Leader and Project Manager for the Survey team. In these positions, Mr. Benham leads the team of licensed surveyors, manages specific client and project types, and supervises the Survey Group's business operations, ISO compliance, financial health, and business development, both locally and regionally in all of our offices.

Mr. Benham is a licensed surveyor in seven states, and thus is involved in much of the legal aspect of BHI's surveying work, primarily with respect to boundary decisions and boundary law. He also has an in-depth understanding of high accuracy geodetic control surveying for mapping and engineering applications. Mr. Benham has worked with GPS surveying data and techniques since 1997 including high accuracy static networks, fast static, and Real Time Kinematic surveys and has submitted control to the NGS for publication through the bluebook process. He has also been through the NGS OPUS Project-Manager training and understands the adjustment methods, techniques and network design necessary for high accuracy surveys.

Highlights of Qualifications

Registered Professional Land Surveyor: TX #5814

Registered Land Surveyor: Professional Engineer: NM #14940

Professional Surveyor: NM #15700

Also registered as a Professional Land Surveyor in: WY #13418, CA #8700, NV #19554, CO #37976, AZ #47283, BLM/CFedS Certification #1013

National Society of Professional Surveyors (ACSM-NSPS), New Mexico Professional Surveyors (NMPS),

California Land Surveyors Association (CLSA)

Project Experience

City of Lubbock, TX Digital Orthophotography, 2015

NM Interstate Stream Commission Leaf-on Orthophotography 2015

Santa Fe County LiDAR and Orthophotography 2000 - 2014

Dona Ana County Digital Orthophotography and LiDAR Project, Dona Ana County, NM - 2010 to 2014

US-Mex Border Mapping Control - Arizona, New Mexico and Texas

Technical Skills

- Planning and supervision of Global Positioning System (GPS) data for surveying.
- Extensive field & office experience with RTK on geodetic control, utility surveys, highway location surveys, right-of-way surveys, local design surveys, boundary surveys, and construction staking projects.
- Development of GPS network design, collection, processing for high resolution LiDAR & airborne surveys.
- Geodetic control expertise, in-depth training, knowledge of National Geodetic Survey procedures (e.g. Blue Booking), standards, OPUS processing techniques, & approved NGS OPUS Project Manager.

Education

BS Survey Engineering - New Mexico State University - 1998

BS Civil Engineering - University of New Mexico - 1995

Languages

English

Work Summary

Organization	Position	Dates
Bohannan Huston, Inc.	Vice President	1994 to Present

Bohannan Huston

Juan Ridout

jridout@bhinc.com
505-823-1000
Albuquerque, NM

Personal Profile

Juan Ridout is a Production Team Lead in BHI's Spatial Data group, where he is responsible for orthophoto production, color balance and mosaic operations, and final delivery formatting. He is experienced in surface collection and creation of orthorectified image data and products through photogrammetric processes. His expertise and experience in softcopy photogrammetric mapping environments makes him ideally suited to handle some of the most challenging photogrammetric data sets.

Highlights of Qualifications

Mr. Ridout is proficient in all aspects of orthophotography production, photogrammetry, image analysis and classification, GIS, and topographic software programs that include the following: Inpho's Ortho Vista and Seam Editor, Image Station Automatic Triangulation, Image Station Automatic Elevation, Image Station OrthoPro, Phase One's Capture One Pro, ERDAS Imagine and ER Mapper, ArcGIS, Intergraph's Geomedia Professional, FME, Global Mapper, AutoCAD, MicroStation, various Open Source command line tools, and various programming languages.

Project Experience

City of Lubbock, TX Digital Orthophotography, 2015

NM Interstate Stream Commission Leaf-on Orthophotography 2015

Santa Fe County LiDAR and Orthophotography 2000 - 2014

Dona Ana County Digital Orthophotography and LiDAR Project, 2010 to 2014

MRCOG Digital Orthophotography, Mid-Region Council of Governments, NM - 2004 -2014

Technical Skills

- Coordination with survey team for control measurement.
- Handling of Airborne GPS data for ingest to Aerial Triangulation (AT)
- AT production and review.
- Radiometric color balance and mosaic procedures, ortho tile review, NSSDA quality checks and measurements.
- DTM/DEM processing and related topographic updating; adept in integration of surface elevation technologies for orthophotography processing.
- Batch automation and processing of Semi-Global Matching for deriving high resolution elevation data from stereo imagery.
- Safe Software FME data translation, manipulation for feature data automation.
- Open Source GDAL/OGR expertise in image data formatting.
- ESRI Tile Cache Image Service & ArcGIS Server data development.

Education

Diploma General Studies

AAS Geographic Information Technology

Languages

English

Work Summary

Organization	Position	Dates
Bohannan Huston, Inc.	Senior Geospatial Analyst / AT/Ortho Manager	2004 to Present

Bohannan Huston

Krist Nelson

knelson@bhinc.com
505-823-1000
Albuquerque, NM

Personal Profile

Krist Nelson is a Senior Geospatial Analyst and Production Team Lead for BHI's Spatial Data group. His responsibilities include using GIS software to accurately collect and track 3-D LiDAR and Photogrammetric Feature data. With BHI he has been involved with several photogrammetric and automated LiDAR mapping projects as well as survey projects where he was responsible for QA processes for data collection. Mr. Nelson also has experience with feature class designs and project tracking. As a power GIS user, he is always developing robust techniques for automated data processing and visualization to support LiDAR classification and product development. He is adept at applying during in-line processing a variety of checks and validation procedures to ensure data products conform to mapping standards.

Highlights of Qualifications

Mr. Nelson is proficient in the use of Integraph's GIS software GeoMedia Professional, Trimble's Pathfinder Office and Safe Software's FME (Feature Manipulation Engine). He is adept at processing and manipulating point cloud data for high precision surface modeling. He understands how to use GIS queries to locate and fix geometry, attribute, and topology errors to ensure data is perfect before delivering to the client. He has the unique skills to bring together data from many different sources into a data format defined by the client and to ensure quality of the data set using GIS tools.

Project Experience

City of Lubbock, TX Digital Orthophotography, 2015

City of Rio Rancho GIS Address Validation, 2015

MRCOG GIS Database / Road Network Analysis Project, 2015

Dona Ana County Digital Orthophotography and LiDAR Project, 2010 - 2014

Technical Skills

- LiDAR Data Classification and Processing.
- Oversight of production setup, progress and quality of GIS feature including building feature production and surface projects.
- PostgreSQL database development expertise for loading of GIS features, raster imagery & elevation data with access online client collaboration.
- Development of project specific quality control processes.
- Development of open source (QGIS) based field data collection procedures on mobile platforms such as the Samsung Galaxy Tab 4 device.
- Extensive experience using Intergraph software in the production of public and private sector projects.
- Extensive background in deliverable datasets formatting, automation and tiling of image, elevation & feature data into customized ArcGIS deliverables.
- Feature manipulation expertise in Safe Software FME including processing of massive point cloud and vector feature datasets requiring advanced geospatial data processing such as network topology calculations.

Education

B.S. / Earth Sciences / Geohydrology - Montana State University, 1998

Languages

English

Work Summary

Organization	Position	Dates
Bohannan Huston, Inc.	Senior Geospatial Analyst / LiDAR Processing Mgr.	2003 to Present
U.S. Forest Service	Hydrologic Technician	1999 to 2001

Bohannan Huston

Ann Wang-Mayes

awang@bhinc.com
505-798-7964
Albuquerque, NM

Personal Profile

Ann started work as a geospatial analyst at BHI in October 2012 after graduating from UW with a Bachelor's Degree in Geography/GIS. While working on DoD-related projects in the Spatial Data group, Ann gained experience in GIS feature collection, data management, QA/QC processes in both Intergraph and ArcGIS platforms. She currently primarily supports BHI's geospatially enabled Survey group where she utilizes survey, GIS and CAD (MicroStation/AutoCAD) applications and an integrated project workflow. Ann also leads web portal development and management at the company and has setup web management and query development for numerous web mapping portals allowing clients to track and interact with their data online.

Highlights of Qualifications

Ms. Wang is proficient in the operation ArcGIS, Geomedia, MS Office, Adobe Illustrator, FME, MS Access, AutoCAD. Her excellent research paper writing, architectural drafting, and geospatial analysis skills help her address a wide array of project and client requirements. She has attended Hexagon training courses dedicated to building custom solutions with WebGIS applications. Her design skills and varied geospatial background provide Ann with in-depth know-how and understanding of the inner working of the Geospatial Portal. Ms. Wang can quickly build-up web services both out-of-the-box and with extended customization. Ms. Wang's demonstrated experience in mapping allows her to go beyond standard feature data development and define customized portals and data products that address customer needs in both surveying and mapping arenas.

Project Experience

City of Lubbock, TX Digital Orthophotography, 2015

City of Las Cruces, NM Survey Grade GIS Storm Water Inventory Project, 2015

Kinder Morgan Lobos Pipeline Right of Way- 2014

Dona Ana County LiDAR and Orthophotography -2014

StructureScape - Building Collection Bernalillo County - 2014

Technical Skills

- Conversant in the basic principles of one or more of the following: Geography, Image Processing, Terrain Assessment, Land Use Planning, Economic Development, Engineering, Asset Inventory, Government Administration, Surveying, Geophysics, Archeology, and Transportation;
- The major Geospatial Technologies to include those provided by, yet not limited to Esri, Hexagon, Pitney Bowes, AutoDesk, Trimble, Topcon, Garmin, and Open Source Geo-Technologies;
- Mapping, demographics/spatial analysis, remote sensing, and cartography,
- Geospatial Modeling to include, yet not limited to Transportation, Water Resources, and Socio-Economic applications;
- Developing content, design, deploy, and maintain online Web Map Services that include providing custom tools;
- Network operating systems and client-server implementations as pertains to implementing a GIS within an existing architecture;
- Training team members and end users on GIS data and applications;
- Ability to conduct research into Geospatial Technology issues and products.

Education

BA - Geography/GIS - University of Washington - 2011

Languages

English / Spanish / Conversational Mandarin

Work Summary

Organization	Position	Dates
Bohannan Huston, Inc.	Survey Technician/ Geospatial Analyst	2012 to Present

aero-graphics

Casey Francis, CP

Profile

Mr. Francis has over eighteen (18) years of experience as a project manager (all with Aero-Graphics). He has successfully managed numerous projects for public sector entities, utilities, highway departments, mining operations, and engineering firms. He exhibits a thorough understanding of LiDAR and photogrammetry concepts and a proven ability to administer all aspects of a complex LiDAR or mapping project from concept to delivery.

Education and Certifications

Bachelor of Science in Finance from Utah State University

ASPRS Certified Photogrammetrist

Experience

City of Lubbock, TX Digital Orthophotography, 2015. Responsibilities for this contract included estimating and project management for digital image acquisition of **approximately 375 square miles** of 4-band RGBI data with the UltraCAM Eagle. Leaf-off acquisition required detailed weather monitoring using NOAA systems and Lubbock webcams for timely mobilization. Deliverables included 3-inch pixel images, radiometric & POS/GNSS Post-Processing (EO Parameters), Flight logs and geodatabase.

Electrical Consultants, Inc. for Oklahoma Gas & Electric - Border to Woodward - LiDAR and Imagery Services. Responsibilities for this contract included cost estimating, proposal generation, and project management for LiDAR and digital imagery acquisition and processing of **95 linear miles** of transmission line corridor in western Oklahoma. Deliverables included 3-inch pixel orthoimagery and PLS-CADD formatted and classified models of LiDAR data delivered in Oklahoma North State Plane Coordinate System.

Tetra Tech for PG&E - Panoche to Gates Transmission Line LiDAR Survey (Fresno, CA). Responsibilities for this contract included cost estimating, proposal generation, and project management for LiDAR and digital imagery acquisition and processing of **44 linear miles** of transmission line corridor across Fresno, Kings, and Kern counties in California. Deliverables included calibrated LAS v1.1 files delivered in California Zone 4 State Plane Coordinate System.

San Bernardino & Riverside Counties - Orthoimagery Updates. Responsibilities for this contract included cost estimating and project management for 4-band digital imagery acquisition and orthorectification of approximately **7,000 square miles** of San Bernardino and Riverside Counties, including vast expanses of challenging urban areas in the western reaches. Return flyover for **5,750 square miles** in 2012, and again for **4,375 square miles** in 2013. Deliverables included 1' GSD orthorectified, tagged imagery in GeoTIFF, ECW, and Mr.SID formats. All delivered in California Zones 5 and 6 State Plane Coordinate Systems.

Keiwit/HNTB - California High-Speed Rail Madera-Fresno. Responsibilities for this contract included cost estimating, proposal generation, and project management for LiDAR and digital imagery acquisition and processing of approximately **60 linear miles** of rail study corridor between Madera and Fresno. Deliverables included 5.5cm GSD digital orthoimagery, bare-earth classified LAS v1.2 files, and Contour Key Points in Microstation .DGN and InRoads .DTM formats.

aero-graphics

Bernie Doud, CP, GISP

Profile

In his role as Acquisition Task manager, Mr. Doud is responsible for training, scheduling, and directing aerial department staff in the execution of acquisition tasks, including flight planning and execution, sensor operations (imagery and LiDAR), and field quality control. He leads aircraft and sensor maintenance tasks and works closely with company principals to strategize future aircraft and sensor purchases. In addition, he directs Aero-Graphics' flight safety program.

Mr. Doud has filled 12 years of progressively more responsible geospatial roles, including acquisition and project management, proposal creation, analytical aerotriangulation, GIS and orthorectification management, airborne GPS/IMU data refinement, LiDAR data calibration, and photogrammetric compilation and editing experience. Bernie has shown proficiency in planning, mapping, and imaging applications such as Track'Air, Optech FMS Planner, Inpho, Intergraph, and ESRI software suites.

Education and Certifications

Master of Business Administration in Project Management from City University of Seattle

Bachelor of Science in Geographic Information Systems from Brigham Young University

Certified Photogrammetrist with ASPRS (#1449)

Certified Geographic Information Systems Professional with the GIS Certification Institute (#52260)

Member: American Society for Photogrammetry and Remote Sensing

Experience

City of Lubbock, TX Digital Orthophotography, 2015. Responsibilities for this contract included post processing of airborne GPS/IMU data to develop photo center Exterior Orientation (EO) parameters. Additional processing responsibilities included the development of flight data capture geodatabase.

Initial data calibration for the **Kaysville and Bountiful, UT FEMA Floodplain Mapping Projects** (2010) - Kinematic post-processing of airborne GPS/IMU data; initial data calibration via DASHMap and ACalib software, creation of accuracy assessment report.

ABGPS/IMU processing and initial data calibration for the **Idaho Power - Oxbow and Hells Canyon Reservoirs Imagery and LiDAR Project** (2009) - Performed kinematic post-processing of airborne GPS/IMU data and initial data calibration via DASHMap and ACalib software.

Initial data calibration for the **Sevier County FEMA Floodplain LiDAR Mapping Project** in Joseph, UT (2009) - Performed initial data calibration via DASHMap and ACalib software and prepared the LiDAR Accuracy Assessment report for the client.

VIII. Applicable Statute/Ordinance Compliance

BHI and its teammate AGI will comply with and enforce all applicable federal, state statutes, and local ordinances including the Davis-Bacon Federal minimum wage requirements. Online searching of WageDetermionationsOnline.gov indicates compliance expectations with WD 05-2517 (Rev.-18) for Lubbock, TX, and surrounding areas in New Mexico and Oklahoma. BHI will comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates and other statutes as applicable. Survey services will confirm and be compliant with the state of Texas survey law and practice ordinances.

IX. Method for Handling Errors and Omissions

Errors and data omissions are corrected and/or resubmitted for all issues identified in the project's deliverables. It is anticipated the City will perform review on the data directly on City GIS workstations according to internal processes and/or through a BHI-hosted, web-based quality control application. The application will serve final data products via WMS, ECWP, and WFS protocols into a web-browser application that allows error call placement and attribution of error details. Error calls (all error calls generated by BHI or the City) are stored and managed in real time with an SQL server database. BHI owns and uses the current versions of ESRI ArcGIS, ArcGIS Server, ArcGIS Image Server, Geomedia Professional, GeoMedia WebMap, ERDAS Apollo and Safe Software FME to assist with geospatial data management, error call generation, and geodatabase web publishing.

BHI will warranty all project deliverables. It is typical for most errors to be identified within a year from product delivery. This warranty covers all services, products, and deliverable formats specified in our contractual statement of work.

X. Disclosure of Potential Conflicts of Interest

BHI and subcontractor AGI have no past or current obligations that would pose a potential conflict of interest. BHI and its teammate AGI do not have any current contracts with the City of Lubbock.

XI. Additional Materials

BHI has created a 2016 project web portal available at: http://webservices.bhinc.com/lubbock_2016/

XII. Stimulating Growth in Lubbock

In this proposal, BHI has proposed to perform all aspects of the project and only subcontract the aerial photography. BHI remains open to utilizing local resources in the execution of the project.

A. Requested RFP Forms

The following requested forms are included in the following pages unless otherwise noted below.

Signed Contracts	Signed Contracts
RFP Form	Non-Collusion Affidavit
Reference Form	Safety Record Questionnaire
Suspension and Debarment Certification	Signed Contracts not included per 2015 submittal instruction

SUBMIT TO: CITY OF LUBBOCK Purchasing & Contract Management 1625 13th Street, Room 204 Lubbock, TX 79401-3830	**CITY OF LUBBOCK, TX** **REQUEST FOR PROPOSAL**
CONTACT PERSON: Marta Alvarez	AN EQUAL OPPORTUNITY EMPLOYER
TEL: 806.775.2169 FAX: 806.775.2164 http://purchasing.ci.lubbock.tx.us	

RFP 16-12719-MA Digital Orthophotography Project 2016	SUBMITTAL DEADLINE: February 23, 2016 at 2:00 p.m. CST
PRE PROPOSAL MEETING DATE, TIME AND LOCATION: N/A	*Any proposals received after the time and date listed above, regardless of the mode of delivery, shall be returned unopened.*

RESPONDENT NAME: Bohannan Huston, Inc.	IF RETURNING AS A "NO RESPONSE", PLEASE STATE REASON
MAILING ADDRESS: 7500 Jefferson Street NE	
CITY – STATE – ZIP: Albuquerque, NM 87109	THE CITY OF LUBBOCK RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND ALL PROPOSALS IN WHOLE OR IN PART AND WAIVE ANY INFORMALITY IN THE COMPETITIVE PROPOSAL PROCESS. FURTHER, THE CITY RESERVES THE RIGHT TO ENTER INTO ANY CONTRACT DEEMED TO BE IN THE BEST INTEREST OF THE CITY. IT IS THE INTENT AND PURPOSE OF THE CITY OF LUBBOCK THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE THE CITY OF LUBBOCK DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT IF ANY LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATIONS THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS RFP TO A SINGLE SOURCE. SUCH NOTIFICATION MUST BE SUBMITTED IN WRITING AND MUST BE RECEIVED BY THE DIRECTOR OF PURCHASING AND CONTRACT MANAGEMENT NO LATER THAN FIVE (5) BUSINESS DAYS PRIOR TO THE ABOVE SUBMITTAL DEADLINE.
TELEPHONE NO: 505-823-1000	
FAX NO: 505-798-7932	
E-MAIL: dsandin@bhinc.com	
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO. 850202170	

THE VENDOR HEREBY ACKNOWLEDGES RECEIPT OF AND AGREES ITS PROPOSAL IS BASED ON ANY ADDENDA POSTED ON BIDSYNC.COM

The City of Lubbock Charter states that no officer or employee of the City can benefit from any contract, job, work or service for the municipality or be interested in the sale to the City of any supplies, equipment, material or articles purchased. Will any officer or employee of the City, or member of their immediate family, benefit from the award of this proposal to the above firm?_____ YES_X_ NO

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED VENDOR HAVING EXAMINED THE REQUEST FOR PROPOSAL, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

By my signature I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the vendor will convey, sell, assign, or transfer to the City of Lubbock all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Texas for price fixing relating to the particular commodity(s) or service (s) purchased or acquired by the City of Lubbock. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the vendor.

Authorized Signature

Senior Vice President
Title

Dennis Sandin
Print/Type Name

February 19, 2016
Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

City of Lubbock, TX
Digital Orthophotography Project 2016
RFP 16-12719-MA

REFERENCE FORM

Please list three references of current customers who can verify the quality of service your company provides. The City prefers customers of similar size and scope of equipment to this RFP. THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

REFERENCE ONE

Government/Company Name: City of Lubbock

Address: P.O. Box 2000, Lubbock, Texas 79457

Contact Person and Title: Sally Still Abbe, Director of GIS and Data Services

Phone: 806-775-2106 Fax: 806-775-2100

Contract Period: 2015 Scope of Work: 2015 City of Lubbock Orthophotography

REFERENCE TWO

Government/Company Name: New Mexico Interstate Stream Commission

Address: 5550 San Antonio Drive NE, Albuquerque, NM 87109

Contact Person and Title: Cindy Stokes, Project Manager/GIS Specialist

Phone: 505-383-4050 Fax: 505-383-4045

Contract Period: 2015 Scope of Work: 2015 Middle Rio Grande Orthophotography RGB/CIR Mosai

REFERENCE THREE

Government/Company Name: Santa Fe County

Address: 102 Grant Avenue, Santa Fe, NM 87501

Contact Person and Title: Erle Wright, GISP Data Integration Administrator

Phone: 505-986-6350 Fax: 505-986-6206

Contract Period: 2014-2015 Scope of Work: Control, Orthophotography, LiDAR

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of $25,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of $25,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: Bohannan Huston, Inc. Federal Tax ID: 85-0202170

Signature of Company Official:

Date Signed: February 19, 2016

Printed name of company official signing above: Dennis Sandin, RPP, Senior V.P.

City of Lubbock, TX
Digital Orthophotography Project 2016
RFP 16-12719-MA

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Vendor And Attached to Submittal

I, the undersigned Vendor, certify that the insurance requirements contained in this proposal document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Lubbock, I will be able to, within ten (10) business days after being notified of such award by the City of Lubbock, furnish a valid insurance certificate to the City meeting all of the requirements defined in this proposal.

Contractor (Original Signature) — Dennis Sandin, RPP
Contractor (Print)

Contractor's Business Name: Bohannan Huston, Inc.
(Print or Type)

Contractor's Firm Address:

7500 Jefferson Street NE

Albuquerque, NM 87109

NOTE TO CONTRACTOR
If the time requirement specified above is not met, the City has the right to reject this proposal and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management for the City of Lubbock at (806) 775-2572.

The Vendor must complete, sign and return as part of their submittal response.

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS
§
LUBBOCK COUNTY

Dennis Sandin, RPP being first duly sworn, on his/her oath, says that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and s/he further says that the said bidder has not directly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding; and that said bidder has not in any manner sought by collusion to secure to self an advantage over any other bidder or bidders.

Bohannan Huston, Inc.
NAME OF FIRM

SIGNATURE OF BIDDER

Senior Vice President
TITLE

Subscribed and sworn to before me this 19th day of February, 2016.

Monica Adriana Rodriguez
Notary Public in and for the State of Texas residing at:

OFFICIAL SEAL
MONICA ADRIANA RODRIGUEZ
Notary Public
State of New Mexico
My Comm. Expires 3/13/16

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

SAFETY RECORD QUESTIONNAIRE

The City of Lubbock City Council desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential contractors prior to awarding proposals on City contracts. Pursuant to Section 252.0435 of the Local Government Code, City of Lubbock has adopted the following written definition and criteria for accurately determining the safety record of a vendor prior to awarding proposals on City contracts.

The definition and criteria for determining the safety record of a vendor for this consideration shall be:

The City of Lubbock shall consider the safety record of the vendors in determining the responsibility thereof. The City may consider any incidence involving worker safety or safety of the citizens of the City of Lubbock, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:

a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the vendor for violations of OSHA regulations within the past three (3) years.

b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of State Health Services (DSHS), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

c. Convictions of a criminal offense within the past ten (10) years, which resulted in bodily harm or death.

d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the vendor and his or her ability to perform the services or goods required by the proposal documents in a safe environment, both for the workers and other employees of vendor and the citizens of the City of Lubbock.

In order to obtain proper information from vendors so that City of Lubbock may consider the safety records of potential contractors prior to awarding proposals on City contracts, City of Lubbock requires that vendors answer the following three (3) questions and submit them with their proposals:

QUESTION ONE

Has the vendor, or the firm, corporation, partnership, or institution represented by the vendor, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES_____ NO_X_____

If the vendor has indicated YES for question number one above, the vendor must provide to City of Lubbock, with its proposal submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

QUESTION TWO

Has the vendor, or the firm, corporation, partnership, or institution represented by the vendor, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES_____ NO_X_____

If the vendor has indicated YES for question number two above, the vendor must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the vendor, or the firm, corporation, partnership, or institution represented by vendor, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted in serious bodily injury or death?

YES_____ NO_X_____

If the vendor has indicated YES for question number three above, the vendor must provide to City of Lubbock, with its proposal submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF LUBBOCK

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my proposal to be rejected.

Signature

Senior Vice President

Title

The Vendor must complete, sign and return as part of their submittal response.

Best and Final Offer

Description	Fee
Mobilization	Waived
Acquisition & Processing	$35,650.00
3" Imagery and Other Required Deliverables	$50,000.00
1' Image Mosaic	$550.00
True Orthos (area per scope)	$2,500.00
Pre-built ArcGIS image service	$1,000.00
Building Planimetrics	$5,500.00
Best and Final Offer	***$95,200.00***

Optional Services included in Contract:

Two Permanently Monumented Control Points	$1,600.00
Total Contract Price	***$96,800.00***

Exhibit C
Insurance

INSURANCE COVERAGE REQUIRED

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

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

TYPE	AMOUNT
1. Worker's Compensation	Statutory
2. Commercial General Liability insurance including coverage for the following: a. General Aggregate b. Products-Comp/OP AGG c. Personal & Adv. Injury d. Contractual Liability	Combined single limit for bodily injury and property damage of $1,000,000 per occurrence or its equivalent.
3. Professional Liability	Combined single limit of a minimum of $1,000,000 each occurrence and in the aggregate.
4. Automobile Liability **Any Auto**	Combined single limit for bodily injury and property of $500,000 per occurrence or its equivalent.
5. Aviation Liability	Combined single limit for bodily injury and property of $500,000 per occurrence or its equivalent.
6. Employers Liability	$500,000

The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary and non-contributory basis to include Products and Completed Operations endorsement with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

.

NOTICES

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

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

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

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

City of Lubbock, TX
Capital Project
Project Cost Detail
April 28, 2016

Capital Project Number:	8586
Capital Project Name:	Digital Orthos & Storm Water Utility Maintenance

	Budget
Encumbered/Expended	
Bohannan Hustin Inc Contract 12079	$ 82,800
Halff Associates Contract 12107	7,000
Halff Associates Contract 12472	4,000
Abacus Computers, Inc.	5,172
Halff Associates Contract 12737	12,700
Agenda Item April 28,2016	
Bohannon Huston, Inc.	98,000
Encumbered/Expended To Date	209,672
Estimated Costs for Remaining Appropriation	
Unallocated	40,328
Remaining Appropriation	40,328
Total Appropriation	$ 250,000

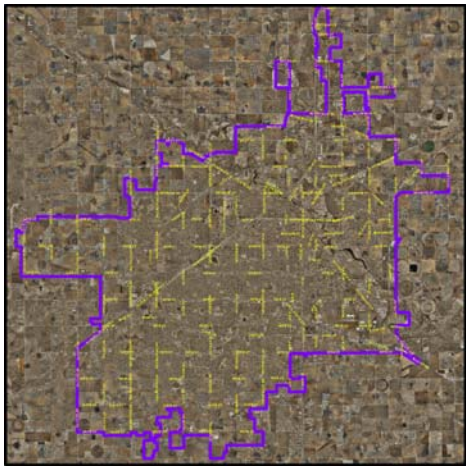
Project Name **Digital Orthos and Stormwater Utility Maint** *Project Number* **8586**

Managing Department **G I S & Data Services**

Project Manager **Sally Abbe**

Project Classification **Administrative**

Project Status **Approved**



Project Scope

The project includes digital orthophotos for approximately 200 square miles, including land within the city limits and Extraterritorial Jurisdiction (ETJ), and for updated planimetric building outline Geographical Information System (GIS data collected from the imagery. Ongoing maintenance of the stormwater utility accounts will be maintained and updated as newly developed properties are properly evaluated based on new orthophotos. Proper accounting for new impervious areas will provide for accurate classification of properties within the new stormwater billing structure.

Project Justification

Due to the increased usage and decreasing cost of digital imagery and related data, the City of Lubbock needs to implement more frequent updates to these products than the every 5 year schedule it has maintained for decades. This request is for new digital orthophotos and update of planimetric building outline data. Uses for this updated information have been identified in the following areas, though more uses are anticipated:

- Data source for creating and updating calculations for Storm Water utility billing.
- Updated digital imagery for maps used for City Council and board and commission presentations, capital projects analysis and reporting and other city functions.
- Updated images for use in the Tiburon Computer Aided Dispatch (CAD) system for Police and Fire, Energov Permitting and License software, and other applications that include mapping.
- Web based mapping, including GISDS main site and specialized maps across the city's websites.
- Historical sets of aerial imagery for change detection, crime analysis, transportation planning, and other applications that would benefit from analysis across time.

Ongoing maintenance and updates to the stormwater utility system will be required based on continual new information derived from orthophotos. Imagery will be evaluated against previous imagery to determine new developments and changes to existing properties for correct billing practices.

Project History

$100,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
$150,000 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, September 10, 2015.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Other Activities	100,000	150,000	150,000	150,000	100,000	100,000	100,000	850,000
Total Project Appropriation	100,000	150,000	150,000	150,000	100,000	100,000	100,000	850,000

Project Name **Digital Orthos and Stormwater Utility Maint** *Project Number* **8586**

Funding Detail	Funding to Date	FY 2015-16	Unappropriated Planning Years FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Funding
FY 2014 Storm Water Pay-As-You-Go	100,000	0	0	0	0	0	0	100,000
FY 2016 Storm Water Pay-As-You-Go	0	150,000	0	0	0	0	0	150,000
FY 2017 Storm Water Pay-As-You-Go	0	0	150,000	0	0	0	0	150,000
FY 2018 Storm Water Pay-As-You-Go	0	0	0	150,000	0	0	0	150,000
FY 2019 Storm Water Pay-As-You-Go	0	0	0	0	100,000	0	0	100,000
FY 2020 Storm Water Pay-As-You-Go	0	0	0	0	0	100,000	0	100,000
FY 2021 Storm Water Pay-As-You-Go	0	0	0	0	0	0	100,000	100,000
Total Funding Sources	100,000	150,000	150,000	150,000	100,000	100,000	100,000	850,000

Regular City Council Meeting **6. 20.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31027024 with Bruckner Truck Sales of Lubbock, Texas, for one roll-off container assembly mounted on a 3-axle truck chassis, ITB 16-12752-SS.

Item Summary

The purchase order contract is for one 2017 Mack GV713 roll off truck for Solid Waste Disposal Department. A bid tabulation is provided. Five bids were received from the following vendors:

Bruckner Truck Sales, Lubbock, Texas

Lubbock Truck Sales, Lubbock, Texas

Lubbock Truck Sales, Lubbock, Texas

Southwest International, Arlington, Texas

Rush Truck Sales, Lubbock, Texas

Staff recommends award to the lowest bidder that meets specifications to Bruckner Truck Sales for $156,005. Rush Truck Sales did not complete the bid form as requested and therefore, are considered not responsive.

Fiscal Impact

The vehicle is approved in the Adopted FY 2015-16 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Purchase Order Contract - Bruckner Truck Sales, Inc.

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. 31027024 for the purchase of one (1) Roll-Off Container Assembly Mounted on a 3-Axle Truck Chassis, as per ITB 16-12752-SS, by and between the City of Lubbock and Bruckner Truck Sales, Inc., of Lubbock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Purchase Order 31027024 – Bruckner Truck Sales, Inc. – Roll-Off Container Assembly
April 14, 2016

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 04/04/2016
Order Number 31027024 000 OP
Branch/Plant 3526

TO: BRUCKNER TRUCK SALES INC
P O BOX 12068
1125 E SLATON HWY
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: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 04/04/2016 Freight
Requested 10/31/2016 Taken By S SUMMERS
Delivery PER D GAMBOA REQ #47102 ITB 16-12752-SS

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Roll off 3 Axle truck	1.000	156,005.0000	EA	156,005.00	10/31/2016
5515- Spec 808SW					

Total Order

Terms NET 30 156,005.00

This purchase order encumbers funds in the amount of $156,005.00 awarded to Bruckner Truck Sales, Inc. of Lubbock, TX on April 28, 2016. The following is incorporated into and made part of this purchase order by reference ITB 16-12752-SS dated March 17, 2016 Bruckner Truck Sales, Inc. of Lubbock, TX. Resolution #_____

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Bid Form
Roll-Off Container Assembly Mounted on 3-Axle Truck Chassis
City of Lubbock, TX
ITB 16-12752-SS

In compliance with the **Invitation to Bid 16-12752-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 **16-12752-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 *	Delivery (Days) ARO**
1.	1	Each	Roll-Off Container Assembly Mounted on 3-Axle Truck Chassis, per Specification No. 808-SW	$ 156,005.00	180
	Model Year, Brand Name and Model Number: 2017, MACK, GU713				

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

****ARO – After Receipt of Order**

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.

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

CITY OF LUBBOCK, TX
MINIMUM SPECIFICATIONS
ROLL-OFF CONTAINER FRAME ASSEMBLY MOUNTED ON A THREE-AXLE TRUCK CHASSIS
SPEC: 808-SW

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

VENDOR NAME: Bruckner Truck Sales PHONE: 806-745-9494
MAKE: Mack MODEL: GU713 YEAR: 2017

NO.	ITEM.	MINIMUM REQUIREMENTS	SELLER COMPLIANCE YES		NO
	GENERAL	Tandem rear drive truck chassis with mounted, tilt frame assembly, provided with all features to handle the roll-off type, 30 to 40 cubic yard containers of nominal 22 to 24 feet lengths. Equipment furnished for the specification shall comply with all applicable requirements of the Environmental Protection Agency's Exhaust Emission Standards (940 CFR 85) as issued under authority of the Clean Air Act, as amended, (42 USC 1857, et seq,). It shall be the responsibility to the vendor to ensure that the equipment furnished meets the most recent requirements of all applicable laws. In the event equipment is furnished that is not in compliance with the law, it shall be the responsibility of the vendor to make all necessary modifications to the equipment required to achieve compliance with these laws. **A Certificate of Conformity on the engine is to be furnished with bid submission.**	✓		
1.	CHASSIS	Truck chassis shall be a conventional cab, design with tilt front hood, diesel engine powered, with straight frame, and tandem drive axles.	✓		
2.	CAB TO AXLE	Cab to axle trunnion shall match body lift installed.	✓		
3.	CAB	Cab shall be of the conventional type full width design, with tilt hood feature, including all components as normally offered to the general public, such as sound suppression insulation, headliner, dome light, full instrumentation, dual sun visors, and door mounted armrest. Cab to have air cab mounts.	✓		
4.	ELECTRICAL	OEM 12 volt starting system, with 12-VDC electrical system. instrumentation shall include full gauges of either analog or digital display for engine oil pressure, Coolant temperature, battery voltage or charging amps, fuel level, tachometer, speedometer, and air pressure. All electrical wire harness shall be enclosed in loom and furnished with grommets when passing through any metal component. Pre-Trip exterior light test switch.	✓		
5.	RADIO	Radio Am/FM radio shall be furnished	✓		
6.	AIR CONDITIONER	OEM AC unit with dash outlets.	✓		

7.	**HEATER DEFROSTER**	OEM fresh air heater defroster assembly.	✓		
8.	**GLAZING**	OEM tinted windows all locations.	✓		
9.	**WASHER/WIPERS**	OEM wiper with intermittent operation and washers.	✓		
10.	**SEATING**	OEM air ride seats with cloth fabric covering, with seat belts with adjustable arm rest on driver seat only.	✓		
11.	**BUMPER**	OEM full width front bumper.	✓		
12.	**TOW HOOKS**	Chassis shall have two (2) front and two (2) rear, frame mounted with hooks.	✓		
13.	**MIRRORS**	West coast mirrors on each side with heads not less than 5x16 inches, with separate convex heads of not less than 5 inch diameter mounted separately, below mirror heads.	✓		
14.	**HORNS**	OEM electric and air horns.	✓		
15.	**ASSIST HANDLES**	Handles mounted on each side of cab, providing grip location for entry or exit.	✓		
16.	**COLOR**	Cab color OEM fleet white, with black frame.	✓		
17.	**ENGINE**	Minimum OEM classed 13 liter, diesel fueled, four stroke/cycle, turbocharged, liquid cooled engine with electronic controlled emissions, RPMs, and safety alarms, rated at not less than 400 net horsepower, with not less than 1,450 pounds torque within governed RPMs. 110V-AC engine block heater, with connector for plugging into standard 110V-AC grounded electrical outlet.	✓		
18.	**TRANSMISSION**	Transmission shall be an Allison electronic 4500 RDS automatic, rated for not less than 1400 ft. lbs. torque, and provide not less than six (6) forward speeds and one (1) reverse.	✓		
19.	**FRONT AXLES**	Front axle shall provide not less than 18,000 lbs. capacity and include oil filled hubs and cabs.	✓		
20.	**REAR AXLES**	Rear tandem assembly shall provide not less than 44,000 lbs. capacity with suspension rated as required. Rear axles shall provide tandem drive design interlocking drive feature.	✓		
21.	**STEERING**	OEM power assisted steering shall be furnished.	✓		
22.	**SUSPENSION**	Front suspension shall include shock absorbers and rear suspension shall be the "Hendrickson HN400 Series, 46,000 pound capacity, with 54 inches axle spacing.	✓		
23.	**BRAKES**	Full air operated brake system meeting DOT standards with "S" cam design, automatic slack adjusters, automatic heated air dryers and spring applied parking brake feature. All drums shall be out-board mounted design. Air compressor shall be rated at not less than 15 CFM.	✓		
24.	**WHEELS**	Ten hole, hub pilot disk type wheels shall be furnished.	✓		
25.	**TIRES**	Front tires shall be 385/65 R22.5, 18 ply front highway tread or City approved alternate. All rear tires shall be Duraseal 11R/ 24.5/ 14 ply, mud and snow tread, or City approved alternate.	✓		
26.	**BATTERIES**	OEM battery configuration providing not less than 1800 CCA.	✓		
27.	**ALTERNATOR**	OEM heavy duty truck application design of not than 100 AMPS at 12 volt rating.	✓		
28.	**LIGHTING**	Truck lighting shall conform with all state DPS, and federal DOT requirements. Chassis and body shall be equipped with LED			

		lights. Front grill of cab shall be equipped with LED Whelen M4 series amber/blue split with clear lens; Item#EVS-M4M.	✓		
29.	**FUEL TANK(S)**	OEM fuel capacity of not less than 100 gallons.	✓		
30.	**EXHAUST**	Shall meet EPA standards.	✓		
31.	**TILT FRAME**	The tilt frame shall be a "Galbreath" model U5-IO-194, or City approved equal. The frame shall accommodate either inside or outside rail designed containers. The frame shall be designed and furnished with related attachments as required for loading, transporting, unloading roll-on, roll-/off type containers and of 22 to 24 feet length with a gross weight of 60,000 pounds. Shall have full size steel diamond plate fenders.	✓		
32.	**TOOL BOX**	Shall have a steel tool box 36" length, 20" width, 20" depth located on the left side of the truck frame.	✓		
33.	**SECUREMENT SYSTEM**	Shall have front automatic spring lock and rear air automatic lock box –The Hooker by Galfab or City approved equal.	✓		
34.	**CAPACITY**	Frame system design shall provide a load, carry and dump capacity rating of not less than 60,000 pounds	✓		
35.	**CONTAINER STOP**	Forward end of tilt frame shall be furnished with a heavy metal device designed to stop and hold container when fully loaded onto the frame. The device shall be designed with a minimum of 250% load safety factor.	✓		
36.	**SIDE ROLLERS**	Frame shall be furnished with side rollers designed to support the weight of the containers while loading and unloading the container. Rollers shall be furnished for both inside and outside frame designed containers.	✓		
37.	**DUMP ANGLE**	Frame design shall provide for not less than 45 degrees dump angle while parked on a level surface	✓		
38.	**HOIST CYLINDER OR WINCH**	A hydraulic powered winch or hoist cylinder shall be furnished and equipped with cab mounted controls located convenient to seated operator. The loading system shall provide smooth even loading unloading capability without assistance. The system shall contain covered cable sheaves not smaller than ten inches diameter.	✓		
39.	**OVAL EYE CONNECTOR**	Oval eye connector shall be of drop forged design, approximately 12 inches in length, with an opening of 4 1/8 inch long x 1 7/8 inch wide x 3 5/8 inch thickness.	✓		
40.	**HYDRAULIC POWER**	Hydraulic pump shall be PTO driven, mounted transmission. Pump and PTO shall be unit construction. The hydraulic tank shall be not less than 40 gallons capacity and shall be mounted on chassis frame, with lowest point higher than bottom of differential housing. The system shall include a full flow spin on filter with shut-off valve allowing easy filter change. No high pressure hydraulic hoses shall be routed within the cab area.	✓		
41.	**PTO**	PTO shall be air or electric operated, hot shift engagement capability, and transmission mounted design. Programmed to include 2nd gear lockout to allow operator to use hoist in reverse, neutral and first gears only. PTO and pump shall be of the unit construction, without drive shaft.	✓		
42.	**CONTROLS**	System shall have in-cab electric or pneumatic controls for dumping, loading or unloading containers. Lever and cable controls are not acceptable. In addition to in-cab controls a set of controls shall be located at the rear of cab, on the driver side, for operation while standing on surface level alongside the truck.	✓		

43.	**FRAME HINGE**	Tilt frame shall be furnished with heavy hinges welded to tilt frame and attached to truck frame with manufacturer's standard practice.	✓		
44.	**LOAD TARP**	Roll-off frame assembly shall be furnished with an automatic tarping system; "Pioneer cover-all", Model RP4500 SARG, rack and pinion design, or City approved equal. The system shall be a hydraulic operated, self-contained, load tarp down assembly. The tarp down assembly shall include side mounted controls, and a frame work with roller and full length tarp fabric. The tarp roller shall be furnished with a full width cradle providing support when not deployed. Tarp roller support arms shall be moved by hydraulic cylinders from cradle to full cover location and back to cradle position. Tarp fabric shall be of a tear resistant, weatherproof material.	✓		
45.	**PAINT**	Cab and wheel color with clear coat shall be OEM fleet white with chassis, suspension, axles, and tilt frame painted black.	✓		
46.	**WARRANTY**	All hydraulic cylinder, hoses, valves, tanks, and PTO pump, shall be warranted for not less than 24 months, 100%, parts and labor. All other components of the loading and dumping system shall be warranted for a period of 60 months against defective materials, defective design, defective welds and defective workmanship. Written detailed explanation of covered components that includes a complete listing of exclusions. Zero deductible. Chassis vendor shall provide a final warranty registration form upon delivery to the City of Lubbock.	✓		
47.	**MISCELLANEOUS**	Vendor shall provide a suggested repair parts stock list, including the part numbers of all filters, belts, and air cleaners.	✓		
48.	**FLOOD LIGHTS**	Shall be equipped with 4 (four) floodlights, to be mounted: 1. 2 (two) on top of tarp cradle frame. 2. 2 (two) on rear bumper.	✓		
49.	**MANUALS**	Shall provide operator and service manuals	✓		

OPTION

EXTENDED WARRANTY	Extended warranty with full bumper to bumper coverage for five (5) years and a minimum of 100,000 miles warranty may exclude normal service, such as oil changes, tires and brake lining, but shall be explained fully with response. When extended warranty option purchased, the Allison transmission shall be furnished with synthetic oil as required to support extended warranty. Written detailed explanation of covered components that includes a complete listing of exclusions. Zero deductible.	$ 12,368.00
Bluetooth Capable Radio	Radio Am/FM radio and Bluetooth capabilities with clock display shall be furnished	$ N/C

PROVIDE BUILD DATES IN SPACE BELOW

	BUILD DATE:	7/1/16

MSO and paperwork
Vehicle/equipment will not be accepted by the City of Lubbock without

City of Lubbock, TX
Fleet Services
Bid Tabulation
April 28, 2016

ITB 16-12752-SS
Roll-Off Container Frame Assembly Mounted on 3-Axle Truck Chassis

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Price
1	1	EA	Roll-Off Container Assembly Mounted on 3-Axle Truck Chassis			
			Southwest International Trucks, Inc.	Arlington, TX	$ 152,063	**NQAS
			Southwest International Trucks, Inc.	Arlington, TX	155,183	NQAS
			Bruckner Truck Sales	**Lubbock, TX**	**156,005**	**156,005**
			Lubbock Truck Sales	Lubbock. TX	156.152	156.152
			Lubbock Truck Sales	Lubbock, TX	158,546	158,546
			Rush Truck Center	Lubbock, TX	158,680	*NR
			Southwest International Trucks, Inc.	Arlington, TX	165,748	165,748
			Southwest International Trucks, Inc.	Arlington, TX	168,868	168,868
			Southwest International Trucks, Inc.	Arlington, TX	179,410	179,410
			Southwest International Trucks, Inc.	Arlington, TX	182,030	182,030

*NR - Non-Responsive
**NQAS - Not Quoted As Specified

Regular City Council Meeting **6. 21.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute a contract with Gorman Outdoor Inc. for fertilization for various parkland properties, ITB 16-12772-KK.

Item Summary

This contract will provide for fertilization for various parkland properties during the 2016 season. Two applications of granular fertilizer will cover approximately 1,127 acres. The fertilizer application will improve turf health and appearance. The granular fertilizer will be a blend of 16-4-6 +2% Iron and micronutrients.

Bids were received from the following companies. A bid tabulation is provided:

Gorman Outdoor, Inc. Lubbock, TX

Hardy Trees, Inc. Lubbock, TX

Staff recommends Items 5 and 6 be awarded to Gorman Outdoor, Inc., of Lubbock, TX for $180,260.

Fiscal Impact

This contract will be funded by the Parks and Recreation Operating Budget.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Gorman Outdoor, Inc

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, Contract No. 12772 per ITB 16-12772-KK for the fertilization of various park properties, by and between the City of Lubbock and Gorman Outdoor, 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 _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Contract 12772 – Gorman Outdoor, Inc. – Fertilization of Various Parks
March 21, 2016

Contract 12772

City of Lubbock, TX
Contract for Services
Fertilization for Various Parkland Properties

THIS CONTRACT made and entered into this **28th** day of **April, 2016**, by and between the City of Lubbock ("City"), and **Gorman Outdoor, Inc.,** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for fertilization for various parkland properties and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said fertilization for various parkland properties.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, fertilization for various parkland properties and more specifically referred to as Items 5 and 6 on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall begin upon City Council date of formal approval and shall be executed in accordance with the 2016 Parkland Turf program attached hereto. Application dates may vary.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability	$1,000,000
Commercial General Liability	
General Aggregate	
Personal & Adv Injury	
Products-Comp/Op AGG	
Contractual Liability	
Automotive Liability	$1,000,000
Any Auto	
Workers Compensation	Statutory Amounts
Or	
Occupational Medical and Disability	$500,000

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis on auto/general liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

8. 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.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments

by the City, Contractor shall refund the City the full amount of such overpayments within thirty 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. 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 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.
11. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract insurance requirements
12. This Contract consists of the following documents set forth herein; Invitation to Bid 16-12772-KK, Specifications, and the Bid Form.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Justin Pruitt

Justin Pruitt, Assistant City Attorney

CONTRACTOR

BY J Bret Gorman
Authorized Representative

J Bret Gorman
Print Name

7712 N FM 179
Address

Shallowater TX 79363
City, State, Zip Code

BID FORM
Fertilization for Various Parkland Properties
City of Lubbock, TX
ITB 16-12772-KK

In compliance with the Invitation to Bid 16-12772-KK, 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 16-12772-KK is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	APPLICATION (dates may vary)	UNIT OF MEASURE (+/-)	PRODUCT	APPLICATION RATE	COST PER ACRE	EXTENDED COST
PARKS AND RECREATION						
~~1.~~	Application, Parks April 15 – May 15, 2016	1,126.62 Acres	16-4-6+2%FE +micronutrients	~~275 lbs. per acre~~	~~$~~ 95 =	~~107,028.90~~
~~2.~~	Application, Parks Aug 15 – Sept 15, 2016	1,126.62 Acres	16-4-6+2%FE +micronutrients	~~275 lbs. per acre~~	~~95 =~~	~~107,028.90~~
~~3.~~	Application, Parks April 15 – May 15,2016	1,126.62 Acres	16-4-6+2%FE +micronutrients	~~250 lbs. per acre~~	~~88 =~~	~~99,142.56~~
~~4.~~	Application, Parks Aug 15 – Sept 15, 2016	1,126.62 Acres	16-4-6+2%FE +micronutrients	~~250 lbs. per acre~~	~~88 =~~	~~99,142.56~~
5.	Application, Parks April 15-May 15, 2016	1,126.62 Acres	16-4-6+2%FE +micronutrients	225 lbs. per acre	80 =	90,129.60
6.	Application, Parks Aug 15 – Sept 15, 2016	1,126.62 Acres	16-4-6+2%FE +micronutrients	225 lbs. per acre	80 =	90,129.60
~~7.~~	One Time Application Parks	1,126.62 Acres	38-0-0-4%Sulfur+3% FE	~~144 lbs. per acre~~	~~72 =~~	~~81,116.64~~
~~8.~~	Application on Athletic Fields Only	~~386 Acres~~	16-4-6+2%FE +micronutrients	~~250 lbs. per acre~~	~~102 =~~	~~31,212.00~~
CITY OF LUBBOCK CEMETERY (COL)						
~~9.~~	Application, COL Cemetery April 15-May 15, 2016	~~161 Acres~~	16-4-6+2%FE +micronutrients	~~275 lbs. per acre~~	~~134 =~~	~~4,574.00~~
~~10.~~	Application, COL Cemetery Aug 15 – Sept 15, 2016	~~161 Acres~~	16-4-6+2%FE +micronutrients	~~275 lbs. per acre~~	~~134 =~~	~~4,574.00~~
~~11.~~	Application, COL Cemetery April 15-May 15, 2016	~~161 Acres~~	16-4-6+2%FE +micronutrients	~~250 lbs. per acre~~	~~106.00~~	~~17,066.00~~

$180,259.20

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 Gorman Rutlaer a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Gorman Rutlaer Inc

Address: 7212 N FM 179

City: Shallowater State: TX Zip 79363

Bidder acknowledges receipt of the following addenda:

Addenda No. — Date —
Addenda No. _____ Date_____

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific Americ		Other (Specify)

By J Brett Gorman Date: 3/14/16
Authorized Representative - must sign by hand

Officer Name and Title: J Brett Gorman President

City of Lubbock, TX
ITB 16-12772-KK
Fertilization for Various Parkland Properties
Specifications

General. To provide chemicals and application of fertilization for weed control to selected park lands.

1.0 DEFINITIONS

1.1 **Agent** - An employee of the City of Lubbock, who is appointed by the City to monitor the work and actions of the contractor.

1.2 **City** - The City of Lubbock, TX, municipal corporation in Lubbock County, Texas.

1.3 **City Council** - City Council of the City of Lubbock, TX.

1.4 **Contract Time** - The number of allowable days to complete the contract.

1.5 **Contractor** - The individual, firm, partnership, joint venture, or corporation contracting with the City to perform work.

1.6 **Director of Cemetery** - The individual whom shall act on the City's behalf to ensure compliance with the contract requirements, such as but not limited to, acceptance, inspection and delivery of all Cemetery properties. All questions, notices, or documentation arising under this agreement pertaining to Cemetery properties shall be addressed to the Director of Cemetery.

1.7 **Deputy Chief, Fire Department** - The individual whom shall act on the City's behalf to ensure compliance with the contract requirements, such as but not limited to, acceptance, inspection and delivery of all Fire Department properties. All questions, notices, or documentation arising under this agreement pertaining to Cemetery properties shall be addressed to the Deputy Chief, Fire Department.

1.8 **Extra Work** - Work over and above that called for in the contract.

1.9 **Mayor** - The duly appointed official of the City of Lubbock, TX, who is empowered by the City Charter to enter into a contract in behalf of the City.

1.10 **Notice to Proceed** - Written notice to the Contractor issued and signed by the authorized Agent stating the date on which the Contractor should proceed with work as stated in the contract.

1.11 **Parks Manager** - The individual whom shall act on the City's behalf to ensure compliance with the contract requirements, such as but not limited to, acceptance, inspection and delivery of all Parks properties. All questions, notices, or documentation arising under this agreement pertaining to Parks properties shall be addressed to the Parks Manager.

1.12 **Specifications** - The directions, provisions, and requirements pertaining to the method and manner of performing the work or to the quality of the materials and equipment to be furnished under the contract.

1.13 **Subcontractor** - Any individual, firm, partnership, or corporation licensed or otherwise authorized by law to do business in Texas, to whom the Contractor, with written consent of the City, sublets a part of the work.

1.14 **Surety** - The Corporation, partnership or individual, duly authorized and admitted to do business in Texas and licensed by the State of Texas to issue surety bonds, who is bound with and for the Contractor to assume legal liability for the faithful performance of the contract.

1.15 **Unit Price** - Payment to the contractor based on a unit or portion of the work performed.

1.16 **Work** - All work, including the furnishing of staff, equipment, materials, and other incidentals necessary for the performance of the contract.

2.0 TERMS AND CONDITIONS

2.1 **Work:** It is the intent for the Contractor to provide for completion in every detail the work described herein. The Contractor shall provide all labor, tools, transportation, materials, and equipment necessary to complete the work in accordance with specifications provided and terms of the contract. Fertilizer will be applied within 10 business days, weather permitting. Any changes to this schedule will be at the discretion of the Parks Manager.

2.2 **Specification Change**: During the term of the Contract, the City may cancel applications to certain parks, thereby decreasing the contract; acreage pricing will be used to determine cost adjustments. All changes shall be in writing.

2.3 **Changed Condition**: If the Contractor finds latent conditions which differ from those outlined in the contract or specifications which differ from customary work, and which the Contractor could not have discovered during the investigation of the site prior to the bid, and in which such condition increased the expense to the Contractor, immediate written notice shall be promptly mailed to the Parks Manager. The Contractor shall afford the City the opportunity to inspect the same. After inspection by the City, the Contractor shall not delay work pending a decision to be made by the City regarding the claim. Failure of the Contractor to give prompt written notice and afford the City the opportunity to inspect the condition, before it is disturbed, shall be deemed a waiver by the Contractor of all claims and extra compensation arising out of the alleged condition. If the City determines that the Contractor is entitled to extra compensation by reason of increased expense to the Contractor and caused by the condition, and finds that the condition requires work not covered in the contract, a change order may be executed for additional compensation which shall be agreed upon by all parties involved. Additional time may be granted if the City deems additional time is necessary to accomplish the job. No change order or combination of change orders shall exceed twenty-five percent (25%) of the total contract.

2.4 **Clean-up**: As specified in the Maintenance Standards Specifications, all work shall be cleaned up and waste materials removed from the site. No equipment shall be left unattended at sites and all material removed from the job shall be at the Contractor's expense. If materials or waste are not removed from the site, written notification from the Agent shall be delivered to the Contractor. The Contractor shall have forty-eight (48) hours to remove the material in question. If the material in question is not removed in the forty-eight (48) hour period, the City shall remove the material and the Contractor shall be charged for the expense. Payment to the city for said expenses shall be deducted for the

Contractor's payment. If such conditions continue, the contract may be terminated due to breach of contract.

2.5 **Preservation and Restoration of Property**: The Contractor is responsible for the preservation of all City owned and adjacent property owner lands which the Contractor may come into contact with. The Contractor shall use every precaution necessary to prevent damage to trees, shrubs, above and below ground structures, utilities and any other form of property. Should damage occur, it is the Contractor's responsibility to report the damage to the Parks Manager or his Agent as soon as possible but not exceeding twenty-four (24) hours from the time damage occurred. If damage occurs as a result of Contractor's actions, the Contractor shall be held responsible to repair or replace the damaged property at their own expense. Time required to repair damaged property shall be expedient and to the approval of the Parks Manager or his Agent. If the damage is not repaired in the agreed upon time period, the City may after forty-eight (48) hours' notice from the Parks Manager, proceed to repair the damage. The Contractor shall be held financially responsible for the repair work and the cost shall be deducted from the Contractor's payment.

2.6 **Equipment**: The Contractor shall provide everything necessary to fulfill the requirements of this contract. All equipment shall meet all applicable Federal, State and Local laws and regulations. Contractor's equipment is subject to inspection and approval of the Parks Manager or his Agent. If the Parks Manager or his Agent deems the equipment faulty or if the equipment is damaging the turf in anyway, the Contractor shall remove the equipment from the premises. All fertilizing equipment that will be used to apply fertilizer must have turf tires. At a minimum for large area fertilizations, Contractor will need at a minimum a pull-behind unit that holds a minimum of 5 tons of fertilizer and a calibration unit that shows the rate at which the fertilizer is being applied. Turf tires are required.

2.7 **Property Boundary:** Parks & City Facilities; When the property to be maintained is bound by a street, the scope of maintenance will extend to roadway, if the boundary is an alley, application will consist of a minimum of one half of alley. When the area is bound by anything other than a street or alley, the physical property line will serve as the project boundary.

2.8 **Termination of Contract**: This contract shall remain in effect until performance of services ordered, or termination of either party with a thirty (30) day written notice by either party prior to any cancellation. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

3.0 CONTROL OF WORK

3.1 **Authority of the Parks Manager** - It is understood by all parties that the work is to be done to the satisfaction of the Parks Manager or his authorized agent(s). The Parks Manager shall interpret all specifications, and shall determine the acceptability of all work. The Parks Manager shall decide the quality, and amount of all work done and shall determine the amounts to be paid under the contract. The Parks Manager shall be the sole administrator of claims and his decision shall be final, conclusive and binding on all parties.

3.2 **Authority of the Agent**: The Parks Manager may appoint an Agent or Agents to serve as an inspector. The Agent(s) shall be allowed to inspect all work at any time. The Agent shall not be allowed to alter, revise, add, or delete anything from

the contract or specifications. An Agents duties shall include keeping the Parks Manager notified as to the progress of the job and the procedures involved in completing the job. The Agent shall call to the attention of the Parks Manager and the Contractor any deviation of contract or specifications, but failure of the Agent or of the Parks Manager to call to the attention of the Contractor any deviation of the contract or specifications shall not constitute acceptance of said work. The Agent shall have the authority to suspend any work pending a decision by the Parks Manager.

3.3 **Extra Work**: Extra work being done by the Contractor without authorization through change orders, or work which is not shown on the contract or specifications, shall be considered as unauthorized work; and if performed shall be at the risk of the Contractor. The Parks Manager reserves all rights to refuse payment for such work.

3.4 **Unauthorized Work**: All work and/or materials which do not conform to the contract and specifications, and work done contrary to written instructions of the Agent or Parks Manager shall be done at the expense of the Contractor. The Contractor may be ordered to remedy such work at its own expense. If Contractor damages adjacent property, the Contractor shall remedy such property at its own expense.

3.5 **Final Inspection**: Final Inspection of the site shall take place by the Parks Manager or his appointed Agent as soon as possible after the completion of the project. If the project is completed in cycles, the project shall be inspected after each cycle by the Agent. The Contractor shall be allowed to be present at the examination. If the inspection reveals any defective work, the Parks Manager or his Agent may require the work to be remedied before final acceptance is granted. All said remedies shall be at the expense of the Contractor.

3.6 **Laws and Regulations**: The Contractor and any subcontractor(s) shall at all times comply with all local, county, state and federal laws. The Contractor and his subcontractor shall abide by all Labor Laws observed by the State of Texas. The Contractor shall comply with all Federal, State and Local Environmental Protection Laws, and regulations. The Contractor shall comply with all applicable Federal, State and local laws and regulations regarding pollution of rivers, lakes, streams and other waters. The Contractor shall store, handle, use and dispose of chemicals, fuels, oils, greases and other materials in a manner which prevents them from entering surface or ground waters. Upon receipt of notice of noncompliance of environmental protection provisions, the Contractor shall take immediate corrective action at the Contractor's expense. If the Contractor fails or refuses to immediately take corrective action, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Applications shall be performed through a Licensed Applicator. The contractor shall furnish copies of all licenses for all applicators with the bid at closing.

3.7 **Advertising**: Contractor shall not advertise or publish, without City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative or the Federal, State or Local Government.

3.8 **Special Events**: The Contractor shall schedule work to enhance public use and restrict conflict with scheduled events. Special event schedules will be submitted to the Contractor by the Parks Manager or his Agent. The Parks Manager or his Agent will attempt to notify the contractor forty-eight hours prior to an event that requires application schedule adjustments

3.9 **Citizen Contact**: The Contractor is granted the privilege of doing work on City owned property, but does not have exclusive use of the property and must respect the activities of park patrons while doing work on City owned property. The Contractor shall take all precautions necessary to ensure that adjacent property owners are not disturbed. Should a Contractor's worker be contacted by a citizen visiting the property they are maintaining, proper assistance shall be given to the citizen. Should the worker not know the answer to the citizen's question, the worker should refer the citizen to the agent responsible for the contract inspections.

3.10 **Identification and Character**: Contractor's vehicles shall be marked with the contractor's company name, on both sides and in lettering that is a minimum of two inches tall and of an easily read typeface. In lieu of lettering, Contractors may submit easily recognizable Company Logos for approval by the Parks Department. All employees of the Contractor shall have a name badge for identification, either clip on or incorporated with a uniform. This identification shall be worn at all times that the employee is at the job site. The Contractor shall provide uniforms of a different color than City employee uniforms. Uniforms may not be torn or ragged and shall present a professional appearance. Additionally, the Contractor will at all times require employees to remain fully dressed and will not allow employees to wear unbuttoned clothing while on City property.

3.10.1 The Contractor shall prohibit the use of intoxicating substances by its drivers and crew members while on duty or in the course of performing their duties under this Contract.

3.10.2 Employees driving the Contractor's vehicles shall at all times possess and carry a valid State of Texas Commercial Drivers License appropriate for the weight and type of vehicle being driven.

3.10.3 The Contractor's employees, officers, agents and Subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of the City of Lubbock.

3.11 **Safety**: The Contractor is responsible for maintaining a safety program which ensures compliance with all Federal Occupational Safety and Health Act of 1970 standards. The Contractor is responsible for safety on the project site and the City shall take no action to interfere with the Contractor's safety program.

3.12 **Disputed Work:** If the contractor is of the opinion that (a) the work necessary or required to accomplish the result intended by this contract; or (b) any work ordered to be done as contract work by the City is extra work or additional work and not contract work; or (c) any determination or order of the City violates the terms and provisions of this contract, the Contractor shall promptly, either before proceeding with such work or with such order or determination, notify the City in writing of his (its) contentions with respect thereto and request a final determination thereof.

Such determination of the City shall be given in writing to the Contractor. If the City determines that the work in question is extra work and not contract work, or the determination or order complained of required performance by the Contractor beyond that required by the contract or violates the terms and provisions of the contract, thereupon the City shall cause either (a) the issuance of a written order covering the extra work as provided for in paragraph 1 of section 3.12 hereof, or (b) the determination or order complained of be rescinded or so modified so as to

not require performance beyond that required by the terms and provisions of the contract.

If the City determines that the work in question is contract work and not, extra work, or that the determination or order complained of does not require performance by the Contractor beyond that required by the contract or violate the terms and provisions of the contract, he shall direct the Contractor to proceed, and the Contractor must promptly comply. In order to reserve his (its) right to claim compensation for such work resulting from such compliance, the Contractor must, within twenty (20) calendar days after receiving the City's determination and direction, notify the City in writing that the work is being performed, or that the determination and direction is being complied with, under protest.

If the Contractor fails to so appeal to the City for a determination or, having so appealed, should the Contractor thus fail to notify the City in writing of his (its) protest, the Contractor shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made shall be deemed even substantial compliance with the provisions of this item.

A delay of the Contractor due to a court order against the City or because of a conflict of a utility with the work shall not be a cause for additional compensation for damages sustained by the Contractor, but may be a cause for extension of contract working time only.

In addition to the foregoing requirement, the Contractor shall, upon notice from the City, produce for examination and audit at the Contractor' office, by the representatives of the City, all his (its) books and records showing all of his (its) acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the Contractor may be present.

Unless the aforesaid requirements and conditions shall have been complied with the Contract, the City shall be released from all claims arising under, relating to or by reason of this contract, except for the sums to be due under the payment provision or this contract. It is further stipulated and agreed that no conduct on the part of the City or any agent or employee of the City shall even be construed as a waiver of the requirements of this section, which such requirements constitute an absolute condition precedent to any approval or any claim for extra compensation, notwithstanding any other provisions of the contract documents; and in any action against the City to recover any sum in excess of the contract amount the Contractor must allege and prove strict compliance with the provisions of this section.

In connection with the examination provided for herein, the City, upon demand therefore, shall also produce for inspection by the Contractor such records as the City may have with respect to such disputed work or work performed under protest pursuant to order of the City, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

3.13 Performance of Extra or Disputed Work: While the Contractor or his (its) subcontractor is performing extra work in accordance with the City's written order, or is performing disputed work or complying with a determination or order under protest in accordance with paragraph 3 of Section 3.12 hereof, the

Contractor shall daily furnish the City's representative at the site with three copies of verified statement showing:

3.13.1 The name of each employee on this extra work and the equipment employed. This information shall be reported on forms supplied by the City. A copy of such statements shall be signed by the City's representative, noting thereon any items in question, and shall be returned to the Contractor within five working days after submission. This signature shall not be construed as the City's agreement and acceptance of items not questioned since all items are subject to subsequent review and audit by City representatives.

3.13.2 The Contractor and his (its) subcontractors, when required by the City, must also produce the inspection and audit by designated City representative, any and all of his (its) books, vouchers, records, daily job diaries and reports, canceled check, etc., showing the nature and quantity of labor, materials and equipment actually used in the performance of the extra work; the amounts expended therefore; and the costs incurred for insurance premiums and other items of expense directly chargeable to such extra work. The Contractor must permit the City's representatives to make extracts there from or copies thereof as may be desired. Failure of the Contractor to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation on account of the performance of such extra work.

3.14 No Waiver of Rights or Estoppels: The City, or any officer or agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the work and final payment therefore from:

3.14.1 Showing the true and correct amount, classifications, quality and character of the work done and materials furnished by the Contractor or any other person under this contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect, or improperly made in any particular, or that the work or the materials or any parts thereof, do not in fact conform to the contact requirements; and

3.14.2 Demanding the recovery from the Contractor of any overpayments made to him, or such damages as the City may sustain by reason of the Contractor's failure to perform each and every part of this contract in strict accordance with its terms or both.

3.15 Contractor Default, City's Right to Suspend Work and Annual Contract: The work or any portion of the work under contract shall be suspended immediately on written order of the City declaring the Contractor to be in default. The contract may be annulled by the City for any good cause or causes, among others of which special reference is made to the following:

3.15.1 Failure of the Contractor to start work within ten (10) days from date specified in the written work order issued by the City to begin the work;

3.15.2 Substantial evidence that the progress of the work being made by the Contractor is insufficient to complete the work within the specified working time;

3.15.3 Failure of the Contractor to provide sufficient and proper equipment, materials or construction forces or properly executing the work;

3.15.4 Substantial evidence that the Contractor has abandoned the work or discontinuance of the performance of the work or any part thereof and failure to resume performance within a reasonable time after notice to do so;

3.15.5 Substantial evidence that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the work;

3.15.6 Deliberate failure on the part of the Contractor to observe any requirements of these specifications or to comply with any orders given by the City as provided for in these specifications;

3.15.7 Failure of the Contractor to promptly make good, any defects in the work, the correction of which has been directed in writing by the City;

3.15.8 Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the City in the construction of work under contract;

3.15.9 Repeated and flagrant violations of safe working procedures;

3.15.10 The filing by the Contractor of litigation against the City prior to final completion of the work

When the work is suspended for any of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the work or such part thereof as the City designates.

3.16 **Suspension by Court Order Against City**: The Contractor shall suspend such part or parts of the work pursuant to a court order issued against the City and shall not be entitled to additional compensation by virtue of such court order; neither shall the Contractor be liable to the City in the event the work is suspended by such court order, unless such suspension is due to the fault or negligence of the Contractor.

3.17 **Payment Withheld**: In addition to express provisions elsewhere contained in the contract, the City may withhold from any payment otherwise due the Contractor such amount as determined necessary to protect the City's interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of

3.17.1 Unsatisfactory progress of the work not caused by condition beyond the Contractor's control;

3.17.2 Defective work not corrected;

3.17.3 Contractor's failure to carry out instructions or orders of the City or his (its) representatives;

3.17.4 A reasonable doubt that the contract can be completed for the balance then unpaid;

3.17.5 Execution of work not in accordance with the contract documents;

3.17.6 Claim filed by or against the Contractor or reasonable evidence indicating probable filing of claims;

3.17.7 Failure of the Contractor to make payments to subcontractor for material or labor;

3.17.8 Damage to another Contractor;

3.17.9 Unsafe working conditions allowed to persist by the Contractor;

3.17.10 Failure of the Contractor to provide work schedules as required by the City;

3.17.11 Use of subcontractors without City's approval.

When the above grounds are removed, payment shall be made for amounts withheld because of them, and City shall never be liable for interest on any delayed or late payment.

4.0 CONTRACT TERM

4.1 The contract shall begin upon City Council date of formal approval and shall be executed in accordance with the 2016 Parkland Turf Program attached hereto as part of this bid. Application dates may vary.

4.2 Listed quantities are estimates only. Actual quantities may vary dependent upon actual usage.

4.3 Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.
The City of Lubbock is seeking a contract for fertilization for various parkland properties at various parkland properties with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

5.0 PROSECUTION AND PROGRESS OF WORK

5.1 **Notice to Proceed**: Notice to proceed shall be mailed to the Contractor by certified letter. The Contractor shall have ten (10) working days from the day he receives the letter to actively proceed with the work.

5.2 **Contract Time**: All work is schedule driven; therefore, the Contractor's work force and equipment needs shall vary throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday 6:00 a.m. to 5:00 p.m.

5.3 **Weekends, Holidays and Nights**: Work on weekends, holidays, and nights shall be at the discretion of the Contractor. Should the Contractor find it necessary to work during this time, notice of his intention to do so shall be given to the Parks Manager or his Agent at least seventy-two (72) hours prior to doing so. The City

reserves the right to deny such work that interferes with heavy park usage or special events.

5.4 **Weather**: Weather will affect the progress of grounds maintenance at times and contractor shall recognize this and have a plan of action and/or resources available to proceed in an expedient manner. Should weather conditions alter schedules, the Contractor shall notify the Agent at the beginning of the next work day. It is the Contractor's responsibility to provide quality workmanship. If weather conditions prevent such quality, the Contractor shall suspend work and resume work as soon as weather allows. If the Agent or Parks Manager finds that weather conditions are inappropriate for maintaining high quality work, they may notify the Contractor and suspend work. The suspension of work by the Agent or Parks Manager shall not in any way allow the Contractor to find grounds for adjustments in contract time or provide for extra compensation.

5.5 **Character of Work**: All workers, supervisors, managers, and subcontractor(s) employed by the Contractor shall be competent and careful workers skilled in their respective trades. The Parks Manager or his Agent may remove from the work site any person employed by the Contractor who does not represent the City in a professional manner or does not follow the instructions given to him. If any person misconducts himself/herself, is incompetent, or negligent in the performance of their duties, they may be removed from the work site and shall not return until the Contractor receives written consent from the City's Representative. Should the Contractor continue to employ such individual to continue work under this contract, the City reserves the right to withhold payment and/or nullify the contract.

5.6 **Assigning or Subletting the Contract**: The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Parks Manager or his Agent. The City's permission to sublet any contract shall not be construed as making the City a party of such subcontract. No subcontractor shall release the Contractor of its surety or its liability and obligation to fulfill all transactions made under the contract.

5.7 **Payment**: The Contractor shall receive compensation provided for in the contract at the completion and final inspection by the Parks Manager or his Agent. Payment will be determined by completed parks and the unit price for each park as submitted in the contract.

6.0 SPECIFICATIONS

6.1 **Application.** Granulated Fertilizer will be applied by successful contractor as listed on the 2016 TURF PARKLAND PROGRAM. All turf areas shall be uniformly fertilized.

6.2 **Schedules - Parks.** The Park Manager or his Agent will supply the successful contractor with priority schedules and known special events that may affect contractor's schedules. The successful contractor will then provide a daily schedule prior to beginning work, for review by the Parks Manager or his Agent. Contractor is responsible for all State and Federal posting and notifications.

6.3 **Schedules - Cemetery.** The Cemetery Director or his Agent will supply the successful contractor with priority schedules and known special events that may affect contractor's schedules. The successful contractor will then provide a daily schedule prior to beginning work, for review by the Director of Cemetery or his

Agent. Contractor is responsible for all State and Federal posting and notifications.

6.4 Schedules – Fire Department. The Deputy Chief, Fire Department or his Agent will supply the successful contractor with priority schedules and known special events that may affect contractor's schedules. The successful contractor will then provide a daily schedule prior to beginning work, for review by the Deputy Chief, Fire Department or his Agent. Contractor is responsible for all State and Federal posting and notifications.

6.5 Chemical. The fertilizer shall be as listed on the 2016 TURF PARKLAND PROGRAM, or equal, approved by the Parks Manager, information on the equal brand shall be submitted with bid.

6.6 Other City Properties. Any questions or concerns regarding other City properties included in this contract may be addressed to the following departments:

6.6.1 Director of Cemetery for all cemetery properties
6.6.2 Deputy Chief, Fire Department for al Fire Department properties

City of Lubbock, TX
2016 Parkland Turf Program
Turf Manual Fertilizing Properties

UNIT	ADDRESS	APPROX. ACREAGE
NEW ANIMAL SHELTER	3323 SE LOOP 289	1.76
MCCRUMMEN	19TH & AVE T	.62
BUDDY HOLLY RECREATION AREA	N. UNIVERSITY & CESAR CHAVEZ DR.	1.33
DETROIT STRIP	ERSKINE TO DUKE AVE	.56
COLISEUM/AUDITORIUM	4TH & BOSTON	1.16
AVE X & 16TH ST	16TH & AVE X	.40
UNIVERSITY MEDIANS	MARSHA SHARP THROUGH 19TH ST	.52
UNIVERSITY MEDIANS	19TH THROUGH 34TH ST	3.26
UNIVERISTY MEDIANS	34TH THROUGH 50TH	.76
UNIVERSITY CORNER	19TH & UNIVERSITY	.72
INDIANA MEDIANS	19TH THROUGH 34TH ST	.80
CARLISLE CEMETERY	7308 19TH	1.1
CAVAZOS BALLFIELDS	BROWNFIELD RD. & MILWAUKEE	3.1
QUINCY MEDIANS	82ND & QUINCY AVE	5.62
MACKENZIE AMPHITHEATRE	423 E. BROADWAY	.76
N. AVE P STRIP	N. AVE Q DR & N. AVE P	.16
PALLENTINE PARK	1ST & AVE L	1.5
GUADALUPE ENTRANCE	1ST & AVE J	.25
PARKS OFFICES	1611 10TH	.08
GATEWAY PLAZA	BROADWAY & AVE Q	.09
BROADWAY MEDIANS (3 TOTAL)	BROADWAY & Q & BROADWAY & MLK BLVD	.25
MARTIN LUTHER KING MEDIANS	19TH & MLK BLVD.	.50
CHATMAN ENTRANCE	23RD & AVE A	25
BUDDY HOLLY PLAZA	19TH & CRICKET AVE	1.17
98TH ST MEDIANS	98TH BANGOR TO IOLA	4.15
	Total Manual Acreage	55.62

City of Lubbock, TX
2016 Parkland Turf Program

DAY 1 PROPERTY	ACRES	ADDRESS
1. HOOD	9.45	23RD & P
2. HUFFMAN	114.99	Landmark Dr.
3. HODGES	13.1	N. UNIV. & MARSHALL
4. NW LITTLE LEAGUE	9.04	903 N. UNIVERSITY
5. FIESTA PLAZA	17.35	911 N. UNIVERSITY
DAY 2		
6 ROGERS	11.1	AMHERST & G
7. MAEDGEN	4.51	1ST & BOSTON
8. HOLLINS	4.3	1ST & VERNON
9. PIONEER	4.2	6TH & T
10. CIVIC CENTER	16	6TH & O
DAY 3		
11. GUADALUPE	3.2	2ND & P
12. GUADALUPE STRIP	3.5	1ST & O
13. ATZLAN	25	1ST & K
14. MACKENZIE	2	MACK. UNDER I-27
15. CANYON RIM	3.4	BAYLOR & AVE K
16. MACKENZIE	31.27	Municipal Dr. & Skyline
DAY 4		
17. DAVIES	8	N. AVE. N & CLEMSON
18. SIMS	5.4	MARLBORO & KING
19. CARTER	3.7	N. GLOBE & LOOP 289
20. WOODS	11.2	ERSKINE & ZENITH
21. RAEGAN	4.48	COLGATE & OLIVE
22. SEDBERRY-	5	E. 10TH & GUAVA
23. BUTLER	6	E. 4TH & ZENITH
24. PATTERSON-	5	PARKWAY & WALNUT
25. MAE SIMMONS	54	E. 23RD & OAK
26. MLK COMPLEX	7.5	E. 19TH & ASPEN
27. LUSK	8.7	E. 25TH & OAK
28. CHATMAN-	3	E. 29TH & JUNIPER
29. WASHINGTON	3.5	E. 22ND & Cedar
30. BERRY	9.9	36TH & CEDAR
31. RAWLINGS	1.9	40TH & B
DAY 5		
32. LEWIS	8.4	54TH & AVE. J
33. STUBBS	8	36TH & AVE. N
34. BURNS	3	23RD & K
35. OVERTON	2	14TH U
36. HAMILTON	6.05	22ND & X
37. CARLISLE	4.5	28TH & X
38. RIBBLE	15.18	62ND & TEMPLE
39. STRONG	8.7	81ST & U
40. UNDERWOOD	9	74TH & CEDAR
41. CLAPP	86.5	46TH & AVE. U
42. GROW	5.87	91ST & BELTON
	566.89	

DAY 6 PROPERTY	ACRES	ADDRESS
43. CASEY	9.4	66TH & W
44. LEFTWICH/T CENTER	36	60TH & ELGIN
45. KASTMAN	14.59	JOLIET & S. LOOP
46. ELMORE	30.16	66TH & QUAKER
DAY 7		
47. DUPREE	25.58	59TH & TOLEDO
48. RATLIFF	6	50TH & CHICAGO
49. LONG	12.57	56TH & ABERDEEN
50. REMINGTON	16.44	73RD & ALBANY
51. STEVENS	14.08	75TH & SLIDE
52. JENNINGS	29.07	73RD & WINSTON
53. ANDREWS	17.39	76TH & MEMPHIS
54. MILLER	26.34	MEMPHIS & LOOP
55. HUNEKE	11.27	82ND & NASHVILLE
56. GUY	14.42	93RD & NASHVILLE
57. MCCULLOUGH	20.17	88TH & FLINT
DAY 8		
58. YOUTH SPORTS COMPLEX	41.75	FM 1585 & Milwaukee Ave
59. HOEL	8.28	91ST &CHICAGO
60. NEUGEBAUER	3.29	83RD & GROVER
61. MCALISTER FIELDS	5.44	5610 FRANKFORD
62. DURAN	8.42	26TH & KEWANEE
63. COOKE	7.25	18TH & KIRBY
64. HINOJOSA	3.85	7336 22ND
65. REMOTE CONTROL	3.12	15TH & INLER
66. GROVES	2.08	19TH & DOVER
67. MAHON	14.16	29TH & CHICAGO
DAY 9		
68. SMITH	4.31	15TH & CHICAGO
69. LOPEZ	8.53	AUBURN & CHICAGO
70. WHISPERWOOD	5	4TH & WHISPERWOOD DR.
71. HIGGINBOTHAM	17.3	19TH & VICKSBURG
72. DAVIS	8.2	40TH & NASHVILLE
73. MAXEY	47.53	30TH & NASHVILLE
74. WHEELOCK	1.5	40TH & ELGIN
75. WAGNER	8.87	26TH & ELGIN
76. SLIDE ROAD MEDIANS	3.75	4TH & SLIDE TO ACCESS RD.
77. TECH TERRACE	18	23RD & FLINT
	504.1	
TOTAL PARKS ACREAGE	1071	

City of Lubbock, TX
Bid Tabulation
Fertilization for Various Parkland Properties
April 28, 2016

ITB 16-12772-KK
Fertilization for Various Parkland Properties

Item	QTY	U/M	Description/Vendor	Location	Application Rate	Cost Per Acre	Extended Cost
1	1126.62	Acres	Application Parks 16-4-6+2%FE +micronutients		275 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		$ 95	107,029
			Hardy Trees, Inc.	Lubbock, TX		165	185,892
2	1126.62	Acres	Application Parks 16-4-6+2%FE +micronutients		275 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		95	107,029
			Hardy Trees, Inc.	Lubbock, TX		165	185,892
3	1126.62	Acres	Application Parks 16-4-6+2%FE +micronutients		250 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		88	99,143
			Hardy Trees, Inc.	Lubbock, TX		150	168,993
4	1126.62	Acres	Application Parks 16-4-6+2%FE +micronutients		250 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		88	99,143
			Hardy Trees, Inc.	Lubbock, TX		150	168,993
5	**1126.62**	**Acres**	**Application Parks 16-4-6+2%FE +micronutien**		**225 lbs. Per Acre**		
			Gorman Outdoor, Inc.	**Lubbock, TX**		**80**	**90,130**
			Hardy Trees, Inc.	Lubbock, TX		135	152,094
6	**1126.62**	**Acres**	**Application Parks 16-4-6+2%FE +micronutien**		**225 lbs. Per Acre**		
			Gorman Outdoor, Inc.	**Lubbock, TX**		**80**	**90,130**
			Hardy Trees, Inc.	Lubbock, TX		135	152,094
7	1126.62	Acres	One Time Application Parks 38-0-0-4%Sulfur+3%		144 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		72	81,117
			Hardy Trees, Inc.	Lubbock, TX		92	103,829
8	306	Acres	Application on Athletic Fields Only 16-4-6+2%FE		250 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		102	31,212
			Hardy Trees, Inc.	Lubbock, TX		150	45,900
9	161	Acres	Application Cemetery 16-4-6+2%FE +micronutie		275 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		134	21,574
			Hardy Trees, Inc.	Lubbock, TX		177	28,558
10	161	Acres	Application Cemetery 16-4-6+2%FE +micronutie		275 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		134	21,574
			Hardy Trees, Inc.	Lubbock, TX		177	28,558
11	161	Acres	Application Cemetery 16-4-6+2%FE +micronutie		250 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		106	17,066
			Hardy Trees, Inc.	Lubbock, TX		161	25,961
12	161	Acres	Application Cemetery 16-4-6+2%FE +micronutie		250 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		106	17,066
			Hardy Trees, Inc.	Lubbock, TX		161	25,961

City of Lubbock, TX
Bid Tabulation
Fertilization for Various Parkland Properties
April 28, 2016

ITB 16-12772-KK
Fertilization for Various Parkland Properties

Item	QTY	U/M	Description/Vendor	Location	Application Rate	Cost Per Acre	Extended Cost
13	161	Acres	Application Cemetery 16-4-6+2%FE +micronutie		225 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		102	16,422
			Hardy Trees, Inc.	Lubbock, TX		145	23,366
14	161	Acres	Application Cemetery 16-4-6+2%FE +micronutie		225 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		102	16,422
			Hardy Trees, Inc.	Lubbock, TX		145	23,366
15	161	Acres	One Time Application Cemetery 38-0-0-4%Sulfur		144 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		92	14,732
			Hardy Trees, Inc.	Lubbock, TX		99	15,950
16	16.98	Acres	Application Fire Dept. 16-4-6+2%FE +micronutie		275 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		158	2,683
			Hardy Trees, Inc.	Lubbock, TX		177	3,012
17	16.98	Acres	Application Fire Dept. 16-4-6+2%FE +micronutie		275 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		158	2,683
			Hardy Trees, Inc.	Lubbock, TX		177	3,012
18	16.98	Acres	Application Fire Dept. 16-4-6+2%FE +micronutie		250 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		138	2,343
			Hardy Trees, Inc.	Lubbock, TX		161	2,738
19	16.98	Acres	Application Fire Dept. 16-4-6+2%FE +micronuti		250 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		138	2,343
			Hardy Trees, Inc.	Lubbock, TX		161	2,738
20	16.98	Acres	Application Fire Dept. 16-4-6+2%FE +micronutie		225 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		118	2,004
			Hardy Trees, Inc.	Lubbock, TX		145	2,464
21	16.98	Acres	Application Fire Dept. 16-4-6+2%FE +micronuti		225 lbs. Per Acre		
			Gorman Outdoor, Inc.	Lubbock, TX		118	2,004
			Hardy Trees, Inc.	Lubbock, TX		145	2,464
22	16.98	Acres	One Time Application Fire Dept. 38-0-0-4%Sulfu		144 lbs. Per Acre		
			Hardy Trees, Inc.	Lubbock, TX		99	1,682
			Gorman Outdoor, Inc.	Lubbock, TX		115	1,953
			Item by Item				
			Gorman Outdoor, Inc. (Items 5 and 6)	Lubbock, TX			$ 180,259

Regular City Council Meeting **6. 22.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Health: Consider a resolution authorizing and directing the Mayor to execute an amendment to Contract 2016-001284-00 and any associated documents with the State of Texas acting by and through its Department of State Health Services in regard to grant funding for services or goods to improve local public health emergencies.

Item Summary

This amendment revises certain due dates and operational requirements but has no fiscal impact. See the attached document for details.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Public Health Emergency Preparedness

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an amendment to interlocal agreement (**PHEP FY2016**) with the State of Texas' Department of State Health Services (DSHS). The original or underlying agreement is for grant funding for services or goods to improve or strengthen the local public health Emergency preparedness (PHEP). This amendment revises certain due dates and operational requirements but has no fiscal impact. Said amendment to the interlocal 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 _____ 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Katherine Wells, MPH,
Director of Public Health

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

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DEPARTMENT OF STATE HEALTH SERVICES

Contract 2016-001284

Amendment Summary

The Department of State Health Services (DSHS) and City of Lubbock (Contractor) agree to amend Contract 2016-001284 in accordance with this Amendment 01: Public Health Emergency Preparedness (PHEP)

Amendment effective date: 04/01/2016

Purpose for the amendment:

This amendment will amend certain contractual language as set forth below.

Change No: 1	**Programmatic Change**
Current: Current: Section 7. O. 5. Submit by the last day of every month a list of all reported clusters and information on investigation findings on the tracking sheet provided by the DSHS.	Revised: Revised: DELETED
Change No: 2	**Programmatic Change**
Current: Current: Section 7. O. 7. b. Perform and submit metrics on three SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvements sixty days after completion of the drill or by April 1, 2016. Acceptable drills include: i. Staff Call Down; ii. Facility Set-up; iii. POD Activation; iv. Dispensing Throughput; and v. RealOpt usage;	Revised: Revised: Section 7. O. 6. b. Perform and submit metrics on three different SNS operation drills (at pre-identified POD locations and existing call down rosters) and submit After Action Reviews/Improvements sixty days after completion of the drill or by April 1, 2016. Acceptable drills include: i. Staff Call Down; ii. Facility Set-up; iii. POD Activation; iv. Dispensing Throughput; and v. RealOpt usage;
Change No: 3	**Programmatic Change**
Current: Current: Section 7. O. 7. c. Submit above items listed in 7 (b) to preparednessexercise@dshs.state.tx.us by April 1, 2016.	Revised: Revised: Section 7. O. 6. c. Submit above items listed in Section O. 6. b. to the DSHS SNS SharePoint Site sixty (60) days after completion of the drill or by April 1, 2016, whichever is earliest.
Change No: 4	**Programmatic Change**
Current: Current: Section 7. O. 10. Conduct or participate in, at least, one Preparedness Exercise which includes evaluation of capabilities and objectives in accordance to the Contractor's exercise plan developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise	Revised: Revised: Section 7. O. 9. Conduct, or participate in, at least one Preparedness Exercise in accordance to the Contractor's exercise plan, and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting in

notification following the Concept and Objectives meeting in accordance with timeframes established in DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within 60 days of the exercise to the DSHS Exercise Team mailbox (preparednessexercise@dshs.state.tx.us). The After Action Report must also include a Corrective Action Plan. These exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities, but not associated with Strategic National Stockpile (SNS).	accordance with the timeframes established in the DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within sixty (60) days of the exercise to DSHS. The After Action Report must also include a Corrective Action Plan and an Improvement Plan. Exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities. If the exercise is conducted as an SNS exercise (testing capabilities 8 & 9), in order for an exercise to meet the requirements of the HAZARD contract, the exercise must also test at least two additional capabilities. All capabilities tested should have objectives, observations, analysis, corrective actions and improvement plans that are directly related to each capability. The AAR/IP will be submitted to the Preparedness Exercise inbox (preparednessexercise@dshs.state.tx.us).
Change No: 5	**Programmatic Change**
Current: Current: Section 7. U. Volunteer Management (Capability 15): If Contractors are using volunteers, such as Medical Reserve Corps or Strategic National Stockpile (SNS) point of dispensing volunteers, and then Contractors must use the Texas Disaster Volunteer Registry (TDVR), Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool.	Revised: Revised: DELETED
Change No: 6	**Programmatic Change**
Current: Current: ADDITION	Revised: Revised: Section 7. O. 13. Use the Texas Disaster Volunteer Registry (TDVR), which is Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool, if utilizing Medical Reserve Corps or other volunteer groups.
Change No: 7	**Programmatic Change**
Current: Current: ADDITION	Revised: Revised: Section 7. O. 14. If using volunteers as provided in in this Contract during FY16, the Contractor must either: a. Request access to the TDVR from the State ESAR-VHP System Administrator; and enter all volunteer data into the system using the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or b. Petition DSHS in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system.
Change No: 8	**Programmatic Change**
Current: Current: ADDITION	Revised: Revised: Section 7. O 15. If petitioning DSHS to use a fully operational ESAR-VHP compliant, web-based volunteer management

	system, then the substitute system must meet the following federal requirements but are not limited to: a. Must offer Internet-based registration; b. Volunteer information is collected and maintained in a manner consistent with all Federal, State and Local laws governing security and confidentiality; c. Must be able to register and collect the credentials and qualifications of health professionals that are then verified with the issuing entity or appropriate authority d. Must be able to verify the credentials of the 20 mandated professions; e. Must be able to assign to one of four emergency credential levels; f. Must be able to identify volunteers willing to participate in a federally coordinated emergency response; g. Must be able to re-verify professional credentials every 6 months h. Must have the ability to include the differing scope of work information for each of the 20 mandated professions; i. Must be able to record All volunteer health professional affiliations; and j. Must be able to verify that all volunteers across all credential levels not be included on the U.S. Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE).
Change No: 9	**Programmatic Change**
Current: Current: ADDITION	Revised: Revised: Section 7. O. 16. Additionally, the fully operational ESAR-VHP compliant, web-based volunteer management system must be able to register, collect, and verify the credentials and qualifications of the following health professionals with the issuing entity or appropriate authority: a. Physicians b. Physician Assistants c. Registered Nurses d. Licensed Vocational, Nurses e. Nurse Practitioners f. Pharmacists g. Pharmacy Technicians h. Pharmacy Interns i. Emergency Medical Technicians and Paramedics j. Social Workers k. Marriage & Family Therapists l. Licensed Vocational Counselors m. Respiratory Therapists n. Dentists o. Veterinarians p. Psychologists
Change No: 10	**Programmatic Change**
Current: Current: Section 7. O. 11. Designate a member of the PHEP program to attend, in person, the PHEP all four quarterly meetings of the contract term. If the designee is unable to attend the first meeting in person, the Contractor must petition DSHS in writing requesting an exemption and proposal for attending a	Revised: Revised: Section 7. O. 10. Designate a member of the PHEP program to attend, in person, the PHEP all four quarterly meetings of the contract term. If the designee is unable to attend any of the meetings in person, the Contractor must notify DSHS in writing.

subsequent quarterly meeting.	
Change No: 11	**Programmatic Change**
Current: Current: Section 7. O. 12. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released no later than August 3, 2015.	Revised: Revised: Section 7. O. 11. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released within thirty (30) days of the contract start date.
Change No: 12	**Programmatic Change**
Current: Current: Section 7. O. 13. If Contractor is legally prohibited from providing any report under this Contract, Contractor will immediately notify DSHS in writing.	Revised: Revised: Section 7. O. 12. If Contractor is legally prohibited from providing any report under this Contract, Contractor will immediately notify DSHS in writing.
Change No: 13	**Contractual Change**
Current: Current: Section 7. R. Contractor shall only expend funds for reasonable program purposes, including personnel, travel, supplies, and services, such as contractual.	Revised: Revised: Section 7. R. Ensure Contractor and subrecipient costs associated with this Contract are allowable and that subcontractor expenditures are approved and in compliance.
Change No: 14	**Contractual Change**
Current: Current: Section 7. Q. For the purposes of this Contract, the Contractor may not use funds for research, clinical care, the purchase of furniture or equipment, fund-raising activities or lobbying, construction or major renovations, for reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible.	Revised: Revised: Section 7. Q. For the purposes of this Contract, the Contractor may not use funds for research, clinical care, fund-raising activities or lobbying, construction or major renovations, for reimbursement of pre-award costs, to supplant existing state or federal funds for activities, payment or reimbursement of backfilling costs for staff, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible.
Change No: 15	**Contractual Change**
Current: Current: SECTION II. PERFORMANCE MEASURES: A. DSHS will monitor the Contractor's compliance with the requirements in Section I and this Contract and failure to meet these requirements may result in withholding a portion of any subsequent PHEP base awards. B. The initial reporting requirements for the performance measures are subject to change as DSHS and CDC may modify performance measures and due dates. DSHS will provide notification to the Contractor of any changes under this Section.	Revised: Revised: PERFORMANCE MEASURES: A. DSHS will monitor the Contractor's compliance with the requirements in Section 7 and this Contract and failure to meet these requirements may result in withholding a portion of the current PHEP base awards. B. The initial reporting requirement schedule for the requirements are subject to change as DSHS and CDC may modify requirements and due dates. DSHS will send a requirements schedule within 30 days of the contract start date.
Change No: 16	**Special Provisions**
Current: Current: ADDITION Section 16. Special Provisions	Revised: Revised: A. General Provisions, Compliance and Reporting Article II, Applicable Laws and Regulations Regarding Funding Sources, Section 2.06, is amended by deleting Section 2.06 in its

	entirety and replacing it with the following: When applicable, federal statutes, regulations and/or federal grant requirements applicable to funding sources and any updates to such will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars (as codified in Title 2, 200 of the Code of Federal Regulations (CFR) and 45 CFR 75) the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Comptroller of Public Accounts, Texas Procurement and Support Services Division. UGMA and UGMS can be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements § .14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.
Change No: 17	**Special Provisions**
Current: Current: A. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016. No expenditures with service dates from July 1, 2015 to June 30, 2016 will be paid after August 15, 2016 from the Budget Period 4(BP4) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2016 Department of State of Health Services General Provisions (Core/Sub Recipient).	Revised: Revised: B. General Provisions, Article III. Services, Section 3.02 Disaster Services, is revised to include the following: In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.
Change No: 18	**Special Provisions**
Current: Current: B. DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.	Revised: Revised: C. General Provisions, Final Invoice/Billing Submission, Section 5.03 is modified to provide that Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 15, 2016.
Change No: 19	**Special Provisions**
Current: Current: C. General Provisions, Access and Inspection Article XI, Access Section 11.01 is hereby revised to include the	Revised: Revised: D. General Provisions, Compliance and Reporting, Article II, Section 2.08(a) is modified by deleting it in its entirety and

following: In addition to the site visits authorized by this Article of the General Provisions, Contractor shall allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor shall comply with all DSHS documentation requests and on-site visits. Contractor shall make available for review all documents related to the Program Attachment, upon request by the DSHS Program staff.	replacing it with the following language. a. The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts: i. Hold Harmless and Indemnification, Section 14.17; ii. Independent Contractor, Section 13.05 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies); iii. Insurance, Section 14.22; iv. Liability Coverage, Section 25.03; v. Fidelity Bond, Section 25.02; vi. Historically Underutilized Businesses, Section 13.02 (Contractor, however, will comply with HUB requirements of other statutes and rules specifically applicable to that entity); vii. Debt to State and Corporate Status, Section 4.01; viii. Application of Payment Due, Section 4.02; and ix. Article XVI Claims against the Department (This Article is inapplicable to interagency contracts only).
Change No: 20	**Special Provisions**
Current: Current: ADDITION	Revised: Revised: E. General Provisions, Payment Methods and Restrictions, Article V, Section 5.01 is revised to include the following: Contractor may request a one-time working capital advance not to exceed 12% of the total amount of the Contract funded by DSHS. All advances must be expended by the end of the contract term. Advances not expended by the end of the contract term must be refunded to DSHS. Contractors will repay all or part of advance funds at any time during the Contract's term. However, if the advance has not been repaid prior to the last three months of the Contract term, the contractor must deduct at least one-third of the remaining advance from each of the last three months' reimbursement requests. If the advance is not repaid prior to the last three months of the Contract term, DSHS will reduce the reimbursement request by one-third of the remaining balance of the advance.
Change No: 21	**Special Provisions**
Current: Current: ADDITION	Revised: Revised: F. General Provisions, Access and Inspection Article X, Section 10.01 is revised to include the following: In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Contract, upon request by the DSHS Program staff.
Change No: 22	**Special Provisions**
Current: Current: ADDITION	Revised: Revised: G. General Provisions, General Terms Article XIV, Amendment Section 14.12, is amended to include the

	following: Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Contract.
Change No: 23	**Special Provisions**
Current: Current: D. General Provisions, General Business Operations of Contractor Article XIV, Equipment Purchases (Including Controlled Assets), Section 14.20, is revised as follows: Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment must be received no later than 45 calendar days following the end of the Program Attachment term.	Revised: Revised: H. General Provisions, Program Equipment and Supplies Article XXII, Section 22.01, is revised as follows: Contractor is required to initiate the purchase of approved equipment no later than June 30, 2016 as documented by issue of a purchase order or written order confirmation from the vendor on or before June 30, 2016. In addition, all equipment and supplies must be received no later than 45 calendar days following the end of the Contract term.
Change No: 24	**Special Provisions**
Current: Current: E. General Provisions, General Terms Article XV, Amendment Section 15.15, is amended to include the following: Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.	Revised: Revised: I. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.01. Enterprise Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The Enterprise Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the Enterprise Agency has paid funds to Grantee for unallowable or ineligible costs, the Enterprise Agency will notify Grantee in writing, and Grantee shall return the funds to the Enterprise Agency within thirty (30) calendar days of the date of this written notice. The Enterprise Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the Enterprise Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The Enterprise Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include- Applicable Entity Applicable Cost Principles Audit Requirements Administrative Requirements State, Local and Tribal Governments 2 CFR, Part 225 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS Educational Institutions 2 CFR, Part 220 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS Non Profit Organizations 2 CFR, Part 230 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular. 48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards

	that comply with cost principles acceptable to the federal or state awarding agency 2 CFR Part 200, Subpart F and UGMS 2 CFR Part 200 and UGMS A chart of applicable Federal awarding agency common rules is located through a web link on the Enterprise Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.
Change No: 25	**Special Provisions**
Current: Current: ADDITION	Revised: Revised: J. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.05 If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The $750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least $500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the Enterprise Agency website at http://www.dshs.state.tx.us/contracts/links.shtm. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS
Change No: 26	**Special Provisions**
Current: Current: ADDITION	Revised: Revised: K. General Provisions, Allowable Costs and Audit Requirements, Article XXIV, 24.06 Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses: Department of State Health Services Contract Oversight and Support, Mail Code 1326 P.O. Box 149347

	Austin, Texas 78714-9347 Health and Human Services Commission Office of Inspector General Compliance/Audit, Mail Code 1326 P.O. Box 85200 Austin, Texas 78708-5200 Electronic submission to the Enterprise Agency should be addressed as follows: COSContractAdministration@dshs.state.tx.us If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the Enterprise Agency sanctions and remedies for non-compliance with this Contract.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Contractor Signature - Glen C. Robertson, MAYOR

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Signed by: Date Signed:

DSHS Signature

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

Signed by: Date Signed:

ATTEST:

Rebecca Garza, City Secretary

Approved as to content:

Katherine Wells, Director of Public Health

Approved as to form:

John Grace, Assistant City Attorney

Regular City Council Meeting **6. 23.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Community Development: Consider a resolution to petition U. S. Department of Housing and Urban Development (HUD) for an exception regarding the potential conflict of interest between Assistant City Manager Bill Howerton and Guadalupe-Parkway Sommerville Centers (GPSC).

Item Summary

Community Development and Services Board (CDSB) met on April 13, 2016, to consider a request to petition HUD for a conflict of interest waiver regarding Bill Howerton. Bill Howerton has served on the Board of Directors of the GPSC since January, 2014. He has served in the capacity of Assistant City Manager since June, 2014, and currently oversees the Community Development Department which receives Community Development Block Grant Federal funding. In 2016, he was appointed Board Chair of Guadalupe-Parkway Sommerville's Board and currently serves in this capacity.

HUD may grant an exception to the conflict upon request on a case-by-case basis. Community Development is requesting an exception to the Conflict of Interest regulation be granted by HUD.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Conflict of Interest - HUD

Conflict of Interest Letter - Howerton

RESOLUTION

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

THAT the City Council of the City of Lubbock is hereby authorized and directed by the City of Lubbock Community Development Department to submit a Request for Exception for a possible Conflict of Interest to the U.S. Department of Housing and Urban Development (HUD) pursuant to the Community Development Block Grant funding for community development projects provided by the Guadalupe-Parkway Sommerville Centers. The Request for Exception is attached hereto, and pertains to the supervisory role of Assistant City Manager Bill Howerton over the Community Development Department and Mr. Howerton's role as Board Chair of the Guadalupe-Parkway Sommerville Centers.

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 Pruitt, Assistant City Attorney

ccdocs/RES. Conflict of Interest Letter – HUD – Bill Howerton
April 14, 2016

City of Lubbock TEXAS

Office of the City Attorney

DATE: April 13, 2016

TO: Ms. Shirley Henley
U.S. Department of Housing & Urban Development
Fort Worth Regional Office
801 Cherry Street, Unit #45
Suite 2500
Fort Worth, TX 76102

CC: Karen Murfee, Director, Community Development Department, City of Lubbock

FROM: Justin Pruitt, Assistant City Attorney, City of Lubbock

RE: **Request for Exception – Conflict of Interest of Mr. Bill Howerton**

Dear Ms. Henley,

The Community Development and Services Board of the City of Lubbock, Texas (CDSB) met on April 13, 2016 to consider a request to petition the U.S. Department of Housing & Urban Development (HUD) for a conflict of interest waiver regarding Mr. Bill Howerton. Mr. Howerton is currently employed as an Assistant City Manager for the City of Lubbock and has served on the Board of Directors of the Guadalupe-Parkway Sommerville Centers (GPSC) since January 2014. Mr. Howerton has been the chair of the GPSC Board since 2016. As Assistant City Manager, Mr. Howerton oversees the Community Development Department which receives Community Development Block Grant (CDGB) funding, some of which is allocated to the CDSB to fund projects related to the GPSC. Mr. Howerton recused himself from any discussions by the Board of the GPSC concerning the allocation of CDBG funding and Mr. Howerton did not attend the CDSB meeting on April 13 at which the GPSC requested CDBG funding from the CDSB. Mr. Howerton has no substantial interest in the GPSC or any of its property. Additionally, Mr. Howerton receives no profits or emoluments of any contract, job, work, or service provided by or to the CDSB.

I have analyzed this request as to any possible conflicts with regard to the City of Lubbock Charter and the conflict of interest laws of the State of Texas. It is my conclusion that no state or local conflict of interest exists as to this request. Therefore, it is my legal opinion that the request by GPSC does not create a conflict of interest law for the CDSB, the City, or the State of Texas. If you have any further questions as to this matter, please feel free to contact me.

Sincerely,

Justin Pruitt,
Assistant City Attorney – City of Lubbock

Regular City Council Meeting **6. 24.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Community Development: Consider a resolution to discuss and vote on recommendations made by the Community Development Service Board (CDSB) to reallocate Community Development Block Grant funds (CDBG) administered by U. S. Department of Housing and Urban Development (HUD).

Item Summary

Community Development department received requests for financial assistance for several projects within the city. The Community Development and Services Board (CDSB) held a public hearing on April 13, 2016, to discuss and vote on the reallocation of FY 2015-16 unspent federal funds from the CDBG. The board recommended the following for City Council's consideration:

Agency:	Recommended Amount:
City of Lubbock...Codes Demolition	$100,000
Guadalupe Parkway Sommerville	$300,000
City of Lubbock...Street Paving	$250,000
Lubbock State Supportive Living Center	$100,000

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Reallocation of CDGB Funds

RESOLUTION

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

THAT the City Council hereby adopts the recommendation of the Community Development Services Board to reallocate unspent FY 2015-16 Community Development Block Grant funds to provide financial assistance to several community development projects throughout the City of Lubbock.

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 Pruitt, Assistant City Attorney

ccdocs/RES. Adoption – Community Development Services Board – Reallocation of CDGB Funds
April 15, 2016

Regular City Council Meeting **6. 25.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Citibus: Consider a resolution authorizing the Mayor to execute contract 12631 with Seon Systems for Citibus transit and paratransit van security camera systems, RFP 16-12631-TF.

Item Summary

The contract with Seon Systems is for digital security cameras to be installed on 75 heavy duty urban transit buses and 32 paratransit vehicles. The purposes is to aid in the investigation of all vehicle accidents and fraudulent claims. The City of Lubbock issued a request for proposal for Citibus transit bus and paratransit van security cameras.

The proposals were evaluated and ranked based on the following criteria:
30% Qualifications and Experience; 20% Demonstrated System Reliability; 25% Cost; and 25% References. Eight vendors submitted responses, and they are ranked as follows:

Contractor	Points
SEON Systems Sales Inc., Coquitlam, BC	97
IVS, Inc. dba AngelTrax Newton, AL	90
TransIT Solutions, LLC., Zelienople, PA	81
Progressive Systems, LLC., dba LenSec, LLC., Houston, TX	77
Apollo Video Technology Bothell, WA	72
Safety Vision, LLC.,Houston, TX	72
Creative Bus Sales Irving, TX	48
Rush Truck Centers of Texas, dba Rush Bus Center Selma of Selma, TX	41

After evaluations, interviews and evaluating presentations; and with Best and Final Offers submitted from the two highest scoring finalist SEON Systems and AngelTrax on March 8, 2016. Staff recommends award to SEON Systems for $283,153 with optional Wi-Fi Capable/ GPS camera systems for $80,785 for a total of $ 363,938. SEON will include the GPS at no additional costs. Wi-Fi capable/ GPS camera system will save on many man hours not having to go directly to each vehicle to download video. Once the vehicle returns to the property the programmed video is automatically downloaded. FTA requires camera system inspections with the Wi-Fi option. Citibus can comply much more efficiently with vehicle monitoring.

Fiscal Impact

Cost associated with this contract is already included in the FY 2015-16 Citibus budget. There will be no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Contract - Seon Systems Sales, 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, Contract No. 12631 for security cameras on Citibus Transit Buses and Paratransit Vans, as per RFP No. 16-12631-TF, by and between the City of Lubbock and Seon Systems Sales, Inc., of Coaquitlam, British Colombia, Canada, 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 _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Contract 12631 – Seon Systems Sales, Inc. – Citibus Cameras
April 13, 2016

City of Lubbock, TX
Citibus Transit Bus and Paratransit Van Security Cameras
Service Agreement

This Service Agreement (this "Agreement") is entered into as of the **28h** day of **April, 2016** ("Effective Date") by and between **Seon Systems Sales, Inc.**, (the Contractor), and the City of **Coaquitlam, BC** (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 16-12631-TF, Citibus Transit Bus and Paratransit Van Security Cameras.

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Citibus Transit Bus and Paratransit Van Security Cameras, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – Specifications
3. Exhibit B – The Proposal
4. Exhibit C – Best and Final Offer
5. Exhibit D – Insurance Requirements

Scope of Work

Contractor shall provide the services that are specified in Exhibit A and B. The Contractor shall comply with all the applicable requirements set forth in Exhibit B and C attached hereto.

Article 1 Services

1.1 The contract shall be for a term of one year, with option of two, one year extensions, said date of term beginning upon formal approval. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal and resulting contract.

1.2 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

1.3 All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent,

whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions. This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.2 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.3 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.4 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.5 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.6 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.7 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.8 This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or

overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

2.11 The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements document, this provision shall control.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

CONTRACTOR:

_____
Contractor's Signature

_____
Printed Name

_____
Title

City of Lubbock, TX
Citibus Transit Bus and Paratransit Van Security Cameras
RFP 16-12631-TF
Specifications

A. PROJECT OVERVIEW INFORMATION

A total of 75 heavy duty urban transit buses and 32 paratransit vehicles shall be installed with digital security camera systems. The full-size transit and cut-away buses are in revenue service daily and the equipment proposed must have reliable and proven success in typical transit operations.

1. Vehicle types

The following vehicles currently exist in Citibus inventory and are part of this project:

FIXED ROUTE VEHICLES

YEAR	*MAKE and MODEL*	*VEHICLE TYPE*	*QUANTITY*
2000	Nova RTS (0001-0009)	35'Diesel Bus	9
2000	Nova RTS (2060-2065) OPT	40' Diesel Bus	6
2000	Nova LF (2001-2012)	40' Diesel Bus	12
2001	Nova LF (2101-2118)	40' Diesel Bus	18
2001	Nova RTS (0111,0112,0114)	35' Diesel Bus	3
2004	Gillig LF (0401-0406)	35' Diesel Bus	6
2006	Gillig LF (0601-0607))	35' Diesel Bus	7
2009	Gillig LF (0901-0906)	30' Hybrid Bus	6
2011	Gillig LF (1101-1102)	35' Hybrid Bus	2
2013	Gillig LF (1301-1304)	35' Hybrid Bus	4
2000	Chance Trolley (092-093)	30'Diesel Bus	2
		TOTAL FULL SIZE	75

PARATRANSIT VEHICLES

YEAR	*MAKE and MODEL*	*VEHICLE TYPE*	*QUANTITY*
2006	International	Diesel	16
2009	Arboc -Chevy Express 3500	Gas	16
		TOTAL	32

The total number of vehicles to be considered as part of this project is as follows:

VEHICLE TYPE	*QUANTITY*
Fixed Route Vehicles	75
Paratransit Vehicles	32
VEHICLE GRAND TOTAL	*107*

2. All vehicles are owned by the City of Lubbock (dba Citibus) and are operated by the City Transit Management contractor (currently McDonald Transit). The vehicle owner will be hereafter referred to as "Citibus" for the remainder of this proposal.

3. The proposed digital security camera system shall include all necessary hardware, licenses, and equipment needed for complete operation of the security camera system. All necessary hardware, licenses, and equipment must be detailed on and included in the proposal that is to be submitted. Citibus is requesting proposals from qualified mobile video security vendors on 107 mobile digital security camera systems. Proposers are encouraged to provide information regarding the reliability of the particular mobile video security system as used in other public transit (bus) applications. Demonstrated system reliability will be a key evaluation component in the awarding of the bid.

B. CITIBUS DIGITAL SECURITY CAMERA SYSTEM DESIGN REQUIREMENTS

Camera Qty.	Audio Microphone Qty.	Vehicle Type
8	2	Transit Bus
5	2	Paratransit Cutaway

C. GENERAL PRODUCT SPECIFICATIONS DIGITAL VIDEO CAMERA SYSTEM

Security camera systems:

- Recording capacity shall have a minimum of 30 frames per second from a maximum of eight (8) color video cameras.
- Recording Time shall have a minimum of 30 days or up to 300 hours.
- Recording media shall be hard drive based.
- The system shall be capable of simple recording media hard drive swapping from one transit vehicle to another without requiring user intervention to reformat the hard drive.
- The system shall have programmable recording start/end times. It shall be capable of continuing to record after the transit unit has been idle for longer than a preset period of time.
- The system shall utilize synchronized audio/video/multi-channel video viewing from all installed video cameras and microphones.
- Citibus vehicles operate from early in the morning until late at night on both urban and rural routes. The cameras must operate with a LUX rating of 0.0. The cameras must maximize image quality and automatically adjust throughout the changing light conditions, to include extremely low-light and nighttime operations. The cameras must also maximize image quality and automatically adjust throughout sudden, sometimes severe, changes in the exterior weather conditions.
- The cameras shall be mounted in a tamper-resistant and weather-resistant housing.
- The digital recording unit shall power down at a user-selectable time after the switched power is removed. If unable to power down automatically, the unit shall be able to tolerate having power removed suddenly with no negative effects on the recording unit, system hardware, operating system, stored data/video/audio, or on the system's ability to function normally once power has been restored.
- The installed recording unit shall be vibration-resistant and shall be capable of enduring the rigorous demands associated with public transit vehicles.
- The system shall be capable of and display the GPS-automated time/date stamp and shall auto-update for daylight savings time.

City of Lubbock, TX
Citibus Transit Bus and Paratransit Van Security Cameras
RFP 16-12631-TF
Specifications

- The system shall be capable of recording events while the transit vehicle ignition is turned to the OFF position for a preprogrammed time period after the transit unit has been running.
- The system shall be capable of optional event recording such as transit vehicle speedometer tracking.
- The digital recording unit must support continuous "loop" recording. The system should be encased within a key-operated, locking enclosure.
- The system shall be adequately installed to withstand the rigors (starts/stops, shocks and vibrations) of a public transit vehicle, as well as temperature changes that vary from summer highs of 100-plus degrees Fahrenheit to winter lows of 10 degrees Fahrenheit. The system shall also be adequately installed to guard against damage or interference from an accumulation of the sand-like dust that is indigenous to the West Texas area.
- From an existing dashboard mounted trigger button, a simple steady ON or OFF warning light must notify the transit operator if the system is active or if it has failed.
- All analog cameras proposed must have a 500TVL resolution or better.
- The camera system must have the option for a Health Monitor system.

Video Playback Minimum Requirements:

- Captured video shall not require a specialized Personal Computer (PC) or other proprietary PC equipment to access and view recorded events. All video system components must be compatible with Windows server 2008 or 2012 with the option for virtual server.
- The system shall utilize an industry-standard video format for playback on a standard-purchase Windows-based PC.
- Captured video must be saved in a tamper-proof recording format. The recorded data shall be capable of being deemed acceptable as evidence in legal proceedings.
- Captured incident clip/event data shall be automatically date and time stamped.
- All captured video shall have a zoom function to allow the system user to "zoom in" on any chosen area of the recorded video.
- The system shall include video manipulation with the ability to clip segments from and capture still images from the original data file.
- The system must have the ability to easily transfer video clips/events to a data-storage device of Citibus' choosing in a format that does not require additional software to play it back on a standard Windows-based PC.
- Video playback from removable hard-drive recording media shall take no more than 60 seconds to access and view on a standard Windows-based PC.

Wiring and Cabling:

- The selected vendor shall remove any and all existing security camera system wiring and cabling and replace with new wiring and cabling.
- The selected vendor shall submit wiring and cabling diagram of installed video/camera equipment upon completion of installation.

- All connectors and sockets shall be a positive locking design and shall be equipped with gold contacts or similar other rust- or oxidation-inhibiting contacts. Plug-in connectors shall have soldered wiring. All connections shall be made at terminal block ends or shall be soldered.
- Wiring shall be uniformly color-coded and tagged.
- The power source wires must be sized and rated appropriately to meet the specified requirements for unit start up and normal operation, and should prevent unacceptable voltage drops.
- Wherever there is a possibility of interference, wiring and interconnecting cables shall be properly shielded. Video and audio cables shall be gauged to minimize signal loss.
- A protective plastic or rubber grommet must be installed in every hole that provides passage for conduit or wiring to avoid chaffing, fraying, or cutting of the conduit or wiring.
- Conduit shall be installed and secured in all vehicles.
- All wires and cabling shall be concealed in a vandal-resistant and tamper-resistant manner.

System planning and installation:

- The vendor shall conduct a detailed survey of each transit vehicle type and develop a vehicle layout plan documenting the location and "field of view" for each vehicle type in the fleet.
- Vendor shall assist Citibus in test implementation of the proposed system in order to ensure that the proposed system satisfactorily meet the needs of Citibus.
- Vendor shall provide installation, documentation, maintenance and user training for selected Citibus staff.
- Vendor shall conduct final acceptance testing as deemed satisfactory by Citibus.
- Vendor shall provide a minimum standard warranty on all equipment and shall maintain all equipment throughout the warranty period.

D. SPARE PARTS

All proposals must provide a list of recommended spare parts, including current part/unit costs. Citibus may elect to purchase some, all, or none of the recommended parts as part of this procurement proposal.

E. CONTRACT TERM

The contract shall be for a term of one year, said date of term beginning upon formal approval. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this proposal and resulting contract.

This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

F. EVALUATION CRITERIA

Each proposal will be evaluated for full compliance with the RFP instructions to the offeror and the mandatory terms and conditions set forth within the RFP document. The objective of the evaluation will be to recommend the firms who are most responsive to the herein described needs of the City. The proposal will be evaluated on the following criteria:

A. **30% = Qualifications and Experience**
B. **20% = Demonstrated system reliability**
C. **25% = Cost**
D. **25% = References**

G. PROPOSAL FORMAT

a) Proposals should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.

b) The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.

d) The proposal must be organized into the following response item sections and submitted in an indexed binder.

i) Cover letter addressed to the Honorable Mayor and City Council that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.

ii) A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.

iii) Offeror's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.

iv) A brochure of past work, with emphasis on comparable projects.

v) List of principal(s) of the Proposer and amount of time that principal(s) will be involved in the project.

vi) List of other professionals to be used, if applicable, with a record of experience in projects of this nature. Identification of principal(s) and percentage of time the principal(s) will be involved in the project.

vii) The organizational structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected, then provide the organizational structure of the sub-contractor and resumes of those persons who will be involved in the project.

viii) The Proposer must assure the City that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances including, but not limited to the Davis-Bacon Federal minimum wage requirements.

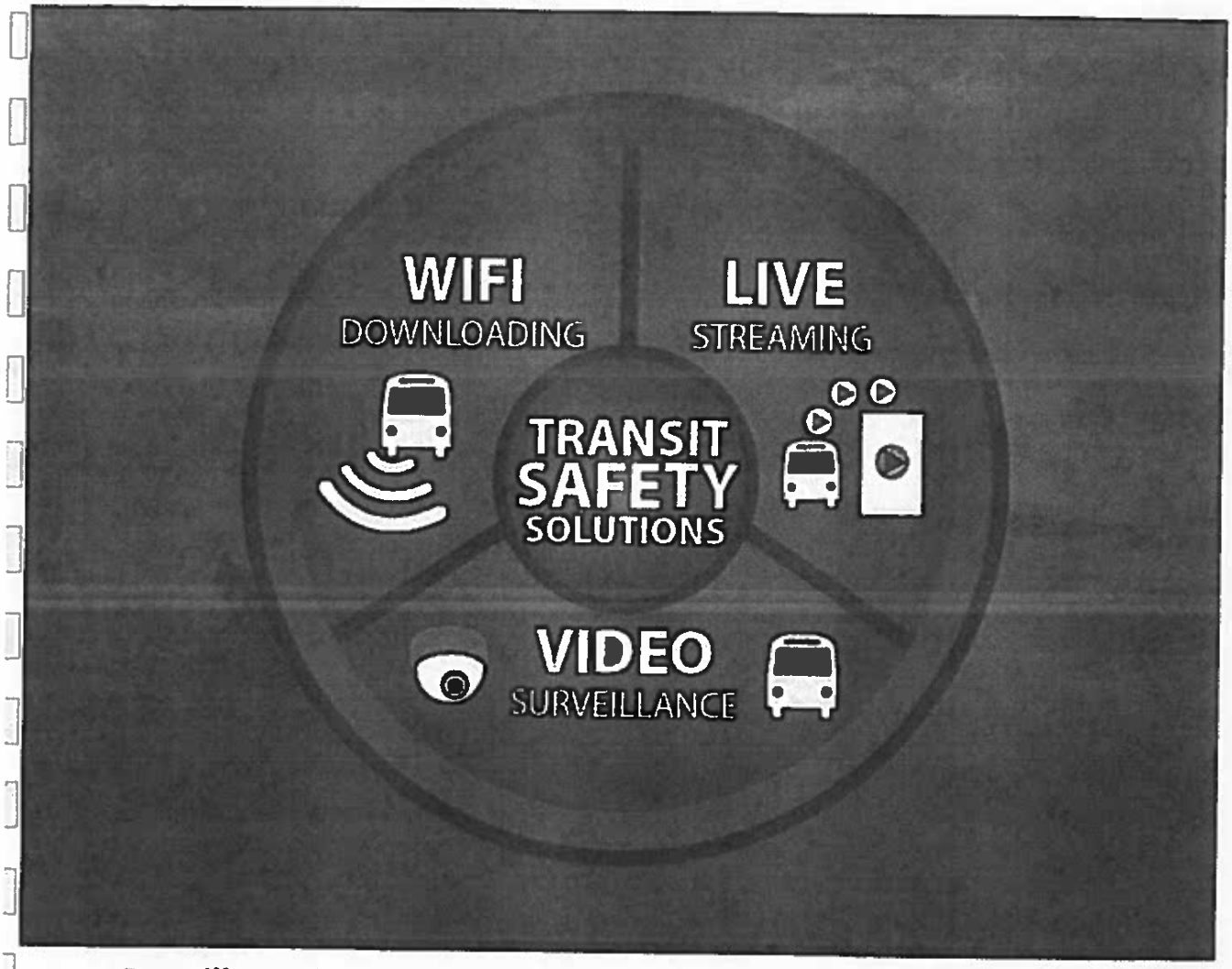
ix) Describe the Offeror's methodology for handling errors and omissions.

x) Disclosure of any obligations posing a potential conflict of interest, including service on City boards and/or commissions and any current contracts with the City of Lubbock. This would apply to the Proposer as well as consultants subcontracted by the Proposer.

xi) Any material which the proponent wishes to submit and which is not specifically requested in the above categories.

xii) Offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline how they would address outreach issues in their proposal. It is also the desire of the City that the City of Lubbock program serve, as much as practicable, to stimulate growth in all sectors of the local business community. Describe how your firm would facilitate this process, and provide any relevant information about similar efforts on previous projects.

SEON
A Safe Fleet Brand



Surveillance & Fleet Management Solutions for Public Transportation

City of Lubbock

RFP 16-12631-TF

ORIGINAL

Citibus Transit Bus and Paratransit Van Security Cameras

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Cover Letter

January 20, 2016

City of Lubbock
Purchasing Department
1625 13th Street, Room 204
Lubbock, Texas 79401
Attention: Marta Alvarez, Director of Purchasing and Contract Management

Dear Ms. Alvarez,

Seon, a Safe Fleet brand, is pleased to submit this proposal in accordance with your request. In this document you will find an overview of our product information to help you select the most suitable solution for your needs. The proposed pricing is guaranteed for 90 (ninety) days.

As a recognized leader in the field of mobile video surveillance, Seon employs its own in-house Research & Development teams to design innovative hardware and software platforms and manufacture efficient solutions specifically for public and school transportation.

In business since 1999, our company has over 200,000 surveillance systems in place at thousands of public transit and school bus properties throughout North America. As part of the Safe Fleet family since 2014, Seon has all necessary facilities and capacities to manufacture comprehensive solutions for fleets' safety and security needs worldwide.

Our unsurpassed reputation has been built on a solid foundation of reliable products, long-term relationships with our clients, and a support mechanism that is second to none. Our approach to business ensures our clients realize the highest return on investment and lowest cost of ownership in the industry.

Seon has a clear understanding of the requirements for a Citibus Transit Bus and Paratransit Van Security Camera solution as specified in the Request for Proposal issued in January 2016. Seon will be proposing an on vehicle security camera system solution that will meet the needs and requirements of the City of Lubbock. Seon's vehicle security camera system is a powerful step in the goal of enhancing the safety of passengers and employees of the City of Lubbock ("the City"). Further, we understand the City of Lubbock's need for an adaptable platform to meet the technological demands of the future. To meet these requirements, Seon is proposing our Explorer TX8, eight channel DVR and camera system. Reliable and efficient, it features the latest technology the mobile surveillance industry has to offer.

Cover Letter

Seon's partnership with the City of Lubbock offers the following:

- An increased ROI by providing a path for upgrading technology as fiscal budgets allow
- An innovative, cutting edge, adaptable platform that allows future expansion with additional peripherals and system integration
- A long-term partnership to develop customized hardware solutions and software applications, integration with other on-board technology while automating internal processes within the organization and minimizing incremental capital and operating costs

We are confident that our proposal offers a high value proposition at low risk based on the factors listed below:

- Industry leading experience with large, satisfied client base = PROVEN PARTNER
- Proven technology with long-standing track record for reliability = STABILITY
- In-house development and manufacturing capabilities = VISION

Thank you for the opportunity to present our innovative solutions. We are confident that we are able to exceed the needs and expectations of the City of Lubbock over the long term.

Please do not hesitate to contact me if you have any questions, concerns, feedback, or if there is any further clarification I can provide.

Best regards,

Per Curtis L. Smith

Eric Fritz
Sales Executive - Transit Division
Seon Systems Sales Inc.
Unit 111, 3B Burbidge Street
Coquitlam, BC V3K 7B2
(e) eric.fritz@seon.com
(t) 1.877.630.SEON (7366)
(f) 1.866.664.3677

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Statement of Confidentiality

This proposal includes information, data and drawings that shall not be duplicated, used, or disclosed in whole or in part, for any other purpose other than in conjunction with this solicitation without the prior written consent of Seon Systems Sales Inc. The information and data subject to this restriction are contained in pages 33-35.

Cover Letter

January 20, 2016

Honorable Mayor and City Council of the City of Lubbock

1625 13th Street,

Lubbock, Texas 79401

Dear Mayor Robertson and Members of the City Council,

Thank you for the opportunity to review the specifications for the above referenced Request for Proposal for a Security Cameras solution for the City of Lubbock. Seon Systems Sales is honored to propose to the City of Lubbock our solution in response to the City's issuance of RFP 16-12631-TF for a Citibus Transit Bus and Paratransit Van Security Camera system.

Seon will be proposing a solution that will provide the City with a powerful, reliable and technologically advanced security system that will address the needs and requirements of the City to help protect the safety and security of Citibus passenger and employees.

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Seon Systems Sales has fully read the Request for Proposal document and understands the requirements of the City and Citibus as presented in the RFP. Seon is confident that our proposed solution will fully meet these requirements.

I am confident that the information as presented in this proposal is complete and p[roves responsive to your Request for Proposal. If you have any questions please contact me at 604-941-0880.

Sincerely,

Christopher Akiyama
Vice President of Sales

Company Overview

Who We Are

Responding to your request and needs, Seon is honored to propose to the City of Lubbock the most innovative solutions in Bus and Paratransit Van Security Camera systems. Being a leading supplier of mobile surveillance and fleet management equipment for the bus & coach industry, our company is trusted by thousands of transit agencies and school districts across North America to provide cutting edge transportation safety solutions, backed by reliable products and outstanding customer service.

Ranked #1 in the world for mobile surveillance for 6 straight years by IHS*, an independent research firm, Seon has an extensive list of similar project successes and exceptional solutions designed to meet the exact requirements that the City of Lubbock has specified.

Corporate Information

Company Name:	Seon Systems Sales Inc.	**Status:**	Incorporated
Key Contact:	Eric Fritz	**Ownership:**	Private
Web-site:	www.seon.com	**Number of Employees:**	100+
Phone (toll-free):	1.877.630.7366	**President:**	Tom Gill
Head Office:	Coquitlam, BC, Canada	**Since 2014:**	Part of Safe Fleet Family
Established in:	1999		

Seon's Vision

As part of the Safe Fleet Family of brands, our vision is to become the leading global provider of safety solutions for fleet vehicles

Company Overview

Seon's Values

Our core values ensure that the company operates focusing on the following principles:

- Developing innovative, customer-focused solutions
- Openness to technological changes
- Building outstanding relationships with our customers
- Responsibility for our work
- Product improvement to increase public safety

Seon in Numbers

We are proud to present some results of our work in numbers that speak for themselves:

# 1 supplier of mobile surveillance products (IHS Group 2007-2013)	**200,000** systems sold	**4,000 +** transit agencies and school districts in North America have benefited from our mobile surveillance solutions
29,000 sq ft manufacturing facilities	operating since **1999**	**100+** outstanding employees

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Seon's Team

Our dedicated and talented team of over 100 professionals has significant expertise in mechanical, electronic, IT, administrative, network, and software fields. The corporate culture of responsibility and collaboration helps us provide the best mobile surveillance and fleet tracking solutions for our clients to secure safe and efficient public transportation.

Tom Gill | President

Tom Gill has been with Seon since 2009, transforming the company into a bigger, more profitable and faster growing company. With natural leadership ability to drive and exceed expectations, he brings over 15 years of experience in the video surveillance industry.

Previously, Tom was the Vice President, Global Marketing, for Honeywell Video Systems, with revenues of 150+M USD, where he was responsible for strategic planning, human resources, licensing, M&A, and managing all aspects of daily operations. As a successful leader, marketer, and innovator, he focuses on building true strategic partnerships with customers and on increasing business efficiency first as the Chief Operating Officer and since December 2014 as the President of Seon.

Curtis Smith | Vice President of Operations

Curtis Smith has been involved in the security and surveillance industry for over 15 years in a variety of senior roles. Curtis' recent appointment at Seon was preceded by positions as Senior Engineering Manager and Director of Research Development at Honeywell Video Systems and Silent Witness Enterprises Ltd. respectively. Prior to that Curtis held managerial roles encompassing supply chain, process engineering and manufacturing in Long Island, NY.

As Vice President of Operations, Curtis will manage and continuously improve all aspects of daily operations with focus on the timely delivery of quality products and services for all Seon customers.

Chris Akiyama | Vice President of Sales

Chris Akiyama has been involved in mobile surveillance for over 15 years, primarily in the pupil and public transportation sectors. As the Vice President of Sales, he leads Seon's team of sales professionals who focus on exceeding the expectations of every client.

As a member of the Board of Directors on Canadian Urban Transit Association, Chris has an in-depth knowledge of the CCTV industry and transportation safety which helps him in his managing role.

Lori Jetha | Marketing Manager

As Seon's Marketing Manager, Lori Jetha is responsible for developing and executing Seon's corporate marketing strategy. Lori is a seasoned Marketing professional with over twenty years' experience in technology marketing in a variety of roles including product management, corporate communications, brand management, and strategic marketing.

Prior to joining Seon in 2012, she worked with leading technology companies such as Nortel, Motorola, SaskTel, and others in the telecommunications, wireless networking, and mobile surveillance industries, to develop transformative, customer-centric digital marketing strategies.

Matthew Thompson | Engineering Manager

Matthew Thompson joined Seon in 2009 as a Project Engineer and led the development of the company's best DVR and camera products. His skills and expertise has played a key role in the implementation of large scale mobile surveillance projects.

Since becoming the Engineering Manager in July 2014, Matthew now leads the development of Seon's complete integrated suite of hardware and software solutions. Prior to joining Seon, he worked at Nokia developing flagship multimedia smartphones. The combination of Matthew's technical and management experience, as well as his knowledge of industry best practices, helps Seon continuously develop and provide the best mobile video surveillance products.

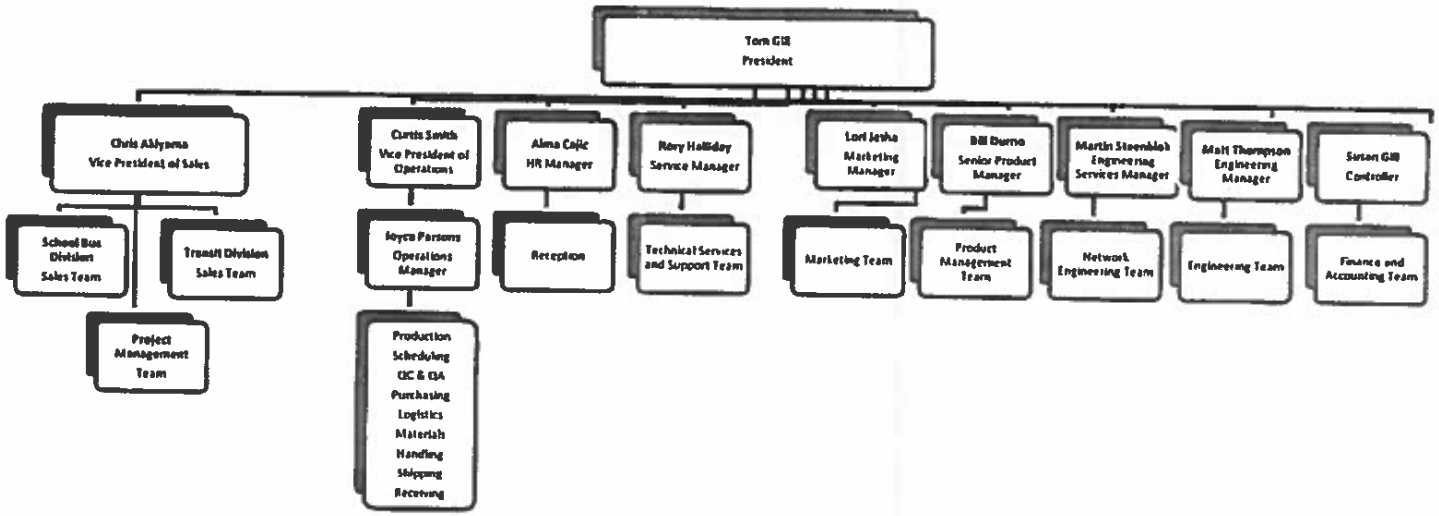
Martin Steenblok | Engineering Services Manager

As the Engineering Services Manager, Martin Steenblok is leading the design of Seon's wireless products, playing a vital role in the development of reliable and customized solutions that meet the needs of our customers. CWNA-certified, he has managed the implementation of numerous projects involving wireless technology.

Working with Seon since 2007, Martin has over 25 years of experience in the design, development, and production of electronic solutions, primarily for mobile and industrial markets. His extensive expertise in hardware, firmware, software, and mechanical design has contributed to the development of high-performance and reliable mobile surveillance technologies.

Company Overview

Corporate Structure



Company Overview

What We Offer

Seon offers a complete suite of school transportation solutions that work seamlessly together to deliver the real-time information you need to plan safe routes, track vehicles and student ridership, as well as capture, record, and automatically download video of on-board incidents.

With our surveillance and fleet management products you can get instant access to all your critical school transportation information from anywhere, anytime. Invest in the power of Seon's suite of solutions for safer school transportation!

Explorer and Trooper DVRs

Packed with powerful features, such as a built-in inertia sensor triggered to set off an alarm in dangerous driving conditions, and dual streaming, ideal for live viewing situations.
All DVRs have integrated lock-box design for quick and easy installation and enhanced security.

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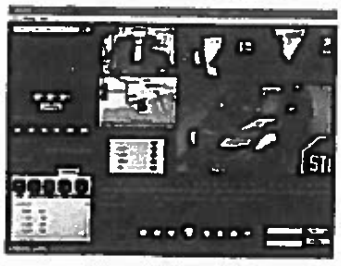
Interior/Exterior Cameras

High-resolution cameras, easily adjustable and durable, designed to withstand the test of time and the rigors of the road. Available in variety of lens sizes to capture video and audio from different angles.

vMax View

Sophisticated, but simple in use, this software allows to easily search, view and archive video footage, while protecting the privacy of passengers and drivers through an innovative blurring feature.



vMax® Commander with Smart-Reach Wireless

A web-based application that when combined with Smart-Reach wireless technology is used to download bus surveillance video and telemetry data, search for and archive video, manage DVR configurations and produce powerful reports to help you manage your surveillance system.

vMax® Live Plus

A real-time, web-based fleet tracking and management system that gives you a map-based view of your fleet in real-time providing you the video and vehicle data to improve fleet efficiency and respond to safety concerns.

vMax® Stream

Live video streaming lets you connect to a Seon video surveillance system in real-time, via a secure cellular network connection, to view video and audio from any installed bus camera.

*For more information about Seon's products see the **Recommended Solution** section of this proposal beginning on page 17.*

Company Overview

Why Choose Seon

Innovative Solutions for Your Needs
Seon offers an industry-leading portfolio of mobile surveillance and fleet management products tailored specifically to the needs of our customers. Our engineers keep up with the latest technological advances to develop the most efficient solutions to suit the present and future needs of our clients. Our robust, high-performance products are designed to withstand the harsh mobile environments in which they are deployed.

Professional R&D Team
Seon employs its own team of highly qualified engineers and developers. Our professionals, skilled in mechanical, electronic, IT, network and software fields, are what give us the ability to tailor and customize fleet management and mobile surveillance solutions to fit individual client needs. Seon's engineering team takes customer input and feedback seriously, as it often serves as the starting point for future product development and on-going product improvement.

Advanced Project Management
Our project management methodology centers around guaranteeing, to the best of our ability, that project deadlines are met. Both small and large scale installation projects are meticulously organized to ensure we stay on budget.

Customer Focus
We are proud that over 4,000 transit agencies and school districts in North America have benefited from our mobile surveillance solutions. We value our customers and, understanding the challenges of public transportation industry, we develop products that help our clients achieve operational efficiency and realize a higher return on investment. Seon's fleet management and mobile surveillance products are designed to lower the administrative requirements of managing on-board video recording systems and bus fleets.

Comprehensive Product Training and Exceptional Customer Support
Seon provides all its customers with training on installation and equipment maintenance. We guide our clients step-by-step through how to operate our software. In case of any issues and questions, our dedicated technical services team will help you diagnose and resolve the problem over the phone or by accessing your software remotely.

Expert Advice
To help our partners and customers successfully implement their surveillance and fleet management technologies, we provide case studies and expert advice. On our web site and blog, clients can find useful resources and up-to-the-minute mobile surveillance news & trends to stay ahead of the curve, as well as real-life stories (and solutions) straight from the trenches.

Company Overview

Reliable Partner

We are proud to have strong, open relationship with each of our customers and partners. This approach gives us the opportunity to develop unique solutions to respond to our clients' needs in the challenging environment of public transportation. A productive atmosphere of collaboration allows us to provide fit-for-purpose products and services to ensure passenger and driver safety

Recommended Solution

System Overview:

Seon is proposing a transit bus and paratransit van security camera system that will provide the City of Lubbock and Citibus with features, functionality, flexibility and expansion capabilities that are class and industry leading. Seon's Explorer line of video recorders, specifically the TX8 eight channel DVR, will offer the City a robust and reliable solution to view, manage save and share video, metadata and other data that is recorded across its fleet. The proposed solution will include industry leading features such as dual streaming technology, up to eight channels of audio and video, user friendly video playback and other sophisticated features that are critical to the operation of a transit authority such as Citibus and the City of Lubbock.

Seon is proposing a solution that incudes our 8 channel TX8 digital video recorder that will allow the City to have two configurations in place for the transit bus vehicles (8 cameras) and the paratransit van vehicles (5 cameras). This DVR includes 8 analog video and audio channels to capture critical video in D1 resolution. Each camera will record and archive video embedded with metadata including date, time, and vehicle number. This information will allow the City, using Seon's vMax View viewing software to view video as well as search video and data by alarm, date, and time. These recordings are recorded in a proprietary format that is encrypted for security purposes and admissible in a court of law.

In addition to the recording abilities (video and audio) of the DVR, and through the use of an operator "Panic Button", any alarm activated video events are also recorded. Another feature of the Seon system is the ability to capture, through the use of the optional GPS receiver, GPS data and vehicle speed metadata. This will allow the City to view vehicle speed, direction of travel and location including street names and enables synchronized mapping and display through the vMax View application. Seon's proposed TX8 DVR will include an integrated 3-axis accelerometer. The integrated accelerometer will provide the City with critical event detection such as when a vehicle safety threshold is exceeded due to an accident or driver behavior. The DVR will automatically record video and audio for review and analysis.

Further system features include signal and alarm input/outputs. These alarm/inputs will provide the City with information on activities including brake and turn signals, door openings etc. Seon and the City would work together to determine the optimum alarm and signal use to align with the City's informational requirements. When these alarms/signals are triggered, the video will be marked for ease of locating, retrieving, viewing, saving and archiving of the critical information provided by the signals or alarms.

Recommended Solution

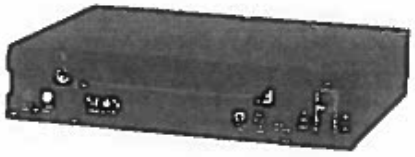
(Detailed product descriptions are available on the following pages)

Product	Product Name	Description
DVR	Explorer TX8	Eight channel DVR with 640GB HDD
Cameras	CQ Dome	Interior dome camera with integrated microphone
	CJ Dome	Forward facing interior dome camera without infrared
	CA Wedge	Exterior wedge camera
Software	vMax View	Viewing and archiving software application
Optional	GPS-4	GPS receiver integrated with wiring harness/bundle

Recommended Solution

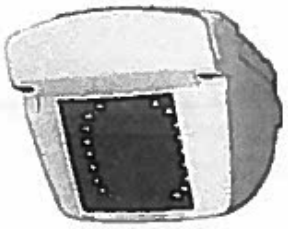
TX8

Dual hard drives offer both a fail-safe design and double the recording capacity of the TX8, which allows to record up to 8 video channels with audio. This DVR is optimized to provide a solid image quality and a few extra markings to ensure event capture — like a built-in inertia sensor, panic/diagnostic button, and geo-fencing.



CA Outdoor Wedge

The outdoor CA Wedge is a durable and versatile high resolution camera (650 TVL) designed for exterior vehicle surveillance. Its rugged, vandal-resistant housing is weather-proof and water-resistant. The camera's viewing window is UV and anti-glare protected to give you a clear picture at any time of the day. CA Wedge has two mounting options: ceiling- or wall-mount.



CJ Windshield Camera

Designed for forward facing applications through the windshield, the compact, easily adjustable CJ Dome camera is ideal for accident reconstruction and driver monitoring.

Its wide-angle lens, back-light compensation, and high-quality microphone allows to capture the view of the road ahead.

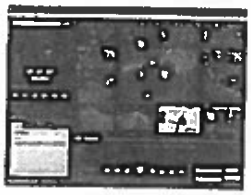
CQ Interior Dome Camera

Customized to suit any indoor surveillance applications, CQ Interior Dome Camera includes infrared LEDs for high-quality images in low-light conditions. This camera with UV protected dome and impact-resistant hard coating has a mechanically isolated microphone filtered to improve voice response which also allows recording of a high-quality audio.

Recommended Solution

vMax View

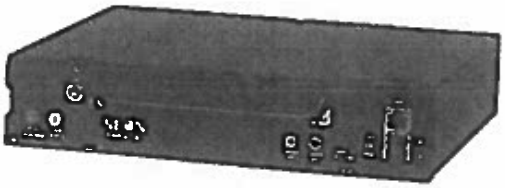
This intuitive video playback software simplifies the viewing, archiving, and retrieval of video recorded on a Seon DVR, and allows you to easily locate video by alarm, date and time, and even GPS location. Quickly and easily save video of on-board events pinpointing the exact time and location of the incident.



Detailed Solution Overview

8-Channel DVR

Dual hard drives offer both a fail-safe design and double the recording capacity of the TX8, which allows to record up to 8 video channels with audio. This DVR is optimized to provide a solid image quality and a few extra markings to ensure event capture — like a built-in inertia sensor, panic/diagnostic button, and geo-fencing.



Key Features

- Record up to 8 video channels with audio with smooth motion
- Eliminate camera system down-time by monitoring DVR and HDD status with Health-Check
- Maximized video retention time with up to 2 TB of storage
- Dual streaming technology records two information streams; one for hi-res playback and one for real-time viewing over a cellular network at 5 FPS per channel
- Built-in inertia sensor for incident alerts and critical data on vehicle handling — ideal for accident reconstruction or driver monitoring
- Fail-safe design for added reliability with dual hard drives
- Supports geo-fencing, which delivers alerts when a vehicle deviates from a geographic boundary
- Vehicle speed & location recording and easily downloadable footage with this GPS- and WiFi-ready DVR
- Panic and diagnostics buttons provide an easy way to indicate an incident or verify if the system is functioning

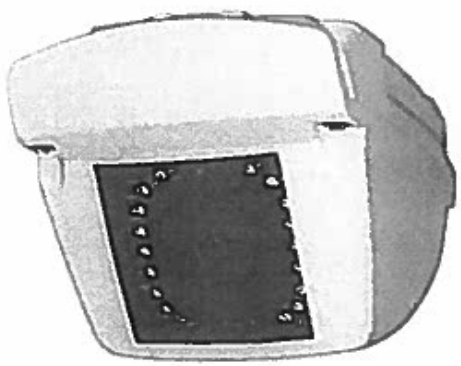
Video	
Recording Channels	8 video channels, 8 audio channels
Video Resolution	720 x 480 D1
Recording Rates	Main stream: 120 FPS Second stream: 40 FPS
Compression	H.264
Quality Settings	Adjustable, 4 levels
Auto Overwrite	Selectable on/off protected alarms
User Interface	OSD with remote or mouse, web browser, vMax® software suite
Timer	10 programmable timers
Delay On/Off	Selectable 0 to 4 hours Record Delay on - Up to 1 hr Record Delay off - Up to 1 hr Power Delay off - Up to 4 hrs
On-Screen Display	Voltage, time & date, HDD size, % full, alarm count, internal temperature, IG status, G Sensor Status, Fan Failure notification
Dual Streaming	Capable of sending low-bandwidth video images live over a broadband (cellular) network

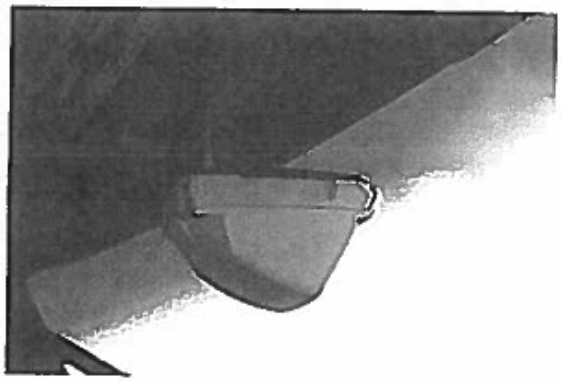
Accessories

Media Cartridge with Hard Drive, Hard Drive Reader and GPS4

Recommended Solution

CA Outdoor Wedge





The outdoor CA Wedge is a durable and versatile high resolution camera (650 TVL) designed for exterior vehicle surveillance. Its rugged, vandal-resistant housing is weather-proof and water-resistant. The camera's viewing window is UV and anti-glare protected to give you a clear picture at any time of the day. CA Wedge has two mounting options: ceiling- or wall-mount.

Key Features

- Available in 2.9, 3.6, 6.0, 16.0, and 25 mm lens for wide-angle to telephoto coverage
- Supports infrared illumination with adjustable intensity for improved night vision (2.9, 3.6, and 6.0 mm lenses only)
- Local video out connector for quick set-up of field of view and focus of the camera
- Provides anti-glare protection and scratch resistance to ensure image clarity
- Rugged, IP67 weather-proof, and vandal-resistant metal housing
- Features a 350° rotating gimbal for vertical and angular mounting
- Mounting post available

Available Lenses				
Code	Size (mm)	F-stop	Viewing Angle (v)	Viewing Angle (h)
03	2.9	2.0	67°	90°
04	3.6	2.0	55°	74°
06	6.0	2.0	32°	42°
16	16.0	2.0	13°	17°

Withstands the Harshest Conditions

A weather-proof housing protects the camera in even the toughest conditions.

The Best View Outside the Bus

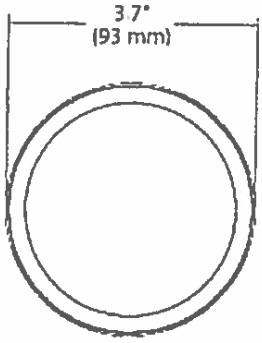
Zero in on detail or just get the best possible view of what's happening outside the bus.

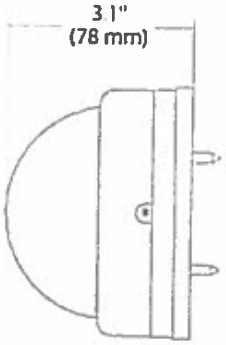
Capture Clear Night Footage

Infrared illumination captures clear images even on the blackest of nights.

Recommended Solution

CJ Windshield Camera





Designed for forward-facing applications through the windshield, the compact, easily adjustable CJ Dome camera is ideal for accident reconstruction and driver monitoring. Its wide-angle lens, back-light compensation, and high-quality microphone allows to capture the view of the road ahead.

Key Features

- 2.5, 2.9, 3.6, 6.0, 8.0 and 16.0 mm lens for coverage through the windshield
- Local video out connector for quick set-up of field of view and focus
- Back light compensation (BLC) for improved image quality in back-lit conditions
- High fidelity microphone to enable audio recording
- Vandal-resistant metal housing to prevent tampering
- Mounting post available

Available Lenses

Code	Size (mm)	F-stop	Viewing Angle (v)	Viewing Angle (h)
02	2.5	2.5	86°	113°
03	2.9	2.0	72°	96°
04	3.6	1.6	56°	74°
06	6.0	2.0	32°	42°
08	8.0	2.0	24°	32°
16	16.0	2.0	11°	15°

Ideal for Accident Re-construction

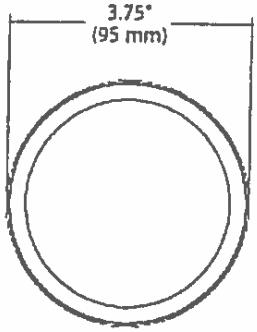
A superb, wide-angle view to see what really happened.

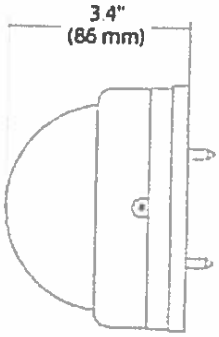
Durable & Vandal-resistant

Built to survive what you might not expect.

Recommended Solution

CQ Interior Dome Camera





Customized to suit any indoor surveillance applications, CQ Interior Dome Camera includes infrared LEDs for high-quality images in low-light conditions. This camera with UV protected dome and impact-resistant hard coating has a mechanically isolated microphone filtered to improve voice response which also allows recording of a high-quality audio.

Key Features

- Available in variety of lens sizes: 2.5, 2.9, 3.6, 6.0, 8.0, 12.0, and 16 mm
- Includes infrared LEDS with two levels of intensity for improved night vision
- Local video out connector for quick set-up of field of view and focus
- Back light compensation (BLC) for improved image quality in back-lit conditions
- High fidelity microphone to enable audio recording
- Vandal-resistant metal housing to prevent tampering
- Mounting post available
- 3D rotating gimbal

Available Lenses

Code	Size (mm)	F-stop	Viewing Angle (v)	Viewing Angle (h)
02	2.5	2.5	86°	113°
03	2.9	2.0	72°	96°
04	3.6	1.6	56°	74°
06	6.0	2.0	32°	42°
08	8.0	2.0	24°	32°
12	12.0	2.0	17°	22°
16	16.0	2.0	11°	15°

Great for Low-light Conditions

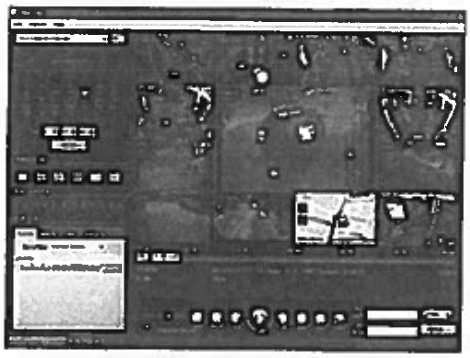
Infrared LEDs provide high-quality images in low-light conditions.

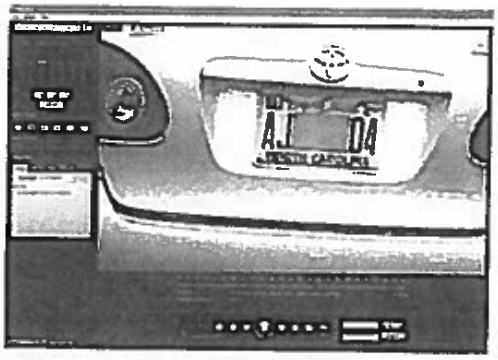
Fully Adjustable to Suit Your Needs

Perfect camera views made easy with a range of lenses and fully adjustable mounting options.

Recommended Solution

Viewing Software
vMax View





This intuitive video playback software simplifies the viewing, archiving, and retrieval of video recorded on a Seon DVR, and allows you to easily locate video by alarm, date and time, and even GPS location. Quickly and easily save video of on-board events pinpointing the exact time and location of the incident.

Customize Your Video View

Customize your display to view 1, 4, 9, 13, or 16 cameras, vehicle speed, signals, alarms, and location all on a single screen. Undock, re-size or create a still image for distribution of any camera view for better incident resolution.

Easy Route Display and GPS-based Archiving

See the route travelled synchronized with your video footage on a map within your viewing software. Mouse over your GPS track to display time, vehicle speed, direction and location, and click to set your start and end points for your video archive.

Digital Zoom

Zero in on key details in a camera view, such as facial expressions, license plate numbers, or even road signs, adding value and context to your incident investigation.

Smart-Blur Privacy Feature

When sharing sensitive video footage, you can protect the identities of innocent bystanders by creating one or more privacy zones to blur faces throughout the video clip.

Recommended Solution

Technical Compliance Matrix

Matrix can be found beginning on the following page.

City of Lubbock Technical Compliance Matrix		
Specifications	Comply/Non Comply/Comply with Modification	Comments
C. GENERAL PRODUCT SPECIFICATIONS DIGITAL VIDEO CAMERA SYSTEM		
Recording capacity shall have a minimum of 30 frames per second from a maximum of eight (8) color video cameras.	Comply	Seon's TX8 is an eight channel DVR with each channel capable of recording at between 1 and 30 frames per second (fps). The DVR can be configured with up to 4 different quality settings. The TX8 has an aggregate total frame rate per second of 120.
Recording Time shall have a minimum of 30 days or up to 300 hours.	Comply	
Recording media shall be hard drive based.	Comply	
The system shall be capable of simple recording media hard drive swapping from one transit vehicle to another without requiring user intervention to reformat the hard drive.	Comply	
The system shall have programmable recording start/end times. It shall be capable of continuing to record after the transit unit has been idle for longer than a preset period of time.		
The system shall utilize synchronized audio/video/multi-channel video viewing from all installed video cameras and microphones.	Comply	
Citibus vehicles operate from early in the morning until late at night on both urban and rural routes. The cameras must operate with a LUX rating of 0.0. The cameras must maximize image quality and automatically adjust throughout the changing light conditions, to include extremely low-light and nighttime operations. The cameras must also maximize image quality and automatically adjust throughout sudden, sometimes severe, changes in the exterior weather conditions.		With the IR on, both the CQ and CA cameras have a LUX rating of 0. For the forward facing CJ camera, without IR, the LUX rating is 0.1. IR on the forward facing camera as this would produce glare from the front windshield. In low light conditions, the illumination from the transit bus headlights will provide sufficient illumination for recording of video.
The cameras shall be mounted in a tamper-resistant and weather-resistant housing.	Comply	
The digital recording unit shall power down at a user-selectable time after the switched power is removed. If unable to power down automatically, the unit shall be able to tolerate having power removed suddenly with no negative effects on the recording unit, system hardware, operating system, stored data/video/audio, or on the system's ability to function normally once power has been restored.	Comply	The power delay off setting is configurable from 0 minutes to 4 hours.
The installed recording unit shall be vibration-resistant and shall be capable of enduring the rigorous demands associated with public transit vehicles.	Comply	
The system shall be capable of and display the GPS-automated time/date stamp and shall auto-update for daylight savings time.	Comply	
The system shall be capable of recording events while the transit vehicle ignition is turned to the OFF position for a preprogrammed time period after the transit unit has been running.	Comply	
The system shall be capable of optional event recording such as transit vehicle speedometer tracking.	Comply	Vehicle speed can be tracked and recorded through the optional onboard GPS receiver
The digital recording unit must support continuous "loop" recording. The system should be encased within a key-operated, locking enclosure.	Comply	
The system shall be adequately installed to withstand the rigors (starts/stops, shocks and vibrations) of a public transit vehicle, as well as temperature changes that vary from summer highs of 100-plus degrees Fahrenheit to winter lows of 10 degrees Fahrenheit. The system shall also be adequately installed to guard against damage or interference from an accumulation of the sand-like dust that is indigenous to the West Texas area.	Comply	
From an existing dashboard mounted trigger button, a simple steady ON or OFF warning light must notify the transit operator if the system is active or if it has failed.	Comply	

All analog cameras proposed must have a 500TVL resolution or better.	Comply	
The camera system must have the option for a Health Monitor system.	Comply.	The TX8 features a panic button which enables drivers to discretely and immediately 'tag' daily events, if necessary. These 'tagged' events are searchable via Seon vMax View review software. The panic button also doubles as a 'system status indicator' or health monitor. Like all Seon products, the button is heavy duty in design and vandal resistant. The button is typically integrated into the dashboard at the driver's station. An integrated green light encircles the panic button and constantly informs the driver of the following information: No green light = No power to the DVR/ignition not on Flashing green light = The DVR is powered up, but not recording Solid green light = The DVR is powered up and recording
Video Playback Minimum Requirements:		
Captured video shall not require a specialized Personal Computer (PC) or other proprietary PC equipment to access and view recorded events. All video system components must be compatible with Windows server 2008 or 2012 with the option for virtual server.	C omply	
The system shall utilize an industry-standard video format for playback on a standard-purchase Windows-based PC.	Comply	Seon's vMax View viewing and archiving software allows for the creation of video archives in common Windows-based file formats including AVI format, which can be viewed on any Windows based computer running Windows XP, XP Pro, Windows 7 and Windows 8OS.
Captured video must be saved in a tamper-proof recording format. The recorded data shall be capable of being deemed acceptable as evidence in legal proceedings.	Comply	The TX8 records in an encrypted proprietary format which ensures video footage cannot be manipulated or tampered with. Encrypted recording is necessary for video evidence to be considered admissible in legal situations or disputes
Captured incident clip/event data shall be automatically date and time stamped.	Comply	
All captured video shall have a zoom function to allow the system user to "zoom in" on any chosen area of the recorded video.	Comply	
The system shall include video manipulation with the ability to clip segments from and capture still images from the original data file.	Comply	
The system must have the ability to easily transfer video clips/events to a data-storage device of Citibus' choosing in a format that does not require additional software to play it back on a standard Windows-based PC.	Comply	
Video playback from removable hard-drive recording media shall take no more than 60 seconds to access and view on a standard Windows-based PC.	Comply	

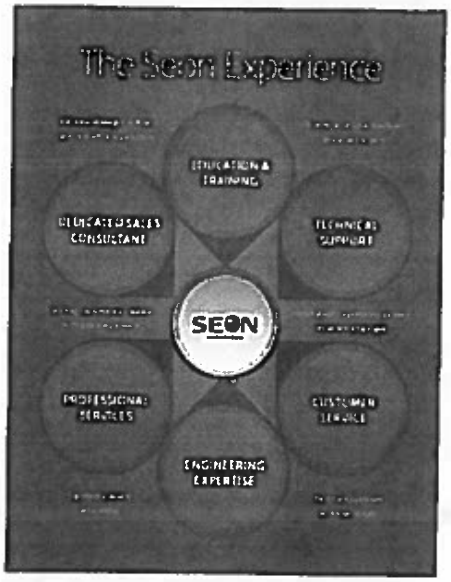
Wiring and Cabling:		
The selected vendor shall remove any and all existing security camera system wiring and cabling and replace with new wiring and cabling.	Comply	
The selected vendor shall submit wiring and cabling diagram of installed video/camera equipment upon completion of installation.	Comply	
All connectors and sockets shall be a positive locking design and shall be equipped with gold contacts or similar other rust- or oxidation-inhibiting contacts. Plug-in connectors shall have soldered wiring. All connections shall be made at terminal block ends or shall be soldered.	Comply	
Wiring shall be uniformly color-coded and tagged.	Comply	
The power source wires must be sized and rated appropriately to meet the specified requirements for unit start up and normal operation, and should prevent unacceptable voltage drops.	Comply	
Wherever there is a possibility of interference, wiring and interconnecting cables shall be properly shielded. Video and audio cables shall be gauged to minimize signal loss.	Comply	
A protective plastic or rubber grommet must be installed in every hole that provides passage for conduit or wiring to avoid chaffing, fraying, or cutting of the conduit or wiring.	Comply	
Conduit shall be installed and secured in all vehicles.	Comply	
All wires and cabling shall be concealed in a vandal-resistant and tamper-resistant manner.	Comply	
System planning and installation:		
The vendor shall conduct a detailed survey of each transit vehicle type and develop a vehicle layout plan documenting the location and "field of view" for each vehicle type in the fleet.	Comply	
Vendor shall assist Citibus in test implementation of the proposed system in order to ensure that the proposed system satisfactorily meet the needs of Citibus.	Comply	
Vendor shall provide installation, documentation, maintenance and user training for selected Citibus staff.	Comply	All new Seon customers receive system installation and training as part of any system purchase. The customer's staff and maintenance employees will receive training on system installation, maintenance and troubleshooting that will give them a basic technical understanding of the system hardware and software. This will allow the customer's staff to perform technical trouble shooting of most issues. In addition, the customer will have remote access to Seon's qualified Technical Support staff to assist them with troubleshooting any system issues for the life of the system. The customer's maintenance staff will be trained to perform tasks such as onboard DVR programming, removal and installation of hardware and other Tier 1 maintenance procedures.
Vendor shall conduct final acceptance testing as deemed satisfactory by Citibus.	Comply	
Vendor shall provide a minimum standard warranty on all equipment and shall maintain all equipment throughout the warranty period.	Comply	Seon provides a standard 3 year parts and repair labor warranty on DVR's, cameras and storage media (including hard drives). Further in formation can be found in the Product Warranty section of this response.

The Seon Experience

Seon is known for its outstanding sales support and customer service, client education and engineering expertise. Out team understands the unique requirements of every transportation system and can easily help you customize a solution to suit your special needs.

We are confident in the reliability and quality of our products and we ensure your project is always completed to the high standards our reputation is built on.

Should the City of Lubbock partner with Seon, our experts are available on-demand to handle every aspect of the sales, installation, and support process.



Sales Support

Right from your first contact with Seon, you'll see a big difference in our approach. Support is more than pricing, sales, and installation. Support is about sharing our expertise to give you the very best advice and solution. Our sales associates are here to help you identify the right products for your needs and your budget.

Seon's representatives will help you build your unique video surveillance system with minimal expenses and maximum functionality. If you would like to upgrade to a newer version of our products later, your sales associate will be there for you to recommend the best solution.

If you require a demonstration of the product, Seon's representative will provide you with the opportunity to test the system.

Support is also about being available after the sale. At Seon, knowledgeable service is never more than a phone call away. A friendly voice is always at the other end of the line, ready to respond to your every need.

If a product must be replaced or repaired, we will immediately ship you the required equipment to ensure the best experience of using our products. For your staff, we offer a toll-free telephone number that can be used to contact us for solving your problem.

The Seon Experience

Technical Support

Seon's technical support team provides award-winning service via a highly specialized network that includes self-service online tools, global service providers, and an outstanding call center.

We have a free support line for our customers (tel.: 1.844.899.7366), where dedicated employees of the company, experts in mobile surveillance and Seon products, will help you diagnose and resolve the issues of your business. Whether you contact our staff to inquire about warranty or out-of-warranty products, you'll get a competent answer from our trained personnel, not a call taker based in an overseas call center. Our goal is to give our customers the best assistance and advice possible.

We can guide you step-by-step through how to install, fix, or operate our software. If your problem can not be solved by phone, with your permission, our tech support staff can access your computer remotely to fix the issue.

"Along with superior camera systems, Seon also provides excellent customer service. The support team is just a phone call away, and their sales reps always make sure our needs are met. Our experience with Seon has been nothing less than satisfying."

-Kenneth Morosko
Transportation Director

On-line Resources

To help you resolve your issues faster, whether it is a basic software set-up or a more complex problem, we use efficient web-based tools, such as GoToAssist and GoToMeeting. Seon team also employs GoToMeeting to assist our sales representatives with training and webinars.

For your convenience, we publish the latest versions of our catalogs on Seon web site with the overview of solutions that we offer, as well as detailed specifications for all our products.

To make your experience using Seon systems pleasant and trouble-free, we hold training webinars on a regular basis. Additional video materials with instructions on installation and troubleshooting are published on our customer support site.

We pride ourselves on our customer support. While all repair and in-house technicians handle service work, all service records are logged and summarized for analysis. Service record analysis enables us to efficiently identify any common system issue(s) or reasons for failure, and then quickly correct these potential obstacles.

"I choose Seon above others because I am so pleased with the customer service this company provides to us. Everyone I have worked with over the past several years (sales, the service department, and install) really represent Seon well. My needs are always met as the customer. Thank you for the services you provide."

-Kim McAbee
Transportation Supervisor

The Seon Experience

Customer Testimonials

"The two most important reasons I would recommend Seon's camera system and wireless solution is for time savings, and peace-of-mind. I wouldn't feel as confident as I do without Seon's products. I can't stress enough how strongly I feel about this for all transportation directors. It's a no brainer."
Dan Lanham | Director of Transportation, Green River Intra-County Transit System

"It's a huge deterrent when you have these cameras on your buses and in your facilities. There are more than 1,200 cameras monitoring transit users and there has been a reduction in serious incidents since they were installed."
Doug Mosher | Transit Security Manager, Halifax Metro

"Seon has such exceptional customer service. If I ever have questions or need anything I have support. Whenever I have had to call into service, the team was helpful and efficient."
Robert Lockman, Risk Manager at the Transit Authority of Northern Kentucky

References

Seon has a long history of successful installation projects and workload transitions, all of which were completed on time, within budget, and without interruption to the client. Our past successes are largely due to the competence of our staff, the structure of our organization, and our detailed approach to project planning.

Over the past 13 years, Seon has fulfilled the demands of its clients and every project listed on the References form in the Supporting Documents section of this response was completed on time and within budget.

Further information regarding these references is available upon request.

The Seon Experience

Case Studies

Seon's mobile surveillance and fleet tracking systems have helped thousands of school districts and public transit agencies better monitor and manage their fleets to ensure passenger safety and fleet efficiency. Further information can be found beginning on the following page.

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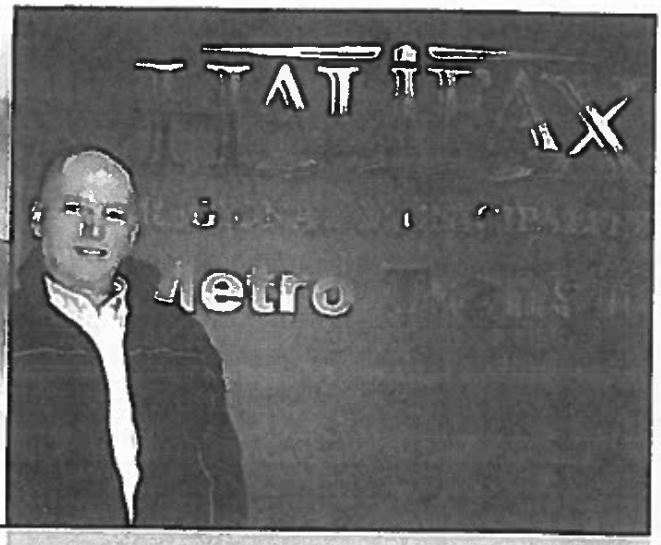
Case Study

Camera Systems Deliver Significant ROI for Transit Agencies

SEON

www.seon.com



"Following the installation of our mobile surveillance system, effective employment of camera systems contributed to a recovery of the procurement cost in a year-and-a-half."

Doug Mosher – Manager, Transit Security

Halifax Metro Transit Recommends Mobile Surveillance as a Must-have for Public Transportation

Doug Mosher, Halifax Transit Security Manager, says that in 2008 Metro Transit decided to purchase digital video recording (DVR) systems for its entire fleet. Currently, the transit property is the 62nd largest in North America, with approximately 340 buses. Halifax Metro Transit knew it was time to invest in a mobile surveillance system because obtaining relevant evidence related to incidents required extensive interdepartmental investigations and collaborations to determine cause and if any resulting claims were genuine. "The potential cost of something going to litigation is very real. Our Halifax Risk Management group claims that the install of the camera systems was the right call at the right time," recalls Mosher.

Mosher reflects on how having bus cameras reduces excessive time spent scrutinizing an incident. "Having the camera systems have cut down the amount of time spent investigating an incident tremendously because we can now actually see it. That's a benefit and a great cost savings." He adds that cameras have been accepted by the Bus Operators: "Our operators were slightly skeptical when we first started the install. Now, many look at the camera

THE CHALLENGE

- Extensive investigation of incidents and accidents
- Resolving claims that may be fraudulent
- Identifying time and labor savings
- Knowing passengers and drivers are safe

THE SOLUTION

Mobile Surveillance for Entire Transit Fleet

- Digital Video Recording (DVR) Systems

THE RESULTS

- Efficient identification of what happens in transit
- Mitigation of incidents and accidents (prevention of potential litigation
- ROI: In 1.5 years the mobile surveillance solution paid for itself (estimated 2 million dollars)
- Crimes down significantly since cameras installed

COMPANY PROFILE

- Halifax Metro Transit
- Approximately 340 buses
- The 62nd largest transit property in North America

system as being their silent partners." Transit cameras provide evidence related to criminal activity and potential litigation. Bus cameras provide added safety for drivers and passengers; the systems are a huge deterrent for criminal activity on buses.

In addition, the cameras help Scheduling Technicians contribute to effective route development such as identification of scheduling deficiencies and efficiencies. Technicians review the cameras on a regular basis to improve transit service delivery.

Digital Video Recording (DVR) Systems Help Identify What Really Happened

The bus camera systems allow Halifax Metro Transit to know what happened in the event of an incident or accident. Designated staff can physically see what happened and review as needed.

"There are so many benefits to having the cameras — the list goes on and on. The motivation for Halifax to invest in a mobile camera system was fueled by events occurring on our buses," relates Mosher. "There were no consistent options to effectively investigate the circumstances. One of these occasions included a physical assault involving one of our female operators. We knew we had to do something immediately. We had planned a phased-in implementation of the cameras, but after that particular incident, we decided to do an entire fleet installation. The assailant was apprehended; however we couldn't see what happened."

"For traffic investigation and accidents, other than doing physical measurements, we didn't have a way to see exactly what happened. Now we have the ability to do that."

Mosher goes on to explain how having camera footage helps saves time. "It is not just the amount of time we spend investigating, it's the amount of time the transit staff, police, human resources (HR), and risk management spend investigating our claims and accidents. The time required to confirm the claim is sped up significantly by having digital recording."

Mitigate Fraudulent Accident and Incident Claims

Mosher expressed how having cameras on the bus limits potential litigation costs. "Effective mitigation of fraudulent claims helps prove the system yields return on investment," explains Mosher. "In most cases, you can clearly see whether or not someone is injured. The chain of custody starts with us. The goal is that by viewing the recording, proof of a fraudulent claim is available right from the beginning."

"We have incidents onboard where claims are made that are not legitimate — you know right away with cameras if they are or not. We have means to mitigate that."

When asked the single most important reason he would recommend camera systems, he replied, "The most important virtue of the cameras, aside from the obvious security enhancement for employees and passengers, is risk management. Being able to identify legitimate or illegitimate claims, to properly investigate accidents, to look at the recording and see if someone is injured and identify what happened can save thousands of dollars in potential litigation. It's unfortunate, but there are a lot of individuals out there that will try to gain from incidents on our buses, even though they're not injured," says Mosher. "Prior to the bus cameras, someone may submit a claim that really wasn't justifiable. Some people are legitimately hurt, and we can ascertain that. And some people are not hurt. We can ascertain that too."

Mosher goes on, "The cameras simply don't lie. What you're seeing is what happened. Many of our operators will not drive the bus without the cameras rolling — they feel safe and protected by them."

ROI with Potential Savings of up to Two Million Dollars in Less than Two Years

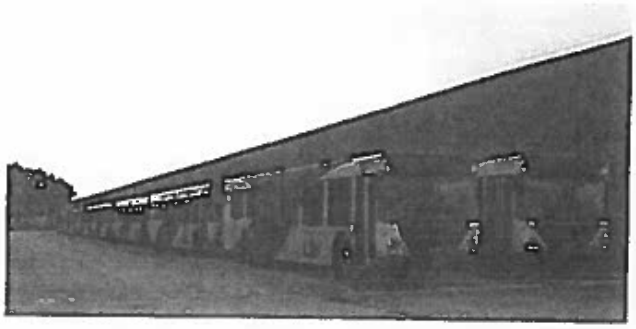
Mosher explains that the camera systems on the fleet have delivered a return on investment. "The time saved in administrative and investigative requirements, as well as the ability to moderate potential litigation costs, have had a positive impact on fiscal accountabilities in Halifax. When we have a serious incident, the video is processed and in the hands of the police within an hour," says Mosher. "Without the cameras, we would spend many hours trying to determine what happened, and may never have the complete story. Our Risk Management team says that any public transit fleet that does not have a camera system in its buses is at an automatic disadvantage."

"Our mobile camera system has recovered its cost. To put that figure into perspective, it cost us upwards of 2 million dollars to procure and install the systems — in any case, a huge ROI."

When asked how much money he felt the camera systems saved annually, Mosher responded, "It's hard to pinpoint exactly the amount of money you would save. But what I can tell you is that I have been told that in a year and a half, our mobile camera system has recovered its cost. To put that figure into perspective, it cost us upwards of 2 million dollars to procure and install the systems".

Bus Cameras Play a Big Part in Ensuring a Safe Community

Having cameras on public transit is part of the development of a safe community. Since having the DVR systems installed on Halifax Metro's fleet, crimes on buses are down



significantly. They assist the police in the investigation of incidents: "When you think about it, there are over 300 video systems traveling the streets of our city. If there's an incident in close proximity of the bus, then we may be able to assist in the investigation of that event. This is another way we can help our local authorities, and save them time and money as well."

When it comes to law enforcement, DVR systems are a huge benefit. The time difference police would normally spend investigating an incident on a bus without cameras, compared to a transit bus with cameras is significant. "It boils down to an expedited investigation and affirmative corrective action, which also equates to cost savings," reports Mosher. "From a security perspective, we use our cameras to investigate multiple events each year. We are seeing reductions of events on our buses annually. If we did not have the cameras there would be no deterrence value and the added time and money spent investigating events on the buses would be incredible," relates Mosher.

To sum up the big picture of having camera systems on public transit, Mosher adds this: "The system is a must-have for keeping our transit drivers and passengers safe. We like to promote public transit as a safe haven. It is a part of our provision of a safe, inclusive, and welcoming community. We want our city to be a safe place to live, work, and play. The more we do to provide a safe transit service in our community will help us achieve that goal — And bus camera systems help us do it."

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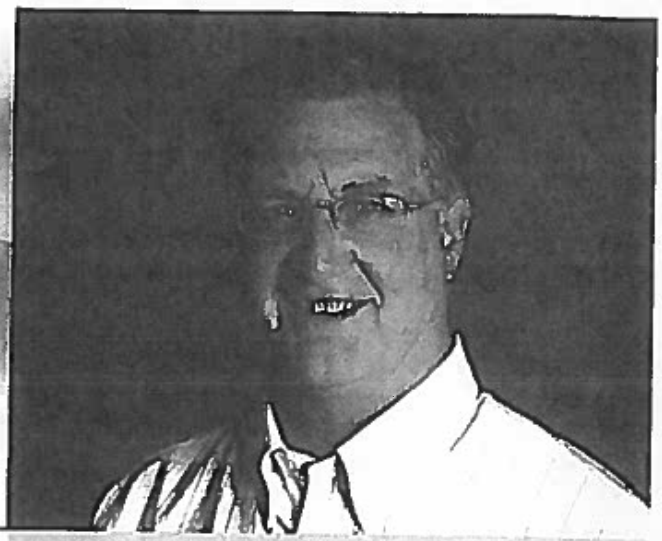
Case Study

Seon Camera Systems Provide Peace-of-mind for Transit Agencies

SEON www.seon.com



"Our biggest problems were false claims and allegations against our bus drivers — with Seon's camera systems, we can easily determine what happened and get the peace-of-mind we deserve."

Robert Lockman – Risk Manager

The Transit Authority of Northern Kentucky Prefers Seon over other Bus Camera Vendors

Robert Lockman, Risk Manager at the Transit Authority of Northern Kentucky (TANK), joined the TANK team in 2010. TANK operates 27 routes, through 19 Park & Ride locations, 365 days a year. When he started, TANK had mobile surveillance systems installed on their fleet — there were some Seon products, but most systems were from a different vendor. Lockman is a firm believer in mobile surveillance: "I've never worked in transit with no cameras on the buses," he says. "However, I have talked to some transit staff from other locations that do not have cameras – primarily smaller sized bus companies. My first question to the managers and directors is, 'Why do you not have cameras?' – it doesn't make sense to me with the benefits they provide."

Lockman reflects on how he decided to purchase more Seon cameras for his buses. "When I first came to TANK, I could see that Seon's products had the better video image quality," he recalls. "Also, the other vendor's footage was very slow to load and view on the computer. I could not fast forward the video, which wasted time when trying to find a particular incident."

THE CHALLENGE

- Investigation on false injury claims
- Investigation of allegations against bus drivers
- Already had some bus cameras, but poor in quality and had limitations viewing footage
- Low level of bus camera technology knowledge

THE SOLUTION

Seon's Mobile Surveillance for Transit Fleet

- Seon Digital Video Recording (DVR) Systems

THE RESULTS

- Prevention of false injury claims (incidents & accidents)
- Mitigation of allegations against bus drivers (prevention of potential litigation)
- ROI: Seon's mobile surveillance solution paid for itself in the 4 years Robert Lockman has been at TANK (Example: potential litigation can amount from $10,000 to $25,000 — approximately the cost of 1-3 Seon DVR Systems)
- Increased knowledge about mobile surveillance technology (Seon systems are user-friendly)

COMPANY PROFILE

- Transit Authority of Northern Kentucky (TANK)
- 100 - 120 buses
- 3.3 - 3.7 million passengers transported annually

It became clear to Lockman that it was time to phase out the other vendor and bring in more of Seon's products. "Every year we would purchase new buses and retrofit them with Seon's mobile surveillance camera systems," says Lockman. "We would update buses that currently had the other vendor's products with Seon's."

Seon Camera Systems Provide Users with Confidence to View Video

Lockman explains that for him, mobile surveillance technology did not come naturally. At first he felt nervous and hesitant to use the product and view the video.

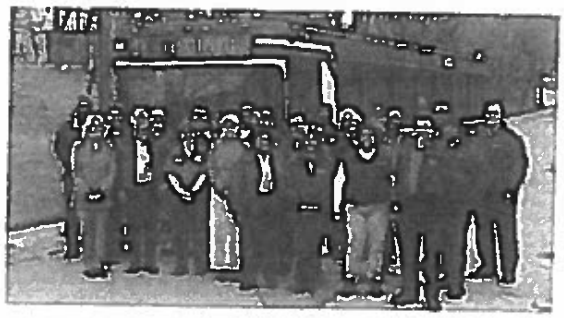
"I was not very familiar on how to get started using mobile surveillance. Although I wanted to learn, I was afraid to use it," he says. "I'm not technologically inclined – I never had any training on video. I had a clerical employee at TANK show me how to look at the video and save it. She gave me a brief demonstration of this, and that was it."

Lockman goes on to explain that once he started getting into it, his confidence with the product grew. "The more I viewed the video, the more comfortable I got – I realized

"The more I would view Seon's video, the more comfortable and confident I became with the technology."

how user-friendly Seon's products and software are," he states. "My Seon sales executive at the time, Mike Bismeyer, came in and demonstrated how to use the system — Seon has such exceptional customer service. If I ever have questions or need anything I have support. Whenever I have had to call into service, the team was helpful and efficient."

Lockman describes a typical scenario when needing to view video: "I pull the hard drive from the bus and pop it into the hard drive reader at my computer. If I know the time of the incident or accident, I click the mouse and go right to that specific time of the recording. If I'm unsure of the exact time, it is simple to get to the point of the incident because I can fast forward and rewind quick-and-easy. This saves me a great deal of time! For me to be



able to talk about this is a really big thing — if I can do it, anyone can do it! Seon's products are so easy to use."

Mitigate Fraudulent Accident and Incident Claims

One of the biggest issues at TANK is when they have false accident or injury claims. Along with these concerns are false allegations against the bus drivers. "Often our bus drivers have allegations against them from passengers," says Lockman. "For example, a passenger may claim that the bus driver was rude, or that he did something wrong. With Seon's bus camera recordings, we pull the hard drive, view the video, and 99 out of 100 times, the allegation against the bus driver was false."

"It is hard to figure out the truth without bus cameras — Seon's products give us the means to know what happened."

In regards to accidents and incidents with public transit, bus cameras provide the video needed to know exactly what happened to mitigate fraudulent claims. Lockman explains, "Whether there is a collision or someone trips and falls, I have never had anything but reward by viewing the video. I understand that there are two sides to every story — with video I can see the truth for myself."

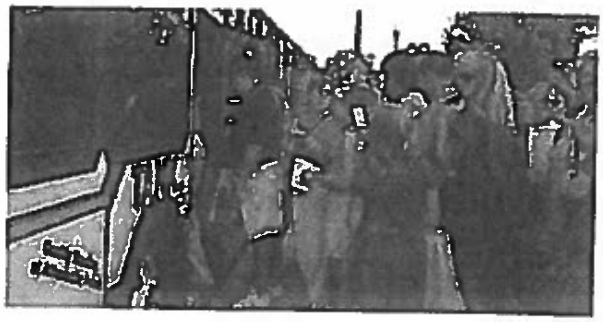
Lockman explains the benefit of having video over not. "Incidents happen every single day of the week: an accident, someone falling, a passenger saying the driver was rude, and so on. Video helps immensely in saving time for human resources, the risk management team, the transportation department, and managing/training bus drivers. There are some drivers that feel they are being watched, but I tell them this: if you aren't doing anything wrong, you don't have to worry about the cameras — the video is going to help you rather than hurt you."

ROI with Savings from Prevention of Potential Litigation — Mobile Surveillance Systems Have Recovered their Cost

Lockman clarifies that the Seon mobile surveillance systems have recovered their cost. The camera systems are a huge return on investment with time savings and prevention of potential litigation cost. "Having mobile surveillance is a huge ROI. I can always see who is at fault in an accident or incident, and this saves so much time. Even further, subrogation claims have ended up paying me when they were looking for me to pay them!"

"Over the four years I've been with TANK I've saved more than what the cost of the mobile surveillance systems were."

When asked how much he felt he has saved with mobile surveillance, Lockman responded, "It is hard to come up with a number. Every year is different in regards to the amount of incident and accident claims we receive — sometimes it is a property damage claim, sometimes it is a claim for bodily injuries. Whatever the claim may be, if it went through or if it was investigated further without video, the dollar amount we could spend is substantial for each claim."



Lockman gives an example of how much money having a mobile surveillance could save. "We had a false injury claim at TANK. A woman said that the bus driver slammed on the brakes and that she fell and broke her ribs. After pulling the video and showing it to the attorney, he immediately walked away because the claim was so visibly false. This claim could have cost us $10,000 to $25,000."

Lockman sums it up by explaining that although Seon's mobile surveillance is a proven ROI, it is much more than that. "Over the four years I have been here, I definitely have saved more than what the cost of the camera systems were. That being said, the Seon mobile surveillance systems' importance is much more than the ROI: they help provide a safe place for our bus drivers and passengers. They reveal the truth in seconds. They save time and heartache. The worth of the systems is much more than a dollar amount."

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Project Management Plan

Seon has a successful track record of ensuring each project is completed as promised in a professional and timely manner to meet or exceed the clients' expectations. This is done through a well-defined project management approach ensuring the quality of the provided solution and its efficient implementation.

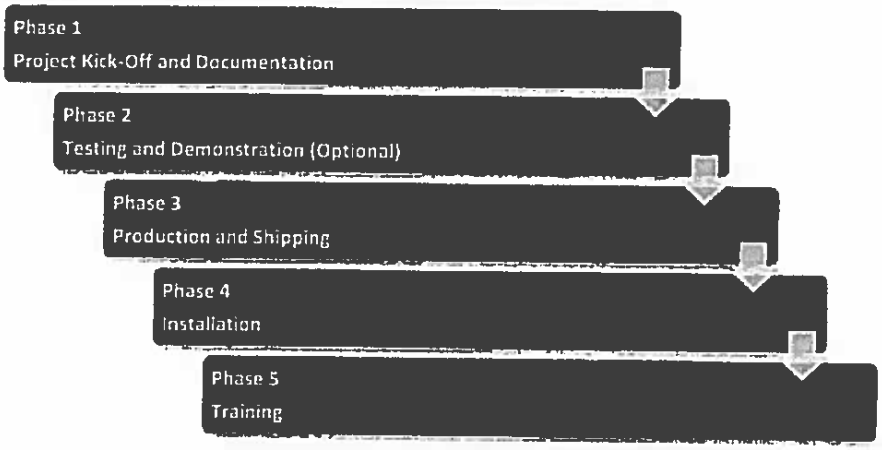
Seon's Project Management Methodology

To provide the City of Lubbock with exceptional service and experience, we have adopted the Critical Path Method as the guiding ideology behind our project management processes. At the beginning of each project, Seon Project Managers develop detailed plan of all activities required to complete the implementation of the proposed solution. Since we value your time, our team can propose you the best operations schedule depending on the availability of your vehicles and employees.

All progress meetings, that can be held onsite or remotely via webinar, are established in the best time suitable for the City of Lubbock to keep track of ongoing work. Seon team members, specially assigned to the project, collaborate with your staff to ensure the implementation is performed in accordance with the company's standards and requirements. Our key personnel are there to answer all your concerns, suggestions or make necessary adjustments.

Project Phases

To ensure successful implementation of Seon's solutions at the City of Lubbock, we've developed a five-phase management plan. Following it, will allow us seamlessly integrate new products into your school bus fleet management system with minimum interruptions for your business.



Project Management Plan

Detailed Work Plan: Project Phases

Phase 1 **Project Kick-Off and Documentation**	Upon the receipt of Notice to Proceed from the City of Lubbock, Seon will schedule a project kick-off meeting to discuss project expectations and requirements, test phases, and system configuration. After the meeting, our engineers will draft the System Design Document with system architecture and installation description. Once the System Design Document is reviewed by the City of Lubbock, all additional recommendations or alterations are made and approved, you will be required to provide notice to proceed to the next project phase.
Phase 2 **Testing and Demonstration (Optional)**	This phase gives the City of Lubbock the opportunity to fully evaluate the proposed solution. Since the demonstration period usually increases the project completion time, this stage can be bypassed by the client's request.
Phase 3 **Production and Shipping**	Once your approval to proceed is granted, the required systems will be scheduled for production. Then, the assembled product will be shipped to the designated property of the City of Lubbock. When you receive the system from Seon, our installation coordinator will review the installation schedule and arrangements with your staff to minimize disruption of your normal operations.
Phase 4 **Installation**	The installation usually starts from implementing a system on one of your vehicles, so that you can review all camera locations and angles. This vehicle will serve as a template for other installations, which will be delivered in groups to facilitate a streamlined installation method and to reduce the time of project completion. Seon's engineers will check the security and safety of all equipment, so that no damage is caused to your vehicles. At this stage, brief hardware and software training will take place to ensure employees are comfortable using the system.
Phase 5 **Training**	After the installation, your Sales representative will set up additional training for your administrative and technical staff. It will cover the overview of the system, maintenance and troubleshooting, retrieval and archiving of the recorded video, and other operations. The hardware and software training will be adjusted to the needs and capacities of the City of Lubbock. Depending on the complexity of the installed system, additional training and webinars can be provided later at no cost to your organization. Seon will also present you hard copies and electronic (.pdf) files of all necessary manuals and instructions.

Assigned Personnel

Seon is famous for its personalized customer service and outstanding client training. Our highly qualified employees will help efficiently implement your project with minimum interruptions of your normal business operations. Seon's Project Manager Peter Klemm will be your first point of contact to assist you with major implementation requests and matters.

The primary individuals responsible for the the City of Lubbock's project documentation and administrative operations will be:

- Eric Fritz, Sales Executive (Lead contact)
- Alwyn Slabbert, Project Manager (Secondary and technical contact)
- Chris Akiyama, Vice President of Sales
- Brad Green, Installation Manager

The above individuals have completed several recent Seon installation projects with similar requirements and possess extensive installation and project management experience.

Assigned Personnel Profiles

Eric Fritz | Sales Executive

Eric brings over fifteen years of passenger transportation management expertise to Seon. His industry experience allows him to bring real-world answers to real-world questions resulting in service excellence and customer loyalty. Eric is committed to helping you find the right technology to protect customers and staff while improving your organization's bottom line.

Alwyn Slabbert, B.Eng. (Hons), M.Sc. (Finance) | Project Manager

With formal training in engineering and finance, Alwyn is able to effectively manage technical engineering projects from the ground up as well as monitor cash flow and project expenditure to ensure budgets remain on target. Alwyn consistently achieves meaningful tactical goals, and has extensive experience in setting strategic direction, which includes continuously developing and refining systems, processes, and procedures as they pertain to large, complex Seon installation projects. Alwyn has an extensive track record of career success that includes many successful terms as CFO, Operations Manager, Manufacturing Manager, and Project Manager at various large corporations. Additionally, Alwyn has received numerous project management awards and commendation from large global companies such as Mercedes Benz.

Product Warranty

Seon is proposing a 3 year parts and repair labor warranty for the DVRs, cameras and all storage media including Hard Drives. All other products and system equipment including accessories are subject to a 1 year parts and labor.

The warranty period begins from the date of acceptance following installation by Seon authorized staff or contractor.

Seon manages all product issues through a return to vendor policy or "return merchandise authorization (RMA)" process where if a customer experiences an issue with a Seon product or accessory during the warranty period, the customer is responsible for the return of the product or accessory to Seon so that Seon can determine if the product is defective and subject to warranty coverage.

For complete details on Seon's product warranty, please refer to the Seon Design Inc. Product Warranty wording beginning on the following page.

SEON

Seon Design Inc. ® Product Warranty

Seon Design Inc. ("Seon") warrants the cameras and components listed below against defects in workmanship and materials provided that such defects appear or are discovered within the respective periods specified below and provided further that the purchaser of such products notifies Seon of such defects in writing within thirty (30) days of the appearance or discovery of such defects

- Three (3) years from date of purchase, parts and repair labor on all Cameras
- Three (3) years from date of purchase, parts and repair labor on the Explorer® Premier, DX, TX, EX, MX, and Trooper® TL series mobile DVR Systems
- Three (3) years from date of purchase, parts and repair labor on all storage media (including hard drives)
- One (1) year from date of purchase, parts and repair labor on the Smart Reach® Wireless systems and other Wireless products
- One (1) year from date of purchase, parts and repair labor on the VML Controller, Student Tracking RFID reader, and other vMax Live Plus hardware products
- One (1) year from date of purchase parts and repair labor on all other products and accessories

If Seon repairs any camera or component which is out of warranty Seon warrants such repaired cameras or components against defects in workmanship and materials provided that such defects appear or are discovered within 90 days from date of shipment of such repaired camera or component to customer by Seon and provided further that the purchaser of such products notifies Seon of such defects within thirty (30) days of the appearance or discovery of such defects

Subject to the terms and conditions listed below, during the relevant warranty period Seon will repair, replace, or refund the purchase price for the defective product, whichever Seon considers to be appropriate in the circumstances, in Seon's sole and arbitrary opinion, free of charge. any defective products returned prepaid. In the event purchaser has a problem with any Seon product, please call and request a **RETURN AUTHORIZATION (RA) NUMBER** from the Service Department. Please call 877-630-7366 or (604) 941-0888 and ask for the Service Department. Be sure to have the model number, serial number and the nature of the problem available for the customer service representative. Prior authorization MUST be obtained for all returns, exchanges, or credits **ITEMS SHIPPED TO SEON WITHOUT A CLEARLY IDENTIFIED RA NUMBER MAY BE REFUSED**

Products returned will be tested to verify for possible defects. Upon verification of a defect, the product will be repaired or exchanged, or the purchase price will be refunded or credited to the customer's account, at the sole option of Seon. In the event of replacement, the returned product will be credited to the customer's account and a new invoice issued for the replacement item. Seon reserves the right to refund the purchase price or to issue a credit only in lieu of replacement. Seon may use new or refurbished replacement parts for repairing its products at its sole and arbitrary discretion. Seon may replace an entire unit with an equivalent model, at its sole and arbitrary discretion If a unit is exchanged the returned product shall become the property of Seon and the exchange product becomes the property of the purchaser, and the remainder of the warranty that applied to the original unit purchased shall apply to the exchanged product. Exchange units may be new units, or units that have been repaired to full factory specifications, at Seon's discretion. If the product is found to be in good working order or its inability to function properly is not covered by this warranty, the product will be returned in the same condition as received unless repair is possible and requested by the customer. Repairs of such nature will incur a charge for parts and labor and will proceed only by agreement with the customer to accept the charge.

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ADVANCE REPLACEMENTS

If there is a defect in workmanship or materials covered by this warranty in a camera, recorder or component and customer notifies Seon of such within sixty (60) days of:

(a) the date of installation of such product if the installation of such product was done by Seon; or

(b) if Seon did not install the product, of the date of shipment of the product to the customer by Seon,

and the customer requests advance replacement of such product by Seon, Seon will replace such product without charge in advance of return of such product by customer to Seon provided that if customer has not returned the defective product to Seon within sixty (60) days of the date of shipment by Seon of the advance replacement then Seon will invoice the customer for the purchase price of the advance replacement product including shipping costs and any taxes, duties or other charges related to the advance replacement and the customer shall pay to Seon the amount invoiced within 30 days of receipt of invoice, or if the customer has a written agreement with Seon regarding credit terms, then the customer shall pay the amount invoiced in accordance with the agreed upon credit terms.

This warranty shall not apply:

(a) to equipment not supplied by Seon;

(b) to computer equipment supplied by Seon (such as monitors, printers, servers and laptops) not manufactured by Seon. The customer must contact original manufacturer of such equipment for warranty terms and service.

(c) to equipment, including any components, which shall have been operated in excess of rated capacity, subject to negligence, accident, or damage by circumstances beyond Seon's control, or to improper installation, operation, maintenance, servicing, alterations or storage, modification without Seon's written authorization, misuse, vandalism, fire, floods or acts of nature so as, in Seon's exclusive and arbitrary judgment, to affect the same adversely;

(d) to equipment that is installed utilizing installation products not supplied by Seon;

(e) if the warranty seal on the DVR has been broken or tampered with;

(f) if the serial number for the product has been altered in any way; or

(g) if the product has been operated outside of the specified Operating Environment specified in the Seon User's Manual for such product; or

(h) to cover any costs incurred by the customer for the removal of defective cameras or components or of non-defective cameras or components, or for the installation of repaired cameras or components or for the reinstallation of non-defective cameras or components, all of which are for the account of the customer.

Disclaimer

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SEON EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, DURABILITY OR FITNESS FOR PURPOSE AND ANY WARRANTIES OR MODIFIED WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING.

Any description of the goods or services, whether in writing or made orally by Seon or Seon's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with customer's order are for the sole purpose of identifying the goods and/or services and shall not be construed as an express warranty. Any suggestions by Seon or Seon's agents regarding use, applications or suitability of the goods and/or services shall not be construed as an express warranty unless confirmed to be such in writing by Seon.

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Purchaser assumes full responsibility for selecting products to achieve purchaser's intended purposes, for properly installing and using those products, and for verifying the results obtained therefrom

PURCHASER'S EXCLUSIVE REMEDY AND SEON'S ENTIRE LIABILITY ARISING FROM OR IN CONNECTION WITH PURCHASER'S USE OF THE PRODUCTS AND/OR THIS AGREEMENT SHALL BE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS, OR REFUND OR CREDIT OF THE PURCHASE PRICE OF THE PRODUCTS AS SET FORTH ABOVE. SEON SHALL NOT BE SUBJECT TO AND DISCLAIMS: (A) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (B) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE, AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO GOODS SOLD OR SERVICES RENDERED BY SEON, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (C) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND CONTINGENT DAMAGES WHATSOEVER, EVEN IF SEON HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the generality of the foregoing, Seon specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of goods or any associated equipment, cost of capital, cost of substitute goods, facilities or services, down-time, shut-down or slow-down costs, or for any other types of economic loss, and for claims of customer's customers or any third party for any such damages. Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages, so this limitation or exclusion may not apply to purchaser. In no event shall Seon's total liability for any damages to purchaser or any other person in connection with the products or this agreement exceed the lower of the suggested list price or the actual price paid for the products, regardless of whether such liability arises from contract, tort, warranty or any other form of claim. If any provision of this agreement is found to be void, invalid, or unenforceable that finding shall not affect the remaining provisions, all of which shall be enforced to the full extent permitted by law. If any remedy hereunder is determined to have failed of its essential purpose, the limitations of liability and exclusion of damages set forth above shall remain in full force and effect. This agreement may be modified only by a writing signed by a duly authorized representative of Seon.

Provisions Applicable to American Customers

For those customers whose mailing address is in the United States, Seon's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the State of WASHINGTON without giving effect to the conflict of laws rules thereof. The Superior Court of Washington for Whatcom County and U.S. District Court for the Western District of Washington (the "U.S. Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. Customer specifically consents to such Court's exercise of jurisdiction over it. The purchaser attorns to the exclusive jurisdictions of the jurisdiction of the U.S. Closed Courts, waives any obligation to venue in any action or proceeding regarding Seon Products and waives any objection that the U.S. Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser of Seon. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply.

Provisions Applicable to Canadian Customers

For those customers whose mailing address is in Canada, Seon's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the Province of BRITISH COLUMBIA and the laws of Canada applicable therein without giving effect to the conflict of laws rules thereof. The courts of British Columbia (the "Canadian Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. The purchaser attorns to the exclusive jurisdictions of the jurisdiction of the Canadian Closed Courts, waives any obligation to venue in any action or proceeding regarding Seon Products and waives any objection that the Canadian Closed Courts are an inconvenient forum or do not have jurisdiction over the

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purchaser of Seon. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply

The information contained herein is subject to change without notice.

Extended Warranty for Certain Products

The following extended warranty ("Extended Warranty") provisions apply to products ("Extended Warranty Products") in respect of which the customer has purchased the Extended Warranty as a separate product from Seon. If any provisions of the Extended Warranty conflict or are inconsistent with the provisions of the basic warranty set forth above, the provisions of the Extended Warranty shall govern.

Seon warrants the Extended Warranty Products against defects in workmanship and materials provided that such defects appear or are discovered within the extended warranty period set forth in the applicable warranty purchased by the customer and provided further that the purchaser of such products notifies Seon of such defects within 30 days of the appearance or discovery of such defects.

Under the Extended Warranty:

(a) Seon will provide repairs to the Extended Warranty Product at no extra charge during the Extended Warranty period;

(b) normal wear and tear IS covered, including replacement of hard drives if necessary;

(c) the parts and repair labor required to complete all warranted repairs are included;

(d) Seon will arrange and pay the cost of ground freight between customer's location and the Seon U.S.A. service facility (or such other location) as is designated by Seon in the relevant Return Material Authorization issued by Seon in respect of such Extended Warranty Product; and

(e) Seon will pay freight, brokerage and duty costs to bring the goods to Canada, if required, in the sole and arbitrary opinion of Seon.

In addition to the telephone numbers provided above for reporting a warranty matter, purchasers of Extended Warranty products may report warranty matters by e-mail to Seon at: service@seon.com.

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The purchaser reporting an Extended Warranty issue may request Seon to arrange for pick-up of the Extended Warranty Products and shall provide information as to the number of parcels and shall request a RETURN AUTHORIZATION (RA) NUMBER.

Seon will only be responsible for the cost of ground freight. Any additional costs for express modes of freight will be paid by the purchaser of the Extended Warranty Product. Advance replacements will not be provided.

A renewal or extension of the Extended Warranty is not automatic and will only be offered at the sole discretion of Seon and must be verified by Seon in writing.

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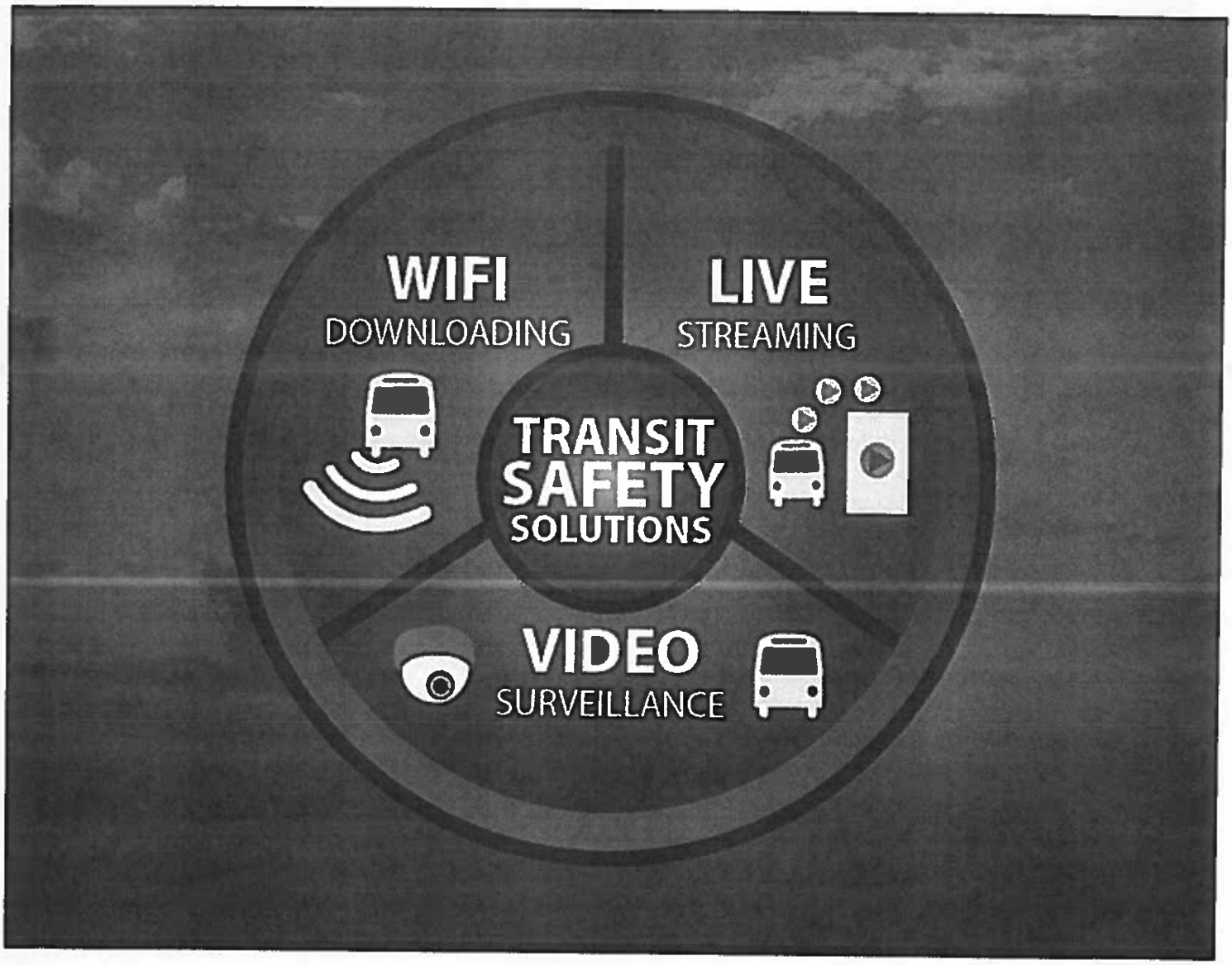
A Safe Fleet Brand



City of Lubbock

RFP 16-12631-TF

Citibus Transit Bus and Paratransit Van Security Cameras

REVISED BEST and FINAL OFFER (BAFO) PRICING/COST PROPOSAL – March 22, 2016

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Statement of Confidentiality

This proposal includes data that shall not be duplicated, used, or disclosed in whole or in part, for any other purpose other than in conjunction with this solicitation. If a contract is awarded, the City of Lubbock shall have the right to duplicate, use or disclose any data submitted if required or deemed necessary as a part of the said contract. The data subject to this restriction is contained in the Supporting Documents section of this proposal.

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Request for additional information and clarification

1. To comply with bid specifications, recording time shall have a minimum of 30 days or up to 300 hours and without compromising video quality. Citibus is requesting a 1TB hard drive included in the proposal at no extra cost to Citibus.

Seon Response:

Seon agrees to upgrade to a 1TB Hard Drive, <u>at no additional cost</u> to Citibus/City of Lubbock. This represents a savings for Citibus/City of Lubbock of $21,400.00. ($200.00/ per DVR, x 107 buses)

2. Please clarify if there is an annual cost for the Wi-Fi options.

Seon Response:

Annual associated costs related to vMax Commander auto download wireless option:

Software Hosting Fee $1,080.00/ per year. This cost is included in year one. Charged annually from year two forward.

Vehicle Licensing Cost $17.00/ per vehicle per year. $1,080.00+ ($17.00 x 107) = $2,899.00/ per year, due each year on anniversary of original implementation sign-off. This cost is included in year one. Charged annually from year two forward.

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3. Additional Functionality.

Seon will include the previously proposed optional GPS, ***<u>at no additional cost</u>*** to Citibus/City of Lubbock should Citibus/City of Lubbock exercise the wireless option. This represents a direct value of $7,276.00 to Citibus/City of Lubbock.

City of Lubbock, TX
Pricing Proposal Sheet
RFP 16-12631-TF - Citibus Transit Bus and Paratransit Van Security Cameras
Best and Final Offer

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT COST	EXTENDED COST
1	75	EA	8 Camera System on transit buses as specified. **Includes 1 TB storage.**	$1,185.00	$88,875.00
2	32	EA	5 Camera System on para transit vans as specified. **Includes 1 TB storage.**	$779.00	$24,928.00
3	75	EA	DVR for an 8 Camera system as specified	$878.00	$65,850.00
4	32	EA	DVR for a 5 Camera system as specified	$878.00	$28,096.00
5	107	EA	Camera cables, video, power and audio as specified	Included	Included
6	75	EA	Installation and program for an 8 Camera System on transit buses as specified	$740.00	$55,500.00
7	32	EA	Installation and program for a 5 Camera System on para transit vans as specified	$622.00	$19,904.00
				TOTAL (ITEMS 1-7)	$283,153.00

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OPTIONAL ITEMS

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT COST	EXTENDED COST
8	107	EA	Wi-Fi Capable camera systems	$755.00	$80,785.00*
9	107	EA	Passive GPS systems	$68.00	$7,276.00**

*Annual additional costs associated to vMax Commander auto download wireless option:
Software Hosting Fee $1,080.00/ per year. This cost is included in year one. Charged annually from year two forward.
Vehicle Licensing Cost $17.00/ per vehicle per year. $1,080.00 + ($17.00 x 107) = $2,899.00/ per year, due each year on anniversary of original implementation sign-off. This cost is included in year one. Charged annually from year two forward.

**To be waived should Citibus/City of Lubbock exercise optional Item 8 – Wi-Fi Capable camera systems.

Date: March 17, 2016

Authorized Signature:

Print/Type Name: Christopher Akiyama

Title: Vice President of Sales

City of Lubbock, TX
Citibus Transit Bus and Paratransit Van Security Cameras
RFP 16-12631-TF

III. INSURANCE

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

INSURANCE COVERAGE REQUIRED

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

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

TYPE	AMOUNT
1. **Worker's Compensation**	Statutory
or	
Occupational Accident (Non Subscriber)	$500,000
2. **Commercial General (public) Liability** insurance including coverage for the following:	
a. Products/completed operations b. Personal injury c. Contractual liability	Combined single limit for bodily injury and property damage of $1,000,000 per occurrence or its equivalent.
3. **Comprehensive Automobile Liability insurance** a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit of $1,000,000 including bodily injury and property or its equivalent.

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City on all coverage's.

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insured, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

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

Regular City Council Meeting **6. 26.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Citibus: Consider a resolution authorizing the Mayor to execute contract 12791 with JNI Contractors for the manufacture and installation of bus shelters for Citibus, ITB 16-12791-TF.

Item Summary

In an effort to make bus stops more passenger friendly and add passenger amenities throughout the City of Lubbock. Citibus would like to purchase a minimum of twelve shelters to be placed at various bus stops throughout the City of Lubbock. Federal regulations require 1% of grant funds be used for passenger amenities.

Bids were opened on March 29, 2016. Four vendors submitted bids as follows:

Contractor	Amount
JNI Contractors of Lubbock, TX	$105,540
Tolar Manufacturing Company, Inc., of Corona, CA	154,718
MH Civil Constructors, Inc., of Amarillo, TX	233,198
G.G. Construction of Lubbock, TX	371,424

Citibus staff recommends award to the lowest bidder, JNI Contractors of Lubbock, TX, for $105,540. The contract is awarded by the unit price. The total amount of the award is estimated based on expected quantities (12) and actual expenditures may be more or less depending on actual quantities. The contract shall be for a term of two years, with the option of two, one year extensions.

Fiscal Impact

Cost associated with this contract is already included in the FY 2015-16 Citibus budget. There will be no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Contract - JNI Contractors

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, Contract No. 12791 for the manufacture and installation of bus shelters for Citibus per ITB 16-12791-TF, by and between the City of Lubbock and JNI Contractors, 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 _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Contract 12791 – JNI Contractors – Citibus Shelters – 4.5.16
April 5, 2016

City of Lubbock, TX
Contract for
Manufacture and Installation of Bus Shelters for Citibus

THIS CONTRACT made and entered into this **28th** day of **April, 2016**, by and between the City of Lubbock ("City"), and **JNI Contractors**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Manufacture and Installation of Bus Shelters for Citibus and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Manufacture and Installation of Bus Shelters for Citibus.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Manufacture and Installation of Bus Shelters for Citibus and more specifically referred to as Items One through Five on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of two years, with the option of two, one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. This Contract includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or

refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

7. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate Products-Comp/Op AGG Contractual Liability Personal & Adv. Injury	$1,000,000
Automotive Liability Combined Single Limit Any Auto	$1,000,000
Workers Compensation Or Occupational Medical and Disability	Statutory Amounts
Employer's Liability	$1,000,000

The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on Auto/General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

8. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

10. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
11. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
12. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
13. This Contract consists of the following documents set forth herein; Invitation to Bid No. 16-12791-TF, Specifications, and the Bid Form.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton,
Assistant City Manager

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

CONTRACTOR

BY Jose Angel Perez
Authorized Representative

Jose Angel Perez
Print Name

2704 N. MLK
Address

Lubbock TX. 79403
City, State, Zip Code

City of Lubbock, TX
ITB 16-12791-TF
Manufacture and Installation of Bus Shelters for Citibus
Specifications

The City of Lubbock is soliciting bids to procure bus shelters with concrete pads. Shelter shall be constructed of durable components and designed to be erected on-site without specialized equipment or tools. **Shelters, concrete pads, and sidewalks must be in full compliance with the Americans with Disabilities Act (ADA) regulations.** Accessibility by persons with all abilities to and from the shelter will be required for all sheltered locations, this includes concrete pads and sidewalks. 6 units will be purchased now, 6 units will be purchased in the next fiscal year November 2016. The successful contractor(s) shall provide any and all permitting, labor, material, equipment and incidentals including tools, supplies, transportation, insurance and clean up necessary for the projects(s) on which contractor is selected.

1) Purchase Quantities

The City anticipates purchasing bus shelters in the following quantities in its initial procurement. However the City reserves the right to order additional quantities. Future purchases are dependent upon availability of funds.

Quantity	Description for Units
12	Bronze anodized aluminum bus shelters with bronze glazing, powder coating, or approved equal with the same warranty are acceptable. • 5 foot by 10 foot with a barrel top • Replaceable glazing • 5 foot bench on the rear wall • Two full sides and a full rear • 4 foot front panel that will allow for wheel chair access • All units will meet full compliance with ADA specifications in Lubbock Texas • All units will be priced FOB Lubbock

2) Standards

A. The Contractor will construct and install up to but not limited to Twelve (12) shelters.
B. All materials and components shall be high quality, selected for longevity to be low maintenance, vandal resistant and durable in all weather conditions.
   All aluminum shall conform to the standards of the Aluminum Association.
   All glazing shall conform to the American National Standards Materials Z97.1-1975.
   Shelter shall be designed to withstand minimum vertical and horizontal wind load of 20 PSF.
   Roof shall be designed to withstand minimum dead load of 40PSF.
C. Concrete pads to be minimum 3500 PSI with fiber and rebar reinforced. Minimum dimensions of 12'-0" X 7'-0"X 6" thick.
D. Permits, licenses and easements of a temporary nature which are necessary only for and during the construction, shall be secured and paid for by the Contractor.
E. Davis Bacon Act Labor wages must be incorporated by contractor.

3) Quality Assurance
   A. Experience - Manufacturer shall have a minimum of 10 years experience in the design and manufacture of Bus Shelters.
4) Warranties
   A. Manufacturer warrants that the shelter shall be free from defect in parts and manufacture for a period of one year.
5) Delivery
   A. Shelter shall be delivered to destination. Each shelter shall include a boxed hardware kit complete with installation instructions.

      Destination: Citibus- 801 Texas Ave. Lubbock, Texas 79457

      Contact at Citibus- Scott Drainville 806-712-2006
6) Submittals
   A. Submit shop drawings and product data with Bid.
7) Example Photos
   A. Please see photos in "Attachment A"

ADDITIONAL INSTALLATION INFORMATION

1. Contractor must insure that all City of Lubbock codes are adhered to.

2. Installation must meet ADA criteria see website: http://www.access-board.gov/guidelines-and-standards/buildings-and-sites/about-the-ada-standards/ada-standards.

3. The Contractor expressly undertakes, either directly or through its subcontractor(s), to clean up frequently all refuse, rubbish, scrap material, and debris caused by its operations, to the end that at all times the jobsite shall present a neat, orderly, and workmanlike appearance. No such refuse, rubbish, scrap material, and debris shall be left within the completed Work nor buried on site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law or otherwise required by the Contract.

4. The Contractor expressly undertakes, either directly or through its subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, and debris of every nature resulting from its operations and to put the site in a neat orderly condition. If Contractor fails to clean up at the completion of the Project, Citibus may do so and charge all the costs thereof to the Contractor.

5. Protection on Site. The Contractor expressly undertakes, both directly and through its subcontractor, to take every reasonable precaution at all times for the protection of all persons and property which may come on the jobsite or be affected by the Contractor's operation in connection with the Work.

6. Safety and Health Precautions. The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the Work, including but not limited to provision of appropriate sanitation facilities, if applicable.

7. Protecting the Public. The Contractor shall in all cases protect the public and the Work, during its execution, by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices.

8. Protecting the Work and Adjacent Property. The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect Citibus's property and the property where the Work is being done from injury or loss arising in connection with this Contract. The Contractor shall adequately protect adjacent property to prevent any damage to it or its loss of use. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by any public authority, local conditions, any of the persons and Contract Documents, or erected for the fulfillment of its obligations for the protection of or erected for the fulfillment of its obligations for the protection of persons and property.

9. Emergencies. In an emergency affecting the safety or life of persons or of the Work, or of the adjoining property, the Contractor, without special instruction or authorization from project manager, City Engineer, Building Code Official, or Fire Official, shall act, at Contractor's discretion, to prevent such threatened loss or injury.

10. Damage to the Work. The Contractor shall have charge of and be solely responsible for the entire Work and be liable for all damages to the Work including, but not limited to any property at or in the vicinity of the Work, until Contractor completes the Work and it is approved and accepted by Citibus.

11. Damage to Other Work or Utilities. The Contractor shall take into account all other work which shall be done by other parties on the jobsite, either now known or which may become necessary during the progress of the Work, and shall be responsible for any damage done to the other work. Should any utilities require adjustment during the Work, it shall be the Contractor's responsibility to have such utilities relocated as a part of the Work and to contact and cooperate with the respective Utility Company in performance of such operations. The respective Utility Company shall be given a minimum of forty-eight (48) hours' notice prior to the adjustment. Damages that may occur to the utilities during the Work shall be the sole responsibility of the Contractor.

12. Damage to Existing Structures. Damage caused by Contractor or its subcontractors to concrete curbs, gutters, sidewalks, or any existing facility, structure, or building that may occur during the Work shall be repaired or replaced by the Contractor, at its sole expense, as directed by and to the satisfaction of Citibus.

13. Release by Contractor. The acceptance by the Contractor of the final payment for any requested work shall be and does operate as a release by the Contractor of all claims by the Contractor against Citibus and of all other liability of Citibus to the Contractor whatever, including liability for all things done or furnished in connection with the Work or the Contract.

14. Additional Warranty. The Contractor hereby warrants and guarantees that all of the Work, including, but not limited to, all materials, services, workmanship, and equipment, shall be free from any defects, deficiencies, inferior materials or equipment, and that the workmanship shall be of the highest quality for the type of Work performed or items supplied, and that all materials and equipment are new unless otherwise specifically noted in the Contract. Such warranty shall be for a period of 1 year from the date of the Contractor's final and proper completion of the Work and acceptance of such Work by Citibus.

15. Defective Work. The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of Citibus, any work, material, equipment, or part that is found, by Citibus, to be defective and/or not in accordance with the Contract.

16. Warranty Extension.
    In any case, where in fulfilling the requirements of the Contract or any guarantee embraced in or required thereby, the Contractor disturbs, damages, or repairs any work guaranteed under the Contract, it shall restore such work to a condition satisfactory to CITIBUS and guarantee such restored work to the same extent and for a like additional period of time as it was guaranteed under the Contract.

17. Correction of Defects. If the Contractor, after notice, fails to proceed promptly to correct any defects or defective Work, Citibus may have the defects or defective Work corrected by CITIBUS or another entity and the Contractor shall be liable for all costs and expenses incurred in doing so.

18. Risk of Loss. The Contractor shall bear the risk of loss to the Work or any part thereof including any damages or loss from any cause of any type, loss, theft, mutilation, vandalism, or other damage, including those caused by acts of God, prior to the acceptance of the Work by Citibus.

19. Ownership of Material and Work. All materials and work covered by payments shall become the property of Citibus. This provision shall not relieve the Contractor from the responsibility for all material and to maintain all completed Work and to repair all damaged Work. The Contractor shall not deem a payment as a waiver to complete the terms of the Contract or shift the risk of loss from the Contractor to Citibus. The Contractor warrants that it has good title to all materials, equipment, and supplies which it uses in the Work or for which it accepts payment in whole or in part.

20. Davis-Bacon Act. The Contractor acknowledges and agrees that the Davis-Bacon Act, which is incorporated herein by reference, applies to this Contract. The Contractor shall comply with the applicable provisions of the Davis-Bacon Act.

A. References: Supply a minimum of three references, which shall include the name and address of the company, contact name, telephone number and type of service provided.

B. Documents: Bidder must submit the following forms with their bid. Failure to do so may deem the bid non-responsive:

- Statement of Eligibility
- Affidavit of Non-Collusion
- List of Similar Contracts
- Buy America Certificate

This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

BID FORM
Manufacture and Installation of Bus Shelters for Citibus
City of Lubbock, TX
ITB No. 16-12791-TF

In compliance with the **Invitation to Bid 16-12791-TF**, 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 **16-12791-TF** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (a)	UOM (+/-)	DESCRIPTION / BRAND	UNIT PRICE BID* (b)	EXTENDED COST =(a)x(b)	Delivery Days ARO**
1.	12	EA	Bronze anodized aluminum 5' x 10' Barrel Top Bus Shelters: See Specifications	$ 4,800.00	57600.00	84 days
2.	12	EA	Installation of Bus Shelter with concrete pad in place already, including labor and materials, per specifications.	1,475.00	17,700.00	3-4
3.	1,008	SF	New concrete pad for a bus shelter per square foot of concrete, including labor and materials, as specified.	10.00	10,080.00	3-4
4.	1,008	SF	Repair of a concrete pad for a bus shelter per square foot of concrete, including labor and materials, as specified.	10.00	10,080.00	3-4
5.	1,008	SF	Concrete Sidewalks per square foot of concrete, including labor and materials, as specified.	10.00	10,080.00	3-4
			TOTAL (Items 1-5)	$	105,540.00	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

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

The City of Lubbock is seeking a contract for Manufacture and Installation of Bus Shelters for Citibus with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

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

MOST 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 JWJ CONTRACTORS a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as Jose A. Perez of the City of Lubbock

Firm: _____

Address: 2704 W. MLK

City: Lubbock State: TX Zip 79403

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

By Jose Angel Perez Date: 03-29-16
Authorized Representative - must sign by hand

Officer Name and Title: Jose A. Perez
Please Print

Business Telephone Number 806-239-7048 FAX: _____

E-mail Address: JWJCONTRACTORS@hotmail.com

City of Lubbock, TX
Citibus
Bid Tabulation
April 28, 2016

ITB 16-12791-TF
Manufacture and Installation of Bus Shelters for Citibus

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	12	EA	Bronze anodized aluminum 5' x 10' Barrel Top Bus Shelters: See Specifications.			
			JNI Contractors	**Lubbock, TX**	**4,800**	**$ 57,600**
			Tolar Manufacturing Company, Inc.	Corona, CA	5,650	67,800
			G.G. Construction	Lubbock, TX	10,850	130,200
			MH Civil Constructors, Inc.	Amarillo, TX	12,100	145,200
2	12	EA	Installation of Bus Shelter with concrete pad in place already, including labor and materials, per specifications.			
			JNI Contractors	**Lubbock, TX**	**1,475**	**17,700**
			Tolar Manufacturing Company, Inc.	Corona, CA	1,800	21,600
			MH Civil Constructors, Inc.	Amarillo, TX	4,410	52,920
			G.G. Construction	Lubbock, TX	9,350	112,200
3	1008	SF	New concrete pad for a bus shelter per square foot of concrete, including labor and materials, as specified.			
			JNI Contractors	**Lubbock, TX**	**10**	**10,080**
			MH Civil Constructors, Inc.	Amarillo, TX	11	11,491
			Tolar Manufacturing Company, Inc.	Corona, CA	22	21,773
			G.G. Construction	Lubbock, TX	38	38,304
4	1008	SF	Repair of a concrete pad for a bus shelter per square foot of concrete, including labor and materials, as specified.			
			JNI Contractors	**Lubbock, TX**	**10**	**10,080**
			MH Civil Constructors, Inc.	Amarillo, TX	12	12,096
			Tolar Manufacturing Company, Inc.	Corona, CA	22	21,772.80
			G.G. Construction	Lubbock, TX	38	38,304
5	1008	SF	Concrete Sidewalks per square foot of concrete, including labor and materials, as specified.			
			JNI Contractors	**Lubbock, TX**	**10**	**10,080**
			MH Civil Constructors, Inc.	Amarillo, TX	11	11,491.20
			Tolar Manufacturing Company, Inc.	Corona, CA	22	21,772.80
			G.G. Construction	Lubbock, TX	52	52,416
			OVERALL TOTAL (Items 1-5)			
			JNI Contractors	**Lubbock, TX**	**$ 105,540**	
			Tolar Manufacturing Company, Inc.	Corona, CA	154,718	
			MH Civil Constructors, Inc.	Amarillo, TX	233,198	
			G.G. Construction	Lubbock, TX	371,424	

Regular City Council Meeting **6. 27.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute contract 12761 with CEC Services, Inc. dba Cutting Edge Lawn Service, for landscape maintenance services at Lubbock Preston Smith International Airport, ITB 16-12761-KK.

Item Summary

The contract establishes annual pricing for landscape maintenance services in specified areas at Lubbock Preston Smith International Airport. Services include mowing, edging, and trimming; litter control; flowering plants and beds; weed and pest control; fertilizing; pruning; and landscape maintenance.

Bids were received from the following companies. A bid tabulation is provided:

Companies	Amount
CEC Services, Inc. dba Cutting Edge Lawn Service, Lubbock, TX	$63,795
Hardy Trees & Nursery, Inc., Lubbock, TX	78,600
Reeder Landscape, Lubbock, TX	142,100
Pevey Lawncare and Landscape, Lubbock, TX	220,630

The contract is awarded by unit price. The amount of the award is based on estimated quantities and actual expenditures which may be more or less depending on the actual need. The price per unit will not change and expenditures will not exceed appropriated funds. The contract is for one year with three one-year options to renew.

Staff and Airport Advisory Board recommend the contract be awarded to CEC Services, Inc. dba Cutting Edge Lawn Service for $63,795 per year.

Fiscal Impact

The contract will be funded by the Airport's Operating Budget 4615.8228.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution & Contract - CEC Services, Inc.
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, Contract No. 12761 for landscape maintenance services at Lubbock Preston Smith International Airport, by and between the City of Lubbock and CEC Services, Inc., 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 _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitch Satterwhite, First Assistant City Attorney

RES.Contract-CEC Services, Inc.
4.4.2016

Contract 12761

City of Lubbock, TX
Contract for Services
Landscape Maintenance Services at LPSIA

THIS CONTRACT made and entered into this **28th** day of **April, 2016**, by and between the City of Lubbock ("City"), and **CEC Services, Inc.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for landscape maintenance services at LPSIA and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said landscape maintenance services at LPSIA.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, fertilization for various parkland properties and more specifically referred to as Items 1 thru 7 on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one year, said date of term beginning upon City Council date of formal approval. The City and Contractor may, upon written mutual consent, extend the contract for three (3) additional one-year periods.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate Products-Comp/Op AGG Contractual Liability	1,000,000
Automotive Liability Any Auto	1,000,000
Pollution	1,000,000
Workers Compensation Or Occupational Medical and Disability	Statutory Amounts
Employer's Liability	500,000

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis on auto/general liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

8. 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.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments

by the City, Contractor shall refund the City the full amount of such overpayments within thirty 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. 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 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.
11. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract insurance requirements
12. This Contract consists of the following documents set forth herein; Invitation to Bid 16-12761-KK, Specifications, and the Bid Form.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Reese Ison

Print Name

2105 109th St.

Address

Lubbock TX 79423

City, State, Zip Code

REVISED

City of Lubbock, TX
ITB 16-12761-KK
Landscape Maintenance Services at LPSIA
Specifications

MAINTENANCE STANDARDS

General: The Owner's Representative will inform the contractor when to commence maintenance activities. The decision to end the maintenance season shall be made by the Owner's Representative. The Contractor shall be notified of the City's decision by letter or email. The designated Owner's Representative for contract oversight and coordination is the Airfield Maintenance Supervisor.

The areas to be serviced for each site include all right of ways adjoining the site and to the centerline of all alleys adjoining the site, and extending 2 feet from back of curb into all streets. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clipping from contaminating plant beds.

Contractor shall provide all equipment, trained personnel, and materials for the performance of this contract. This includes but is not limited to vehicles, mowers, edgers, cutters, clippers, hose, irrigation equipment (fixed & portable), plants, fertilizer, sprays, etc. Contractor shall be responsible for any damage resulting from his work. This might include vehicle damage (such as damaged glass or paint) from thrown rocks, damage to airport terminal building window glass or damage to vegetation (trees, plans, shrubs) that is damaged during the performance of this contract.

Mowing: The Owner's Representative will inform the contractor when to commence mowing activities for the season. The mowing frequency is the same day every week. Turf shall be cut at a height of 1 1/2", and will increase to 2" at the discretion of the Owner's Representative and last through the remainder of the season. Clippings will not be bagged, and all hardscapes shall be cleaned after each mowing. The mowers shall leave no clumps or windrows of grass. Mowing equipment shall be reel mowers or turf type full flotation rotary mowers and shall be approved by the Owner's Representative.

Mowing Schedules: The Contractor shall furnish the Owner's representative a mowing schedule 5 working days prior to the start of every month. A copy shall be faxed or e-mailed to the Airfield Maintenance department. Identified properties shall be mowed in the order they are listed on the monthly schedule, unless prior notice is given before the start of the working day.

Litter Control: Litter will be picked up by 10:00 a.m. daily, Monday - Saturday; holidays are excluded. Note: The operator of the paid parking lot and parking structure is responsible for litter control in those areas. In the west side area, generally adjacent to Cedar Street, litter control will be performed bi-weekly (every other week).

Edging: All sidewalks, curbed plant material beds, shall be edged to a depth of one inch and all non-curbed plant beds shall be edged to a depth necessary to achieve appropriate results. All edging shall be performed concurrently with mowing at each site. String trimmer or curb dresser may not be used for these tasks. Chemical edging is not permitted.

Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, signs, fences, and any other plants or structures. All trimming will be accomplished so as not to damage trees, shrubs, window glass, etc. All surfaces, streets, and parking areas must be kept free of grass, weeds, and debris. This task must be completed within 24 hours of mowing.

Flowering Plants & Beds: Flower beds around airport signage at the main airport entrance sign at Regis and MLK will be planted with plants that provide a colorful and attractive appearance. The Owner's Representative will pre-approve planting materials with the Contractor prior to planting. This appearance can be provided by a single variety or multiple varieties. These beds will be planted as frequently as necessary, but not less than four times a year to ensure a full appearance. The contractor will ensure that all plants are healthy and that unhealthy plants are removed and replaced within 24 hours of identification. Responsibility for other required maintenance of all beds will also rest with the contractor.

Irrigation: It will be the Contractor's responsibility to repair any damage to the irrigation system caused by Contractor's activities, such as damage by mowers. It will be the Contractor's responsibility to ensure that all turf, foliage, and plants are adequately irrigated by either automated systems or by hand. Changes to the irrigation system will be coordinated between the contractor and the Department of Aviation. All operational problems with the irrigation system will be promptly reported to the Owner's Representative.

Pruning: The contractor will maintain all foliage, trees, shrubs, and plants that require pruning. Pruning will be at a minimum of one time per year, as appropriate for the plant type. Pruning will be coordinated in advance with the Owner's Representative.

CONTRACT ADMINISTRATION

Contractor Contact: The contractor and or contractor appointee shall be accessible via cell phone, pager or any other means of communication during regular business hours. Those numbers shall be furnished to the Airfield Maintenance Supervisor.

Payment: The Contractor shall receive compensation provided for in the contract on a per cycle basis. Payment shall be made at the first of each month based on the previous month's completed cycles for each maintenance area.

Contract Term: The contract shall be for a term of one year, said date of term beginning upon City Council date of formal approval. The City and Contractor may, upon written mutual consent, extend the contract for three (3) additional one-year periods.

EXHIBITS A, B, C, D & WEST SIDE AREA

General Grounds Maintenance: The contractor shall maintain all grounds identified in Exhibits A, B, C, D & West Side Area. These areas will be maintained free of litter, irrigated, mowed, edged and have applied as required weed and pest control. No litter, weeds, or other materials will be thrown over the airfield perimeter fence. Foliage in these areas will be maintained with a preventative maintenance program of weed and pest control with applications at a minimum of three times per year. Foliage in these areas will be fertilized as required (minimum of three times per year).

Exhibit A Area: The parking lot operator is responsible for litter control in the paid parking lot and the parking structure.

Exhibit B Area: During the term of the contract the Department of Aviation may add additional plantings, shrubs, or trees along MLK.

Exhibit C Area: The area immediately in front of the former Flight Standards District Office (FSDO) area of the old terminal building is included in this contract. The trees and turf along Independence Street (west of Cedar Street), including the median, are included in this contract.

Exhibit D Area: Shelter Park – All turf and trees maintained as Exhibit A & B areas. Litter control included.

West Side Area - Description:

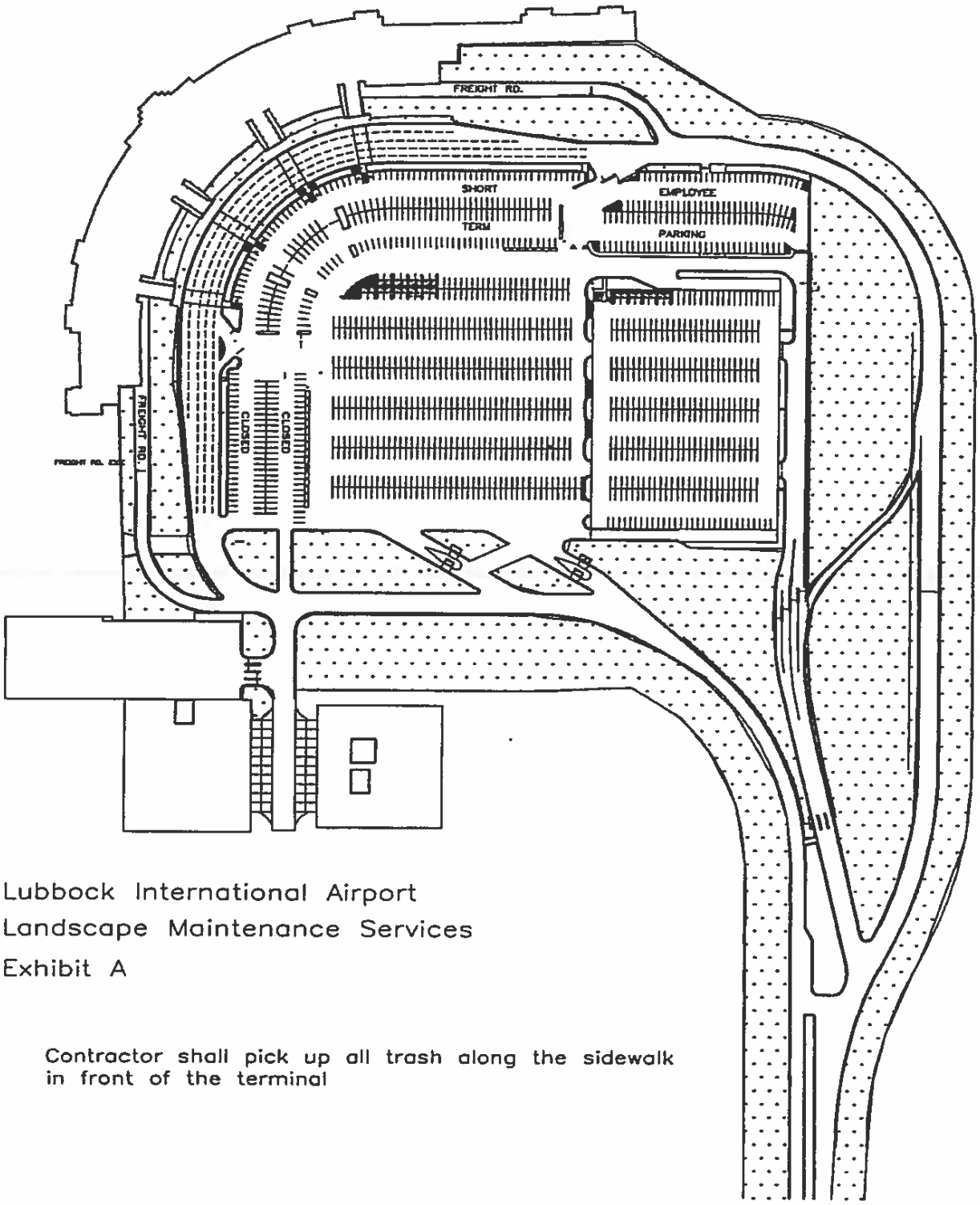
The western fence perimeter beginning at the north-west corner of the Armed Services Center (Armory) at Regis and Cedar Street and proceeding north along the east side of Cedar Street to the south-west corner of the FedEx facility. The cross-hatched area marked 'D' on the attached drawing delineates the area in front of the Silent Wings Museum. The West Side area also includes the public side of the Hangar 20 area.

West Side Area - Special Conditions:

In the West Side area only, mowing/trimming will be performed on a minimum bi-weekly (every other week) basis, unless the Airfield Maintenance Supervisor approves a less frequent schedule due to weather or insufficient growth conditions. Litter control will be performed bi-weekly (every other week).

Payment: The Contractor shall receive compensation provided for in the contract on a per cycle basis. Payment shall be made at the end of each month on completed cycles for each maintenance group.

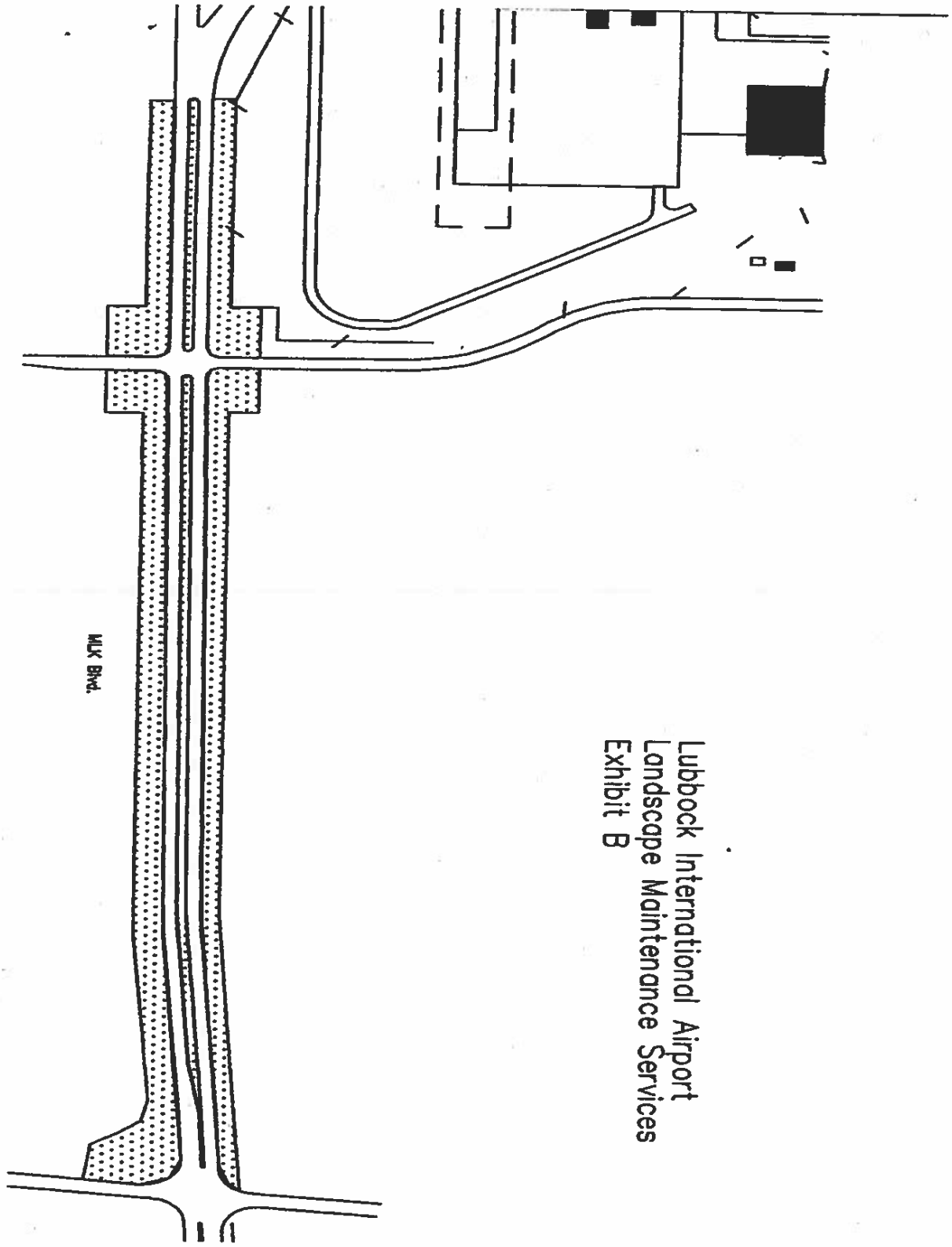
REVISED



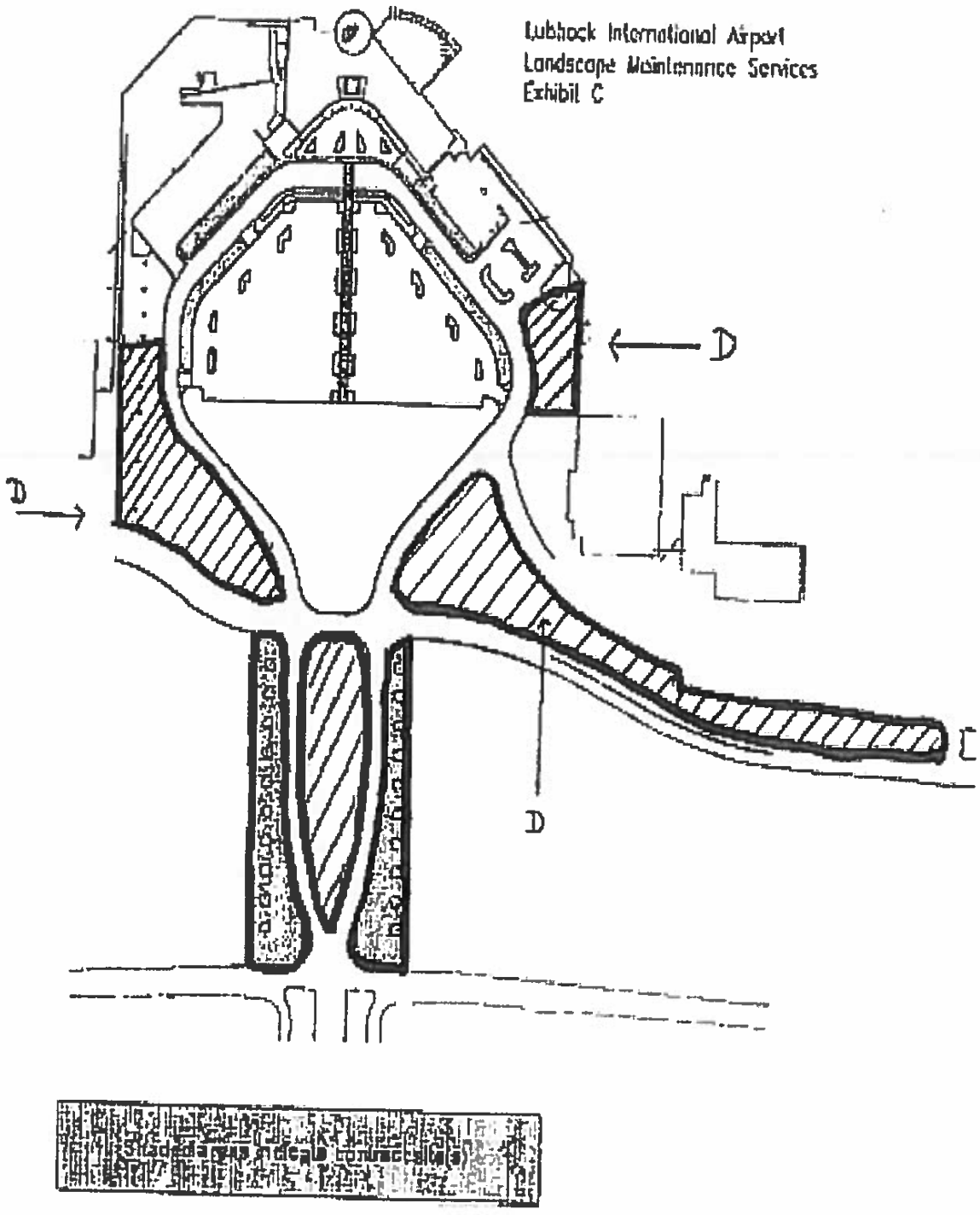
Lubbock International Airport
Landscape Maintenance Services
Exhibit A

Contractor shall pick up all trash along the sidewalk in front of the terminal

REVISED



Lubbock International Airport
Landscape Maintenance Services
Exhibit B


Lubbock International Airport
Landscape Maintenance Services
Exhibit C
D
D
D

REVISED

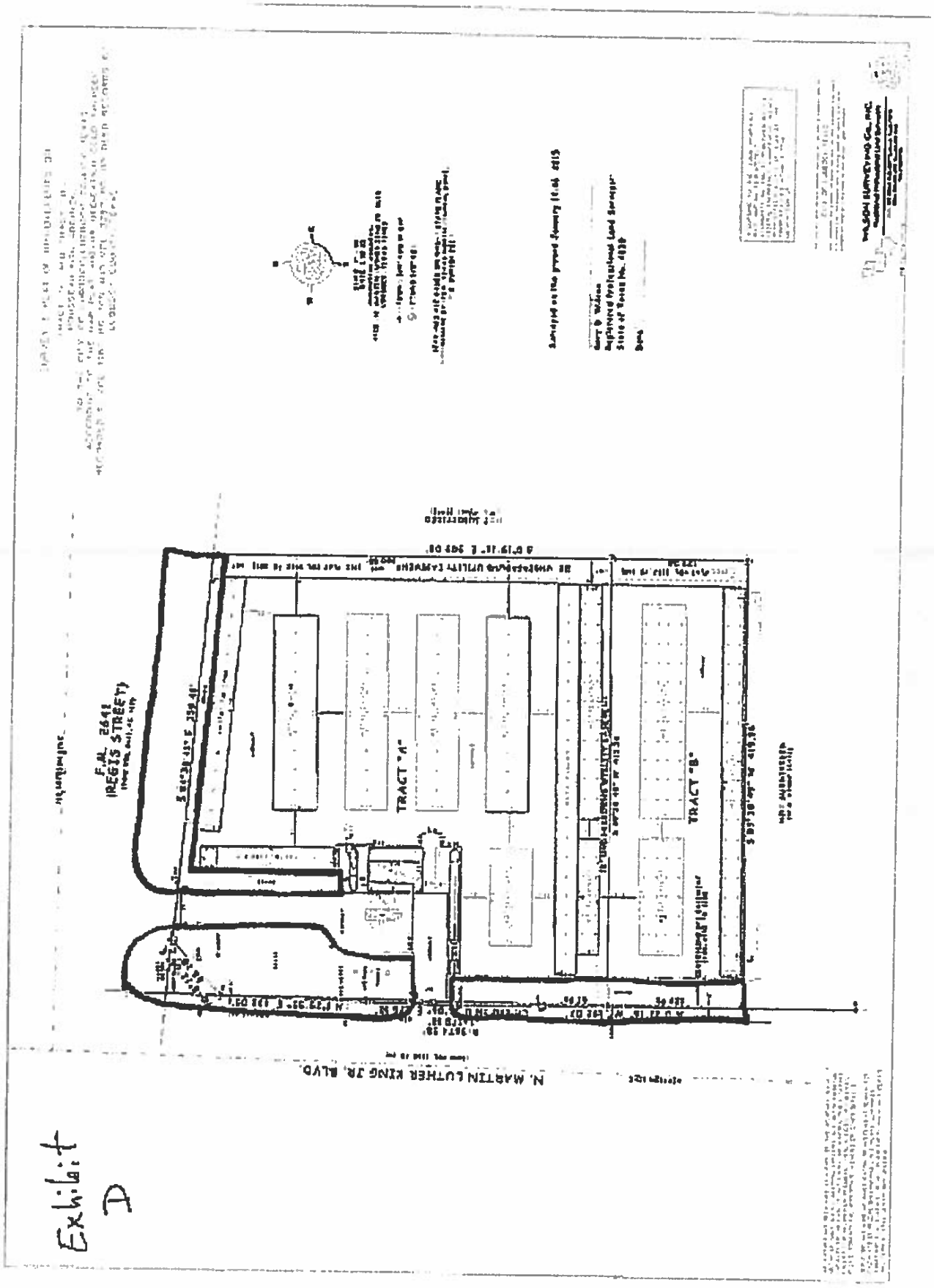


Exhibit D

BID FORM
Landscape Maintenance Services at LPSIA
City of Lubbock, TX
ITB 16-12761-KK

In compliance with the Invitation to Bid 16-12761-KK, 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 16-12761-KK is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM *a.*	Annual Maintenance Cycles (Approx.) *b.*	DESCRIPTION *c.*	Maintenance Cycle Unit Cost *d.*	Extended Cost *e. = b x d*
1.	29	Grounds Maintenance for areas covered under Exhibit A, B and C & D. Maintenance to include mowing, edging, and trimming. (As specified herein)	$ 1125	32625
2.	12	Monthly Cost for Litter Control for areas covered under Exhibit A, B, C, D, & West Side Area (As specified herein)	730	8760
3.	4	Flowering Beds. (As specified herein)	1855	7420
4.	3	Weed & Pest Control for areas covered under Exhibit A, B, C & D. (As specified herein)	900	2700
5.	3	Fertilizer for areas covered under Exhibit A, B, C & D. (As specified herein)	900	2700
6.	1	Pruning for areas covered under Exhibit A, B, C & D. (As specified herein)	2700	2700
7.	26	West Side: Landscape Maintenance for area covered under Exhibit C. Bi-Weekly Maintenance. (As specified herein)	265	6890
		Total Annual Contract Price	$ 63,795	

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

The City of Lubbock reserves the right to reject any or all bids, reject any particular item on a quote, and to waive immaterial formalities.

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

MOST 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_____a corporation organized under the laws of the State of _____, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: CEC Services Inc.

Address: 2105 109th

City: Lubbock TX State: TX Zip 79423

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____

M/WBE Firm:						
		Woman		Black American		Native American
		Hispanic American		Asian Pacific America		Other (Specify)

By [signature] Date: 3-22-16

Authorized Representative - must sign by hand

City of Lubbock, TX
Bid Tabulation
Landscape Maintenance Services at LPSIA
April 28, 2016

ITB 16-12761-KK
Landscape Maintenance Services at LPSIA

Item	QTY	U/M	Description/Vendor	Location	Maintenance Cycle Unit Cost	Extended Cost
1	29	Annual Cycles	Grounds Maintenance			
			CEC Services, Inc.	Lubbock, TX	$ 1,125	32,625
			Hardy Trees, Inc.	Lubbock, TX	1,600	46,400
			Reeder Landscape	Lubbock, TX	1,600	46,400
			Pevey Lawn & Landscape, Inc.	Lubbock, TX	4,700	136,300
2	12	Annual Cycles	Monthly Cost for Litter Control			
			CEC Services, Inc.	Lubbock, TX	730	8,760
			Hardy Trees, Inc.	Lubbock, TX	1,100	13,200
			Reeder Landscape	Lubbock, TX	1,500	18,000
			Pevey Lawn & Landscape, Inc.	Lubbock, TX	1,950	23,400
3	4	Annual Cycles	Flowering Beds			
			Hardy Trees, Inc.	Lubbock, TX	100	400
			Pevey Lawn & Landscape, Inc.	Lubbock, TX	795	3,180
			CEC Services, Inc.	Lubbock, TX	1,855	7,420
			Reeder Landscape	Lubbock, TX	2,500	10,000
4	3	Annual Cycles	Weed & Pest Control			
			Hardy Trees, Inc.	Lubbock, TX	600	1,800
			CEC Services, Inc.	Lubbock, TX	900	2,700
			Pevey Lawn & Landscape, Inc.	Lubbock, TX	2,500	7,500
			Reeder Landscape	Lubbock, TX	6,000	18,000
5	3	Annual Cycles	Fertilizer			
			Hardy Trees, Inc.	Lubbock, TX	600	1,800
			CEC Services, Inc.	Lubbock, TX	900	2,700
			Pevey Lawn & Landscape, Inc.	Lubbock, TX	2,500	7,500
			Reeder Landscape	Lubbock, TX	10,500	31,500
6	1	Annual Cycles	Pruning			
			Hardy Trees, Inc.	Lubbock, TX	2,000	2,000
			CEC Services, Inc.	Lubbock, TX	2,700	2,700
			Pevey Lawn & Landscape, Inc.	Lubbock, TX	3,750	3,750
			Reeder Landscape	Lubbock, TX	5,200	5,200
7	26	Annual Cycles	West Side: Landscape Maintenance			
			CEC Services, Inc.	Lubbock, TX	265	6,890
			Hardy Trees, Inc.	Lubbock, TX	500	13,000
			Reeder Landscape	Lubbock, TX	500	13,000
			Pevey Lawn & Landscape, Inc.	Lubbock, TX	1,500	39,000
			All or None			
			CEC Services, Inc.	**Lubbock, TX**		**$ 63,795**
			Hardy Trees, Inc.	Lubbock, TX		78,600
			Reeder Landscape	Lubbock, TX		142,100
			Pevey Lawn & Landscape, Inc.	Lubbock, TX		220,630

Regular City Council Meeting **6. 28.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute contract 12744 with Allison Enterprises dba Kleen Air Filter Services & Sales for the HVAC Air Filter Service at Lubbock Preston Smith International Airport, ITB 16-12744-TF.

Item Summary

The contract is for the HVAC Air Filter Service for Lubbock Preston Smith International Airport. The vendor will provide and install air filters for all airport maintained facilities. Airport facilities include: passenger terminal building, parking lot gate houses, airport operations computer room, east terminal (Chaparral Jet Center, US Customs, FCWOS), west terminal, airfield maintenance facility, and the cooling tower. The air filters will have a synthetic dust weight resistance of 89.1% and a dust holding capacity of 194 grams 23.5%. Framed filters, fan coil filters, and pre-filters will be installed in a bi-monthly, quarterly, and a six-month basis. Filter replacement will take place during the first week of the month according to the following schedule:

Bi-Monthly:	First Week of April, June, August, October, December, and February
Quarterly:	First Week of April, July, October, and January
6 Month:	First Week of April and October

Bids were received from the following companies:

Company	Total
Allison Enterprises dba Kleen Air Filter Service & Sales Groesbeck, TX	$17,515
Hub City Plumbing Lubbock, TX	51,314
Advanced Environmental, IAQ, LLC Lubbock, TX	Non-Responsive
Air Filtration Products and Service Co., Odessa, TX	Non-Responsive

The contract is awarded by unit price. The amount of the award is based on estimated quantities and actual expenditures which may be more or less depending on the actual need. The price per unit will not change and expenditures will not exceed appropriated funds. The contract will be for a one year term with the option to renew for three additional one-year periods. Advanced Environmental, IAQ, LLC and Air Filtration Products and Service Co. are non-responsive due not meeting insurance requirements.

Staff and Airport Advisory Board recommend the contract be awarded to Allison Enterprises dba Kleen Air Filter Services & Sales of Groesbeck, TX for $17,515 per year. A bid tabulation is provided.

Fiscal Impact

The contract will be funded by the Airport's Operating Budget 4615.8228.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution & Contract - Allison Enterprises dba Kleen Air Filter Service & Sales

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RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Service Agreement for HVAC Filter Service at Lubbock Preston Smith International Airport, by and between the City of Lubbock and Allison Enterprises dba Kleen Air Filter Service & Sales, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Service Agrmnt-Allison Enterprises dba Kleen Air Filter Serv & Sales
2.29.16

City of Lubbock, TX
Contract for
HVAC Air Filter Service for Lubbock Preston Smith International Airport

THIS CONTRACT made and entered into this **28th** day of **April, 2016**, by and between the City of Lubbock ("City"), and **Allison Enterprises dba Kleen Air Filter Service & Sales**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for HVAC Air Filter Service for Lubbock Preston Smith International Airport and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said HVAC Air Filter Service for Lubbock Preston Smith International Airport.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, HVAC Air Filter Service for Lubbock Preston Smith International Airport and more specifically referred to as Items One through Nine on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The contract shall be for a term of one year, with the option of three, one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability	
Commercial General Liability	
General Aggregate/Per Occurrence	$1,000,000
Products-Comp/Op AGG	
Contractual Liability	
Automotive Liability	
Combined Single Limit – Per Occurrence	$1,000,000
Any Auto	
Workers Compensation	Statutory
Or Occupational Medical and Disability	
Employer's Liability	$500,000

The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on Auto/General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

10. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

11. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City

will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

12. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

13. This Contract consists of the following documents set forth herein; Invitation to Bid No. 16-12744-TF, Specifications, and the Bid Form.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kelly Campbell
Kelly Campbell,
Director of Aviation

APPROVED AS TO FORM:

Mitch Satterwhite,
First Assistant City Attorney

CONTRACTOR

BY Titus Menzel
Authorized Representative

Titus Menzel
Print Name

102 E. Yeagua St.
Address

Groesbeck Tx. 76642
City, State, Zip Code

REVISED

City of Lubbock, TX
ITB 16-12744-TF
HVAC Air Filter Service for Lubbock Preston Smith International Airport
Specifications

1. The contractor shall provide and install all air filters indicated for the following facilities at LPSIA.

   The Main Passenger Terminal Building
   Parking Lot Gate Houses (4)
   Airport Operations Computer Room
   East Terminal (Chaparral Jet Center, US Customs, FCWOS)
   West Terminal (FAA-FSDO)
   Airfield Maintenance facility
   The Cooling Tower (West of the terminal building)

2. Framed filters, fan coil filters and pre-filters will be installed on a bi-monthly, monthly quarterly and 6 month basis according specifications. Filter replacement will take place during the first week of the month according to the following schedule:

Bi Monthly	First week of April, June August, October, December and February
Quarterly	First weeks of April, July, October and January
6 Month	First weeks of April and October

3. Filters shall be sized to fill the entire cross section of the units to prevent blow-by and eliminate filter spaces in the units.

4. Filter media shall have a synthetic dust weight resistance of 89.1% and a dust holding capacity of 194 grams (23.5%).

5. Contractor shall schedule filter change during working hours (8 a.m.-5 p.m. Monday-Friday) and coordinate with maintenance department the day before showing up.

6. Contractor will remove all filter media for offsite disposal.

7. Contractor's employees assigned to work at the airport will be required to submit to a fingerprint-based criminal history records check (CHRC). Each CHRC will cost $29. Once the employee's CHRC has been cleared, the employee will attend a training class. A badge will be issued after the completion of the appropriate training class. The badge will then be held in the Airport Operations Office for check-in and check-out. The contractor will allow 3 weeks for processing of all CHRCs, training classes, and badging.

8. If the contractor notices any discrepancies with the HVAC equipment while performing their work they will report their findings to the Facilities Maintenance Supervisor.

UNIT	LOCATION	QUANTITY	SIZE	TYPE
MAIN TERMINAL				
Bid Item #1 - Change every 6 Months				
_Wall filters- Back Draft				
**AHU's 1, 2, &3		30	20x25x2	FP200
		18	16x25x2	FP200
--Maintenance Shop filters		3	45x13x1	FP200
--Wall filters—Back Draft		20	24x24x2	FP200
--Wall filters—Back Draft		17	16x25x2	FP200
**AHU's 11 & 12		12	20x25x2	FP200
		1	16x20x2	FP200
Bid Item #2 – Change Bi-Monthly				
AHU#1		14	16x25x2	Pleated
AHU#2		21	16x20x2	
AHU#3		21	16x25x2	
		12	24x24x2	
		3	12x24x2	
AHU#1		9	24x24x2	
AHU#2		12	24x24x2	
AHU#4		6	24x24x2	
		5	12x24x2	
AHU#5		12	12x24x2	
		3	12x24x2	
AHU#6		6	12x24x2	
		6	12x24x2	
AHU#7		20	24x24x2	
AHU#8		4	16x25x2	
AHU#9		20	24x24x2	
AHU#10		6	24x24x2	
		3	12x24x2	
AHU#11		21	16x20x2	
	Pre-filters	12	24x24x2	
AHU#12		14	16x25x2	
AHU #24	Low Roof East	16	24x24x2	
AHU#25	High Roof East to West	6	24x24x2	
AHU#26		6	24x24x2	
AHU#27	Low Roof Middle	6	24x24x2	
AHU#28	High Roof East to West	4	24x24x2	
AHU#29		12	24x24x2	
AHU#30		1	20x25x2	
AHU#31		9	24x24x2	
AHU#32	Low Roof West end	6	24x24x2	
Wall Filters	Generator Room	12	24x24x2	

BID ITEM #3 – Change Bi-Monthly

AHU#13		4	16x25x2	Pleated
AHY#14		4	16x25x2	
AHU#15		4	16x25x2	
AHU#16		4	16x25x2	
AHU#17		4	16x25x2	
AHU#18		4	16x25x2	
AHU#19		4	16x25x2	
AHU#20		4	16x25x2	
AHU#23		4	16x25x2	

BID ITEM #4 – Change Monthly

AHU#18		4	16x25x2	Pleated
AHY#19		4	16x25x2	
AHY#20		4	16x25x2	
AHY#21		4	16x25x2	
AHY#22		4	16x25x2	
AHY#23		4	16x25x2	

BID ITEM #5 – Change Quarterly
PARKING LOT GATEHOUSES

GATE #1		1	14x20x1	Pleated
GATE #2		1	12x20x1	
GATE #3		1	14x20x1	
GATE #4		1	12x16x1	
AIRPORT OPERATIONS COMPUTER ROOM		4	25x25x1	

BID ITEM #6 - Change Quarterly
EAST TERMINAL

AHU #52	Equip. Room	13	20x20x2	Pleated
	Equip Room	4	20x25x2	
	Rest Room	1	39x26x1	

BID ITEM #7 – Change Yearly
WEST TERMINAL

AHU #54		4	20x25x2	Pleated
		6	16x25x2	
RTU #62	Roof	2	14x22x1	
RTU #63	Roof	1	14x25x1	
	Roof	1	14x20x1	
	Roof	1	16x20x1	
RTU #64	Roof	2	16x24x1	
RTU #65	Roof	1	16x20x1	
	Roof	1	16x24x1	
RTU #67	Roof	2	20x30x2	
FAA Computer room	Drop Vent	1	20x20x1	

BID ITEM #8 – Change Quarterly
AIRFIELD MAINTENANCE

AHU #1	Equip. Room	7	20x20x1	Pleated
		3	24x24x1	
		3	12x24x1	

BID ITEM #9 – Change Semi-Annually
COOLING TOWER FILTERS

Tower #1	2	16x20x2	FP200
Tower #2	2	18x24x2	FP200
Tower #3	2	18x24x2	FP200

BID FORM
HVAC Air Filter Service for Lubbock Preston Smith International Airport
City of Lubbock, TX
ITB No. 16-12744-TF

In compliance with the **Invitation to Bid 16-12744-TF**, 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 **16-12744-TF** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	SERVICE LOCATION	Contract Rate		Annual Contract Rate
1.	Passenger Terminal Building, (Semi-Annual) as specified herein.	$ 505.00	X 2	$ 1,010.00
2.	Passenger Terminal Building, (Quarterly), as specified herein.	$ 2002.00	X 6	$ 12,012.00
3.	Passenger Terminal Building (Bi-Monthly) as specified herein	$ 234.00	X 6	$ 1,404.00
4.	Passenger Terminal Building (Monthly) as specified herein	$ 156.00	X12	$ 1,872.00
5.	Parking Lot Gate Houses & Airport Operations Computer Room (Quarterly), as specified herein.	$ 52.00	X 4	$ 208.00
6.	East Terminal (Quarterly), specified herein.	$ 117.00	X 4	$ 468.00
7.	West Terminal (Annually), as specified herein.	$ 143.00	X 1	$ 143.00
8.	Airfield Maintenance Bldg. (Quarterly), as specified herein.	$ 84.50	X 4	$ 338.00
9.	Cooling Tower west of the Terminal Building, (Semi-Annual) as specified herein.	$ 30.00	X 2	$ 60.00
TOTAL BID: Items 1 through 9 (TOTAL ANNUAL CONTRACT PRICE)				$ 17,515.00

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** **Days After Receipt of Order (ARO)

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

The City of Lubbock is seeking a contract for HVAC Air Filter Service for Lubbock Preston Smith International Airport with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES X NO _____

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

THIS BID IS SUBMITTED BY Allison Enterprises a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as Kleen Air Filter Service & Sales of the City of Groesbeck, Tx

Firm: _____

Address: 102 E Yeaqua

City: Groesbeck State: Texas Zip 76642

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 2-16-16
Addenda No. 2 Date 2-16-16
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:						
	X	Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

By Titus Menzel Date: 2/22/16
Authorized Representative - must sign by hand

Officer Name and Title: Titus Menzel Operations Manager
Please Print

Business Telephone Number 254-729-0254 FAX: 254-729-5786

E-mail Address: t.tus@KleenairFilters.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.

Regular City Council Meeting **6. 29.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Print Shop: Consider a resolution authorizing the Mayor to execute a lease agreement, contract 12828, with Xerox Corporation for digital reproduction equipment.

Item Summary

The Print Shop provides a broad range of reprographics services to City Departments. The lease includes exchanging the current configuration for a more effective and efficient configuration. Two Xerox D125 Copier/Printers replace the current 4127 providing increased scan speed, reliability and higher print quality. Two Xerox VB0 Color Presses replace the current 700 Digital Color Presses configuration. They provide faster production speed, increased color quality and an option for envelope printing.

The base cost of the proposed configuration is $9,431. The contract includes variable costs based on the volume of the color and black and white prints. The Print Shop processes approximately 17,379 color and 140,335 black and white prints each month.

This contract is with Xerox Corporation of Dallas, Texas using the Texas Cooperative Purchasing Network (TCPN) Contract BPA-R150302. TCPN is the Region 4 Education Service Center cooperative purchasing program, which offers contracts that have been established through open competition as prescribed by the laws of the State of Texas. Enabling statutes for TCPN can be found in the VTCA Government Code, Chapter 791 Interlocal Cooperation Act. TCPN is available for use by all public and private schools, colleges, universities, cities, counties, and other government entities in the State of Texas.

Fiscal Impact

The monthly lease is estimated to total $11,101 monthly, which includes base cost, variable costs, service, and supplies. The lease is for a three year term.

Staff/Board Recommending

Marta Alvarez, Director of Purchasing and Contract Management

Attachments

Resolution & Contract - Xerox

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Lease Agreement by and between the City of Lubbock and Xerox of Dallas, Texas, and related documents. Said Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Agrmt-Xerox Corporation-Lease
4.5.16

Lease Agreement

TCPN - BPA R150302

xerox

Contract 12828

Customer: LUBBOCK, CITY OF

BillTo. CITY OF LUBBOCK
1625 13TH ST
LUBBOCK, TX 79401-0001

Tax ID#: 75
State or Local Government

Install: CITY OF LUBBOCK
RM LO6
1625 13TH ST
LUBBOCK, TX 79401-0001

Solution

Item / Product Description	Agreement Information	Trade Information	Requested Install Date
1. V80B (VERSANT 80 PRESS) - Convenience Stapler - Interface Module - V80 2 Tray Adv Ohcf - Bmf W2/3 Hp Slpl - C/z Folder	Lease Term: 36 months Purchase Option: FMV	- Xerox X700X S/N MAV779895 Trade-In as of Payment 57	5/21/2016
2. V80FFPS (FFPS FOR V80) - Fips Stand + Spectro - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox X70FFPS S/N TAM623628 Trade-In as of Payment 59	5/21/2016
3. V80B (VERSANT 80 PRESS) - Versant 80b Oct	Lease Term: 36 months Purchase Option: FMV	- Xerox X700X S/N MAV779881 Trade-In as of Payment 59	5/21/2016
4. V80FFPS (FFPS FOR V80) - Fips Stand + Spectro - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox X70FFPS S/N TAM623647 Trade-In as of Payment 59	5/21/2016

Authorized Signature

CITY OF LUBBOCK, TX:

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Thank You for your business!
This Agreement is proudly presented by Xerox and

Sandra Henley
(806)744-8744

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

XEROX TOTAL SATISFACTION GUARANTEE

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xerox

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. V80B	$1,790.20	1: Color 2: Black 3: Color LG	All Prints All Prints All Prints	$0.0475 $0.0107 $0.0054	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. V80FFPS	$893.14	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
3. V80B	$979.91	1: Color 2: Black 3: Color LG	All Prints All Prints All Prints	$0.0475 $0.0107 $0.0054	- Consumable Supplies Included for all prints - Pricing Fixed for Term
4. V80FFPS	$893.14	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
Total	$4,556.39	Minimum Payments (Excluding Applicable Taxes)			

The parties agree to the terms of Attachment A and B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement is executed as of _____, 2016 the Effective Date.

CITY OF LUBBOCK, TX:

_____
Glen C. Robertson, Mayor

CONTRACTOR:

_____
Xerox

_____
Title

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Marta Alvarez, Director of Purchasing and Contract Management

APPROVED AS TO FORM:

_____
Mitch Satterwhite, First Assistant City Attorney

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INTRODUCTION:

1. TOTAL SATISFACTION GUARANTEE. If you are not totally satisfied with any Xerox-brand Equipment delivered under this Agreement, Xerox will, at your request, replace it without charge with an identical model or, at Xerox's option, with Xerox Equipment with comparable features and capabilities. This Guarantee applies only to Xerox-brand Equipment that has been continuously maintained by Xerox under this Agreement or a Xerox maintenance agreement. For "Previously Installed" Equipment, this Guarantee will be effective for 1 year after installation. For all other Equipment, this Guarantee will be effective for 3 years after installation unless the Equipment is being financed under this Agreement for more than 3 years, in which event it will expire at the end of the initial Term of this Agreement.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. PRODUCTS. "Products" means the equipment ("Equipment"), Software and supplies identified in this Agreement. You agree the Products are for your business use (not resale) in the United States and its territories and possessions ("U.S.") and will not be used for personal, household or family purposes.

5. CONSUMABLE SUPPLIES. Consumable Supplies vary depending upon the Equipment model. If "Consumable Supplies" is identified in Maintenance Plan features, Consumable Supplies include: (i) for black and white Equipment, standard black toner and/or dry ink, black developer, Copy Cartridges, and, if applicable, fuser agent required to make impressions; (ii) for full color Equipment, the items in (i) plus standard cyan, magenta, and yellow toners and dry inks (and their associated developers); and, (iii) for Equipment identified as "Phaser", only, if applicable, black solid ink, color solid ink, imaging units, waste cartridges, transfer rolls, transfer belts, transfer units, belt cleaner, maintenance kits, print Cartridges, drum Cartridges, waste trays and cleaning kits. Unless otherwise set forth herein, Consumable Supplies exclude paper and staples. Xerox may charge a shipping and handling fee for Consumable Supplies. Consumable Supplies are Xerox's property until used by you, and you will use them only with the Equipment for which "Consumable Supplies" is identified in Maintenance Plan Features. If Consumables Supplies are furnished with recycling information, Customer will return the used item to Xerox for remanufacturing. Shipping information is available at Xerox.com/GWA. Upon expiration of this Agreement, Customer will include any unused Consumable Supplies with the Equipment for return to Xerox at the time of removal. If your use of Consumable Supplies exceeds Xerox's published yield by more than 10%, Xerox will notify you of such excess usage. If such excess usage does not cease within 30 days after such notice, Xerox may charge you for such excess usage. Upon request, you will provide current meter reads and/or an inventory of Consumable Supplies in your possession.

6. CARTRIDGES. If Xerox is providing Maintenance Services for Equipment utilizing cartridges designated by Xerox as customer replaceable units, including copy/print cartridges and xerographic modules or fuser modules ("Cartridges"), you agree to use only unmodified Cartridges purchased directly from Xerox or its authorized resellers in the U.S. Cartridges packed with Equipment and replacement Cartridges may be new, remanufactured or reprocessed. Remanufactured and reprocessed Cartridges meet Xerox's new Cartridge performance standards and contain new or reprocessed components. To enhance print quality, Cartridge(s) for many models of Equipment have been designed to cease functioning at a predetermined point. In addition, many Equipment models are designed to function only with Cartridges that are newly manufactured original Xerox Cartridges or with Cartridges intended for use in the U.S.

7. MAINTENANCE SERVICES. Except for Equipment identified as "No Svc.", Xerox (or a designated servicer) will keep the Equipment in good working order ("Maintenance Services"). The provision of Maintenance Services is contingent upon Customer facilitating timely and efficient resolution of Equipment issues by: (a) utilizing Customer-implemented remedies provided by Xerox; (b) replacing Cartridges; and (c) providing information to and implementing recommendations provided by Xerox telephone support personnel. If an Equipment issue is not resolved after completion of (a) through (c) above, Xerox will provide on-site support as provided herein. Maintenance Services will be provided during Xerox's standard working hours in areas open for repair service for the Equipment. Maintenance Services excludes repairs due to: (i) misuse, neglect or abuse; (ii) failure of the installation site or the PC or workstation used with the Equipment to comply with Xerox's published specifications; (iii) use of options, accessories or products not serviced by Xerox; (iv) non-Xerox alterations, relocation, service or supplies; or (v) failure to perform operator maintenance procedures identified in operator manuals. Replacement parts may be new, reprocessed or recovered and all replaced parts become Xerox's property. Xerox will, as your exclusive remedy for Xerox's failure to provide Maintenance Services, replace the Equipment with an identical model or, at Xerox's option, another model with comparable features and capabilities. There will be no additional charge for the replacement Equipment during the remainder of the initial Term. If meter reads are a component of your Maintenance Plan, you will provide them using the method and frequency identified by Xerox. If you do not provide a meter reading for Equipment not capable of Remote Data Access, or if Remote Data Access is interrupted, Xerox may estimate the reading and bill you accordingly.

8. EQUIPMENT STATUS. Unless you are acquiring "Previously Installed" Equipment, Equipment will be (1) "Newly Manufactured", which may contain some reconditioned components; (2) "Factory Produced New Model", which is manufactured and newly serialized at a Xerox factory, adds functions and features to a product previously disassembled to a Xerox predetermined standard, and contains new and reconditioned components; or (3) "Remanufactured", which has been factory produced following disassembly to a Xerox predetermined standard and contains new and reconditioned components.

9. SOFTWARE LICENSE. Xerox grants you a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with Xerox-brand Equipment ("Base Software") only with the Xerox-brand Equipment with which it was delivered; and (b) software and accompanying documentation identified in this Agreement as "Application Software" only on any single unit of equipment for as long as you are current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Software". You have no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Xerox and/or its licensors (who will be considered third-party beneficiaries of this Section). Software may contain code capable of automatically disabling the Equipment. Disabling code

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may be activated if: (x) Xerox is denied access to periodically reset such code; (y) you are notified of a default under this Agreement; or (z) your license is terminated or expires. The Base Software license will terminate; (i) if you no longer use or possess the Equipment; (ii) you are a lessor of the Equipment and your first lessee no longer uses or possesses it; or (iii) upon the expiration or termination of this Agreement, unless you have exercised your option to purchase the equipment. Neither Xerox nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

10. SOFTWARE SUPPORT. Xerox (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Xerox stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as you are current in the payment of all applicable software license and support fees. Xerox will maintain a web-based or toll-free hotline during Xerox's standard working hours to report Software problems and answer Software-related questions. Xerox, either directly or with its vendors, will make reasonable efforts to: (a) assure that Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to you. Xerox will not be required to provide Software Support if you have modified the Software. New releases of Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Xerox may make available will be provided at no charge and must be implemented within six months. New releases of Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at Xerox's then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Software governed by the Software License and Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require you to procure, at your expense, additional hardware and/or software from Xerox or another entity. Upon installation of a Release, you will return or destroy all prior Releases.

11. DIAGNOSTIC SOFTWARE. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Xerox. Title to Diagnostic Software will remain with Xerox or its licensors. Xerox does not grant you any right to use Diagnostic Software, and you will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). You will allow Xerox reasonable access to the Equipment to remove or disable Diagnostic Software if you are no longer receiving Maintenance Services from Xerox, provided that any on-site access to your facility will be during your normal business hours

12. FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server™/DocuSP® software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready® and FreeFlow Process Manager™) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

1. FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

2. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

3. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.

4. The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). You will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox s right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

5. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox s published specifications (collectively "Workstation"); (b) IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox s published specifications.

6. The following terms apply to FreeFlow Software licensed to U.S. government customers:

a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).

b. Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

c. Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.

PRICING PLAN/OFFERING SELECTED:

13. COMMENCEMENT & TERM. This Agreement is valid when accepted by Xerox. The Term for each unit of Equipment will commence upon: (i) the delivery of customer-installable Equipment; or (ii) the installation of Xerox-installable Equipment ("Commencement Date") and will continue for the number of full calendar months shown as "Lease Term" on the face of this Agreement. Any partial month in the Term will be billed on a pro rata basis, based on a 30 day month. Unless either party

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provides notice of termination at least thirty days before the expiration of the initial Term, it will renew automatically on a month-to-month basis on the same terms and conditions. During this renewal period, either party may terminate the Equipment upon at least 30 days notice. Upon termination, you will make the Products available for removal by Xerox. At the time of removal, the Equipment will be in the same condition as when delivered (reasonable wear and tear excepted).

14. PAYMENT. Payment (including applicable Taxes) is due within 30 days after the invoice date, with all charges being billed in arrears. This Agreement will not be automatically renewed.

15. LATE CHARGE. If a payment is not received by Xerox within 10 days after the due date, Xerox may charge, and you will pay, a late charge of 5% of the amount due or $25, whichever is greater.

16. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

17. DELIVERY, REMOVAL & RELOCATION. Equipment prices include standard delivery charges and, for Xerox-owned Equipment, standard removal charges. Charges for non-standard delivery or removal and for any Equipment relocation are your responsibility. Relocation of Xerox-owned Equipment must be arranged (or approved in advance) by Xerox and may not be to a location outside of the U.S.

18. TAXES. You will be responsible for all applicable taxes, fees or charges of any kind (including interest and penalties) assessed by any governmental entity on this Agreement or the amounts payable under this Agreement ("Taxes"), which will be included in Xerox's invoice unless you timely provide proof of your tax exempt status. Taxes do not include personal property taxes in jurisdictions where Xerox is required to pay personal property taxes, and taxes on Xerox's income. This Agreement is a lease for all income tax purposes and you will not claim any credit or deduction for depreciation of the Equipment, or take any other action inconsistent with your role as lessee of the Equipment.

19. PURCHASE OPTION. If not in default, you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, at the end of the initial Term for the "Purchase Option" indicated on the face of this Agreement (i.e., either a set dollar amount or the fair market value of the Equipment at the expiration of the initial Term), plus all applicable Taxes.

20. DEFAULT & REMEDIES. You will be in default under this Agreement if (1) Xerox does not receive any payment within 15 days after the date it is due, or (2) you breach any other obligation in this or any other agreement with Xerox. If you default, Xerox may, in addition to its other remedies (including cessation of Maintenance Services), remove the Equipment at your expense and require immediate payment, as liquidated damages for loss of bargain and not as a penalty, of: (a) all amounts then due, plus interest from the due date until paid at the rate of 1.5% per month; (b) the Minimum Payments (less the Maintenance Services and Consumable Supplies components thereof, as reflected on Xerox's books and records) remaining in the Term, discounted at 4% per annum; (c) the applicable Purchase Option; and (d) all applicable Taxes. You will pay all reasonable costs, including attorneys' fees, incurred by Xerox to enforce this Agreement. If you make the Equipment available for removal by Xerox within 30 days after notice of default, in the same condition as when delivered (reasonable wear and tear excepted), you will receive a credit for the fair market value of the Equipment as determined by Xerox, less any costs incurred by Xerox.

21. DATA SECURITY. Certain models of Equipment can be configured to include a variety of data security features. There may be an additional cost associated with certain data security features. The selection, suitability and use of data security features are solely Customer's responsibility. Upon request, Xerox will provide additional information to Customer regarding the security features available for particular Equipment models.

GENERAL TERMS & CONDITIONS:

22. NON-CANCELABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED HEREIN. YOUR OBLIGATION TO MAKE ALL PAYMENTS, AND TO PAY ANY OTHER AMOUNTS DUE OR TO BECOME DUE, IS ABSOLUTE AND UNCONDITIONAL AND NOT SUBJECT TO DELAY, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM OR RECOUPMENT FOR ANY REASON WHATSOEVER, IRRESPECTIVE OF XEROX'S PERFORMANCE OF ITS OBLIGATIONS HEREUNDER. ANY CLAIM AGAINST XEROX MAY BE ASSERTED IN A SEPARATE ACTION AND SOLELY AGAINST XEROX.

23. REPRESENTATIONS. The individuals signing this Agreement are duly authorized to do so and all financial information you provide completely and accurately represents your financial condition.

24. LIMITATION OF LIABILITY. For claims arising out of or relating to this Agreement whether the claim alleges tortious conduct (including negligence) or any other legal theory, but excepting liability under the indemnification obligations set forth in this Agreement, Xerox will not be liable to you for any direct damages in excess of $10,000 or the amounts paid hereunder, whichever is greater, and neither party will be liable to the other for any special, indirect, incidental, consequential or punitive damages. Any action you take against Xerox must be commenced within 2 years after the event that caused it.

25. CREDIT REPORTS. You authorize Xerox or its agent to obtain credit reports from commercial credit reporting agencies.

26. FORCE MAJEURE. Xerox will not be liable to you during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control. Xerox will notify you if such a circumstance occurs.

27. PROTECTION OF XEROX'S RIGHTS. You authorize Xerox or its agent to file, by any permissible means, financing statements necessary to protect Xerox's rights as lessor of the Equipment. You will promptly notify Xerox of a change in ownership, or if you relocate your principal place of business or change the name of your business.

28. WARRANTY DISCLAIMER. XEROX DISCLAIMS THE IMPLIED WARRANTIES OF NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. This Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code and, except to the extent expressly provided herein, and as permitted by applicable law, you waive all of your rights and remedies as a lessee under Article 2A.

29. INTELLECTUAL PROPERTY INDEMNITY. Xerox will defend, and pay any settlement agreed to by Xerox or any final judgment for, any claim that a Xerox-brand Product infringes a third party's U.S. intellectual property rights. You will promptly notify Xerox of any alleged infringement and permit Xerox to direct the defense. Xerox is not responsible for any non-Xerox litigation expenses or settlements unless it pre-approves them in writing. To avoid infringement, Xerox may modify or substitute an equivalent Xerox-brand Product, refund the price paid for the Xerox-brand Product (less the reasonable rental value for the period it was available to you), or obtain any necessary licenses. Xerox is not liable for any infringement based upon a Xerox-brand Product being modified to your specifications or being used or sold with products not provided by Xerox.

30. TITLE & RISK OF LOSS AND INSURANCE. Until you exercise your Purchase Option: (a) title to Equipment will remain with Xerox; (b) Equipment will remain personal property; (c) you will not attach the Equipment as a fixture to any real estate; (d) you will not pledge, sublease or part with possession of it, or file or permit to be filed any lien against it; and, (e) you will not make any permanent alterations to it. Risk of loss passes to you upon delivery and remains with you until Xerox removes the Equipment. You will keep the Equipment insured against loss or damage and the policy will name Xerox as a loss payee ("Required Insurance"). You must provide Xerox or our agents, designees or assigns with satisfactory evidence of Required Insurance within 30 days of the commencement of this Agreement or any subsequent written request by Xerox or our agents, designees or assigns. IF YOU DO NOT PROVIDE SUCH EVIDENCE, THEN, IN LIEU OF OTHER REMEDIES FOR DEFAULT, XEROX, IN ITS DISCRETION AND AT ITS SOLE OPTION, MAY OBTAIN INSURANCE FROM AN INSURER OF ITS CHOOSING, IN SUCH FORMS AND AMOUNTS AS XEROX DEEMS REASONABLE TO PROTECT ITS INTERESTS (COLLECTIVELY "EQUIPMENT INSURANCE"). EQUIPMENT INSURANCE WILL COVER THE EQUIPMENT AND XEROX; IT WILL NOT NAME YOU AS AN INSURED, MAY NOT COVER ALL OF YOUR OBLIGATIONS UNDER THIS AGREEMENT AND WILL BE SUBJECT TO CANCELLATION BY XEROX OR THE INSURER AT ANY TIME. YOU AGREE TO PAY XEROX PERIODIC CHARGES FOR SUCH EQUIPMENT INSURANCE (COLLECTIVELY "INSURANCE CHARGES") THAT INCLUDE AN INSURANCE PREMIUM THAT MAY BE HIGHER THAN IF YOU MAINTAINED THE REQUIRED INSURANCE SEPARATELY AND/OR BILLING AND PROCESSING FEES WHICH MAY GENERATE A PROFIT TO XEROX OR A THIRD PARTY. XEROX MAY ADD INSURANCE CHARGES TO EACH INVOICE. **XEROX SHALL DISCONTINUE BILLING OR DEBITING INSURANCE CHARGES FOR EQUIPMENT INSURANCE UPON RECEIPT FROM YOU OF SATISFACTORY EVIDENCE OF REQUIRED INSURANCE. Neither loss nor damage to Equipment or Xerox's receipt of insurance proceeds relieve you of any of your remaining obligations under this Agreement.** YOU AGREE (i) AT XEROX'S OPTION, TO ARBITRATE ANY DISPUTE WITH XEROX OR OUR AGENTS, DESIGNEES OR

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Terms and Conditions

ASSIGNS REGARDING THE EQUIPMENT INSURANCE AND/OR INSURANCE CHARGES UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN MONROE COUNTY, NY, (ii) ARBITRATION (NOT A COURT) IS THE EXCLUSIVE REMEDY FOR SUCH DISPUTES; AND (iii) CLASS ARBITRATION IS NOT PERMITTED. This arbitration requirement does not apply to any other provision of this Agreement.

31. ASSIGNMENT. Except for assignment by Xerox to a parent, subsidiary or affiliate of Xerox, or to securitize this Agreement as part of a financing transaction ("Permitted Assignment"), neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party. In the event of a Permitted Assignment: (a) Xerox may, without your prior written consent, release to the proposed assignee information it has about you related to this Agreement; (b) the assignee will have all of the rights but none of the obligations of Xerox hereunder; (c) you will continue to look to Xerox for performance of Xerox's obligations, including the provision of Maintenance Services; (d) you waive and release the assignee from any claim relating to or arising from the performance of Xerox's obligations hereunder; (e) you shall not assert any defense, counterclaim or setoff you may have against an assignee; and (f) you will remit payments in accordance with instructions of the assignee..

32. MISCELLANEOUS. Notices must be in writing and will be deemed given 5 days after mailing, or 2 days after sending by nationally recognized overnight courier. Notices will be sent to you at the "Bill to" address identified in this Agreement, and to Xerox at the inquiry address set forth on your most recent invoice, or to such other address as either party may designate by written notice. You authorize Xerox or its agents to communicate with you by any electronic means (including cellular phone, email, automatic dialing and recorded messages) using any phone number (including cellular) or electronic address you provide to Xerox. This Agreement constitutes the entire agreement as to its subject matter, supersedes all prior oral and written agreements, and will be governed by the laws of the State of New York (without regard to conflict-of-law principles). In any action to enforce this Agreement, the parties agree (a) to the jurisdiction and venue of the federal and state courts in Monroe County, New York, and (b) to waive their right to a jury trial. If a court finds any term of this Agreement unenforceable, the remaining terms will remain in effect. The failure by either party to exercise any right or remedy will not constitute a waiver of such right or remedy. Each party may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Agreement which will be admissible in any action to enforce it, but only the Agreement held by Xerox will be considered an original. Xerox may accept this Agreement either by signature or by commencing performance. Changes to this Agreement must be in writing and signed by both parties. Any terms on your ordering documents will be of no force or effect. Administrative and contract support functions hereunder may be performed, inside or outside the U.S., by one or more of Xerox's subsidiaries or affiliates. The following four sentences control over every other part of this Agreement. Both parties will comply with applicable laws. Xerox will not charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that would, but for the last four sentences of this Section, be read under any circumstances to allow for a charge higher than that allowed under any applicable legal limit, is modified by this Section to limit the amounts chargeable under this Agreement to the maximum amount allowed under the legal limit. If, in any circumstances, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by Xerox in excess of that legally allowed will be applied by Xerox to the payment of amounts legally owed under this Agreement, or refunded to you.

33. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Trade-in Information

34. TRADE-IN EQUIPMENT. You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

Item	Trade-In Model and Serial Number	Allowance	Total Applied To Equip Balance
1. V80B	Xerox X700x S/N MAV779895	$1,188.00	$1,188.00
2. V80FFPS	Xerox X70ffps S/N TAM623628	$567.00	$567.00
3. V80B	Xerox X700x S/N MAV779881	$750.00	$750.00
4. V80FFPS	Xerox X70ffps S/N TAM623647	$541.00	$541.00

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0 4 7 2 1 4 6 0 1 0 0 6 0 0 6 1

Lease Agreement

TCPN - BPA R150302

xerox

Contract 12828

Customer: LUBBOCK, CITY OF

BillTo: CITY OF LUBBOCK
1625 13TH ST
LUBBOCK, TX 79401-0001

Install: CITY OF LUBBOCK
RM LO6
1625 13TH ST
LUBBOCK, TX 79401-0001

Tax ID#: 75

State or Local Government Negotiated Contract : 072715300

Solution

Item / Product Description	Agreement Information	Trade Information	Requested Install Date
1. D125CP (D125 COPIER/PRINTER) - High Capacity Feeder - Standard Install - D5 Bklt/finshr Xc 2/3 - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox 4127CP S/N GYA889963 Trade-In as of Payment 59	5/21/2016
2. FFSRVR (FFPS SVR-D95/110/125) - Controller Stand - D125 Cp Srv License - Vsel-required On Cp - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox LTPROD/EPS S/N NXL516682 Trade-In as of Payment 59	5/21/2016
3. D125CP (D125 COPIER/PRINTER) - High Capacity Feeder - Standard Install - D4 Stapler Finisher 2-3 Hole - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox 4127CP S/N GYA889673 Trade-In as of Payment 59	5/21/2016
4. FFSRVR (FFPS SVR-D95/110/125) - Controller Stand - D125 Cp Srv License - Vsel-required On Cp - Customer Ed - Analyst Services	Lease Term: 36 months Purchase Option: FMV	- Xerox LTPROD/EPS S/N NXL516612 Trade-In as of Payment 59	5/21/2016

Authorized Signature

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

Thank You for your business!
This Agreement is proudly presented by Xerox and

Sandra Henley
(806)744-8744

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

XEROX TOTAL SATISFACTION GUARANTEE

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0 4 7 2 1 4 6 0 1 0 0 1 0 0 4 0

xerox

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. D125CP	$1,700.84	1: Total	All Prints	$0.0046	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. FFSRVR	$738.86	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
3. D125CP	$1,595.45	1: Total	All Prints	$0.0046	- Consumable Supplies Included for all prints - Pricing Fixed for Term
4. FFSRVR	$738.86	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
Total	$4,774.01	Minimum Payments (Excluding Applicable Taxes)			

The parties agree to the terms of Attachment A and B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, this Agreement is executed as of _____, 2016 the Effective Date.

CITY OF LUBBOCK, TX:

_____
Glen C. Robertson, Mayor

CONTRACTOR:

_____
Xerox

_____
Title

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Marta Alvarez, Director of Purchasing and Contract Management

APPROVED AS TO FORM:

_____
Milton Satterwhite, First Assistant City Attorney

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Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

4. FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server™/DocuSP® software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready® and FreeFlow Process Manager™) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software."

1. FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

2. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

3. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.

4. The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). You will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox s right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED "AS IS," WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

5. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox s published specifications (collectively "Workstation"); (b) IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox s published specifications.

6. The following terms apply to FreeFlow Software licensed to U.S. government customers:

a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).

b. Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

c. Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.

PRICING PLAN/OFFERING SELECTED:

5. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

6. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by

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Terms and Conditions

the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Trade-In Information

7. TRADE-IN EQUIPMENT. You warrant that you have the right to transfer title to the equipment you are trading in as part of this Agreement ("Trade-In Equipment") and that the Trade-In Equipment is in good working order and has not been modified from its original configuration (other than by Xerox). Title and risk of loss to the Trade-In Equipment will pass to Xerox when Xerox removes it from your premises. You will maintain the Trade-In Equipment at its present site and in substantially its present condition until removed by Xerox. You will pay all accrued charges for the Trade-In Equipment (up to and including payment of the final principal payment number) and all applicable maintenance, administrative, supply and finance charges until Xerox removes the Trade-In Equipment from your premises.

Item	Trade-In Model and Serial Number	Allowance	Total Applied To Equip Balance
1. D125CP	Xerox 4127cp S/N GYA889963	$982.00	$982.00
2. FFSRVR	Xerox Ltprod/eps S/N NXL516682	$409.00	$409.00
3. D125CP	Xerox 4127cp S/N GYA889673	$851.00	$851.00
4. FFSRVR	Xerox Ltprod/eps S/N NXL516612	$404.00	$404.00

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Proposed Costs

New Items	Agreement Information	Equipment Monthly Payment	Maintenance Monthly Payment	Print Charges						Totals
				Meter	Volume Band	Per Print Rate	AMPV	Above Plan	Meter Charges	
1 D125CP	- Lease - Term: 36 months	$1,700.84	Included	1: Total	All Prints	$0.0046	58,161	58,161	$267.54	$1,968.38
2 FFSRVR	- Lease - Term: 36 months	$738.86	Included	N/A	N/A	N/A	N/A	N/A	N/A	$738.86
3 D125CP	- Lease - Term: 36 months	$1,595.45	Included	1: Total	All Prints	$0.0046	59,621	59,621	$274.26	$1,869.71
4 FFSRVR	- Lease - Term: 36 months	$738.86	Included	N/A	N/A	N/A	N/A	N/A	N/A	$738.86
5 V80B	- Lease - Term: 36 months	$1,829.33	Included	1: Color 2: Black 3: Color LG	All Prints All Prints All Prints	$0.0475 $0.0107 $0.0054	10,676 21,387 0	10,676 21,387 0	$507.11 $228.84 $0.00	$2,565.28
6 V80FFPS	- Lease - Term: 36 months	$911.77	Included	N/A	N/A	N/A	N/A	N/A	N/A	$911.77
7 V80B	- Lease - Term: 36 months	$1,004.58	Included	1: Color 2: Black 3: Color LG	All Prints All Prints All Prints	$0.0475 $0.0107 $0.0054	7,577 3,062 0	7,577 3,062 0	$359.91 $32.76 $0.00	$1,397.25
8 V80FFPS	- Lease - Term: 36 months	$910.95	Included	N/A	N/A	N/A	N/A	N/A	N/A	$910.95
Total		**$9,430.64**	**Included**				**160,484**		**$1,670.42**	**$11,101.06**
									Monthly Investment	**$2,329.15**

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.

CITY OF LUBBOCK, TEXAS

CONTRACT 12828

III. INSURANCE

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

INSURANCE COVERAGE REQUIRED

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

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

TYPE OF INSURANCE		COMBINED SINGLE LIMIT	
GENERAL LIABILITY			
☒ Commercial General Liability	☐ Other	General Aggregate	$1,000,000
☐ Claims Made	☒ Occurrence	Products-Comp/Op AGG	X
☐ W/Heavy Equipment	☐ Occurrence	Personal & Adv. Injury	
☐ To Include Products of Complete Operation Endorsements		Contractual Liability	X
		Fire Damage (Any one Fire)	____
		Med Exp (Any one Person)	____
PROFESSIONAL LIABILITY			
☐ _____			
AUTOMOTIVE LIABILITY			
☒ Any Auto	☐ All Owned Autos	Per Occurrence	$1,000,000
☐ Scheduled Autos	☐ Hired Autos		
☐ Non-Owned Autos			
EXCESS LIABILITY			
☐ Umbrella Form		Each Occurrence	____
		Aggregate	____
GARAGE LIABILITY			
☐ Any Auto		Auto Only - Each Accident	____
☐ _____		Each Accident Aggregate	____
☐ BUILDER'S RISK		☐ 100% of the Total Contract Price	
☐ INSTALLATION FLOATER		☐ 100% of the Total Material Costs	
☐ POLLUTION			
☐ CARGO			____
☒ WORKERS COMPENSATION – STATUTORY AMOUNTS OR OCCUPATIONAL MEDICAL AND DISABILITY			$500,000
☐ EMPLOYERS' LIABILITY			

OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED

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

☒ *To include products of completed operations endorsement.*

☒ *Waiver of subrogation in favor of the City of Lubbock on all coverages, except*_____

The City of Lubbock shall be named a primary additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the contract 12828 for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

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

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

Meeting Date: 04/28/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3282, a request of Kirk Schneider, for Mary Dean Bloomer, for a zoning change from R-1 to C-4 on 1.13 acres of unplatted land out of Block D6, Section 3, 9420 19th Street, and consider an ordinance.

Item Summary

General comments:
The request is to rezone this property from R-1, as it was annexed into the City to C-4.

Adjacent land uses:
North – vacant, zoned R-1
South – Vacant and a mobile home park, zoned C-4 and R-1
East – Vacant, zoned R-1
West – vacant subdivision, zoned R-1

Comprehensive Land Use Plan (CLUP):
At the intersection of two major thoroughfares, the request is consistent with the CLUP.

Zoning Policy:
With the property fronting on a state highway, State Highway 114, the request for C-4 is consistent with the City zoning policies.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system.

Recommendations:
Staff recommends the case for approval.

On April 7, 2016, 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 NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3282;** A ZONING CHANGE FROM **R-1** TO **C-4** ZONING DISTRICT ON **1.13 ACRES OF UNPLATTED LAND OUT OF BLOCK D6, 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. 3282

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-4** zoning district on **1.13 acres of unplatted land out of Block D6, Section 3**, City of Lubbock, Lubbock County, Texas, located at **9420 19th Street**, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
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/ZoneCase/ZC3282
April 7, 2016

TR B
30
139.2'
66.08'
119.94'
95'
33
120'
32
113.18'
31
80.62'
70.47'
106.11'
91.6'
77.59'
99.91'
90.68'
95'
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120'
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111.87'
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72.39'
135.6'
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149.67'
119.75'
83.58'
40
120'
39
120.35'
38
79.43'
61.57'
110.23'
69.45'
RK
TR C
135.84'
94.73'
41
109'
42
136'
66.2'
86.29'
106.05'
45
44
110.5'
43
95'
72'
65'
95'
65'
65'
150'
TR A
1.13 AC
R121839
275'
360'
375.01'
50'
65'
65'
65'
250'
100'
110'
40'
14-A
2 AC
R128236
145'
145'
R146666
13-A
1.5AC
R128103
401.5'
197.59'
229.2'
145.7'
534'
TR N-6
2.017 AC
R169707
534.08'
TR N-7
6'
22'
TR N-8
141.39'
151'
40'
TR N-6-A
2'
TR N-7-A
849.14'
55'
228.23'
55'
WESTGATE MANUFACTUR
11

Christopher M. Miller, ATTY.
1655 S Enterprise A-1
Springfield MO 65804-1804

DEED 2015006231
2 PGS

GENERAL WARRANTY DEED

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records. your Social Security Number or driver's license number.

Date: April 10, 2014

Grantor: MARY DEAN BLOOMER, a single person
(Surviving spouse of FRANCIS E. BLOOMER, aka F.E. Bloomer, aka Frank Bloomer)

Grantor's Mailing Address: 4555 S. McCullough, Springfield, Greene County, Missouri

Grantee: MARY DEAN BLOOMER TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF MARY DEAN BLOOMER, DATED FEBRUARY 28, 2001

Grantee's Mailing Address: 4555 S. McCullough, Springfield Greene County, Missouri

Mail to: Christopher M. Miller, Attorney 1655 S. Enterprise, A1, Springfield, MO 65804

Consideration: The sum of Ten Dollars and Other Good and Valuable Considerations

Property:

A tract of land out of Section 3, Block D-6, in Lubbock County, Texas, and being herein more particularly described as follows: BEGINNING at an iron pipe found for the Southeast corner of this tract from whence the Southwest corner of Section 3, Block D-6, Lubbock County, Texas, bears South 65 feet and west 200 feet; THENCE North 360 feet; THENCE West 150 feet; THENCE S 0° 02' E. 275 feet; THENCE S. 45° 02' E. 120.19 feet; THENCE East 65 feet to the PLACE OF BEGINNING, together with all improvements located thereon.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Grantor warrants that she is the surviving spouse of Francis E. Bloomer, aka F.E. Bloomer, aka Frank Bloomer, who died August 15, 2000, and that they were never divorced.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal, this the day and year first above written.

MARY DEAN BLOOMER

Witness:
Theresa V. Hoaglin
Thersa V. Hoaglin

STATE OF MISSOURI)
)ss
COUNTY OF GREENE)

On this 10 day of April, A.D 2014, before me personally appeared MARY DEAN BLOOMER, to me known to be the person described in and who executed the foregoing General Warranty Deed and acknowledged that she executed the same as her free act and deed. And the said MARY DEAN BLOOMER further declared herself to be single and unmarried, and the surviving spouse of FRANCIS E. BLOOMER, aka F E. Bloomer, aka Frank Bloomer who died on August 15, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri the day and year last above written.

Notary Public

My Commission Expires: 8/24/16

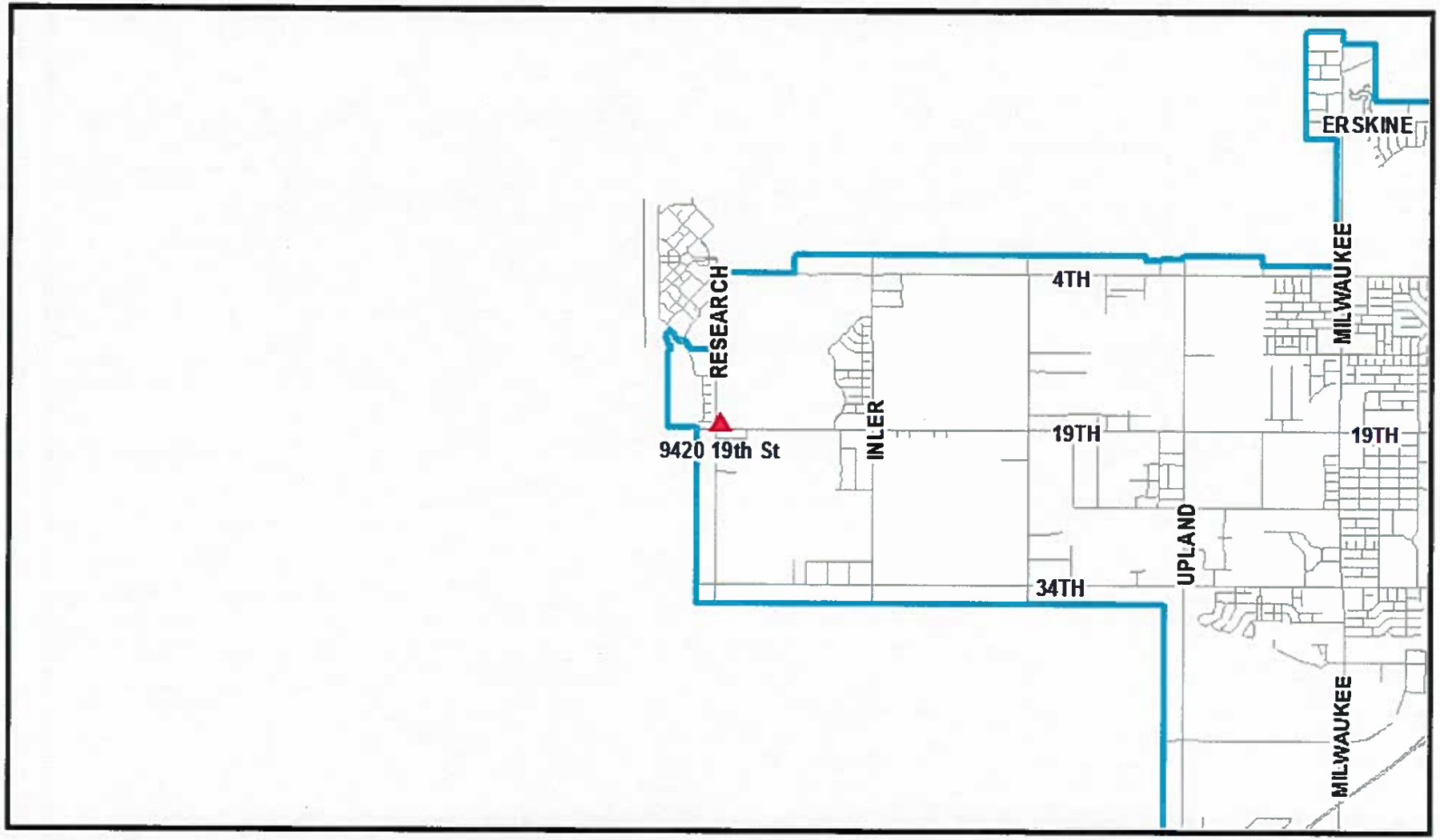
CHRIS MILLER
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: August 24, 2016
Commission Number: 12624628

FILED AND RECORDED

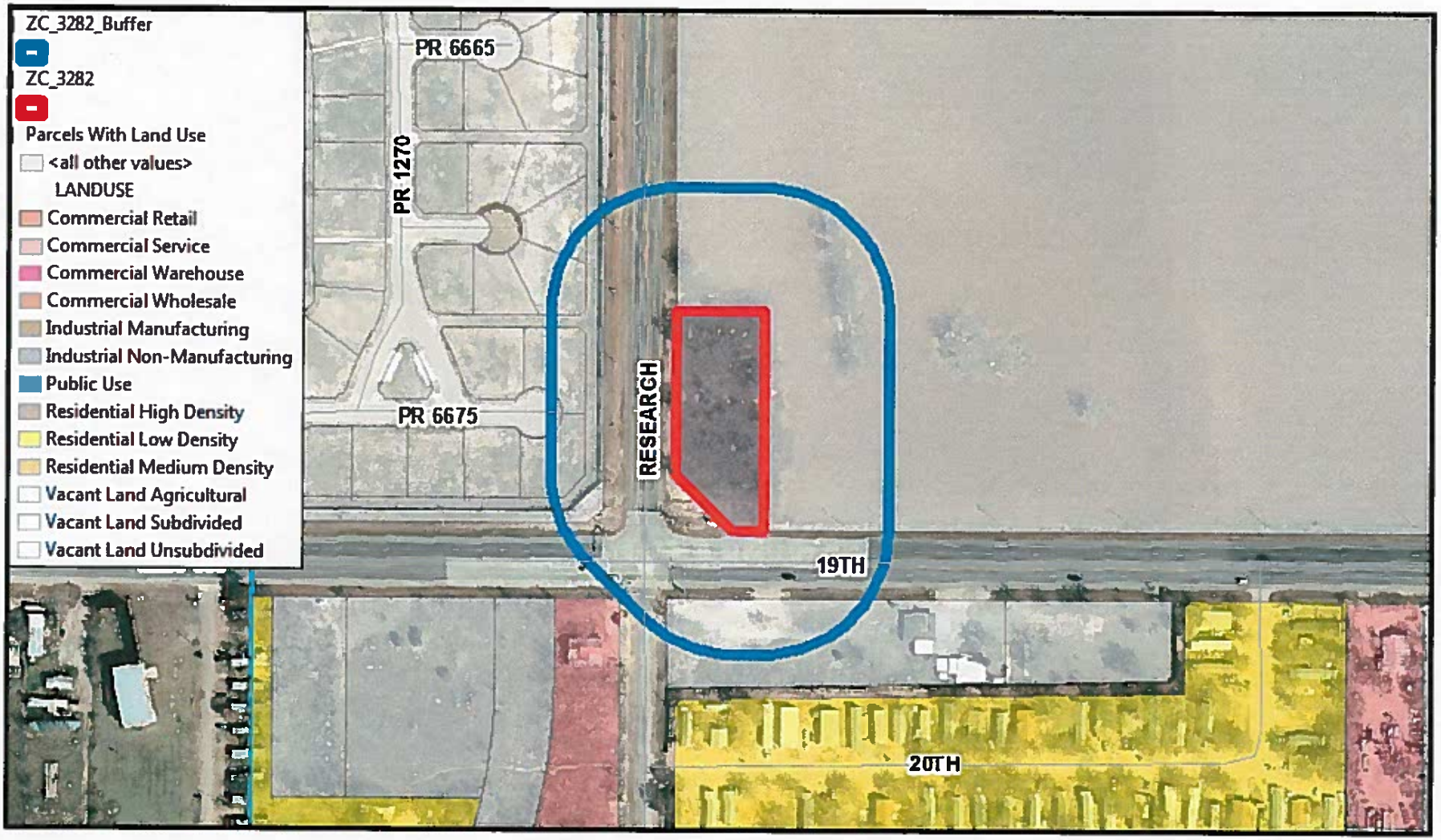
OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County TEXAS

March 02, 2015 01 15 38 PM 2015006231
FEE $30 00

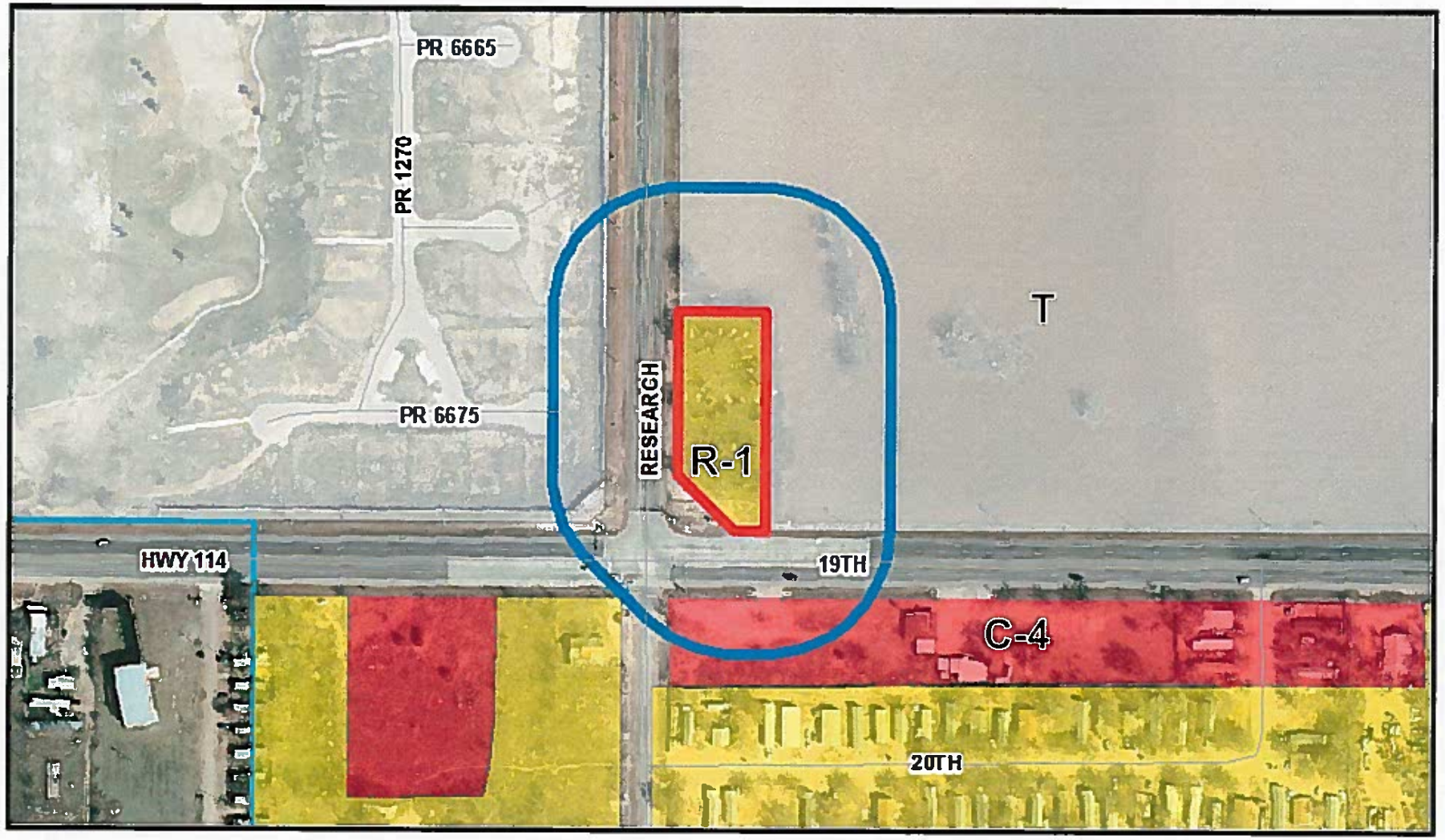


P.Z.C. Case 3282

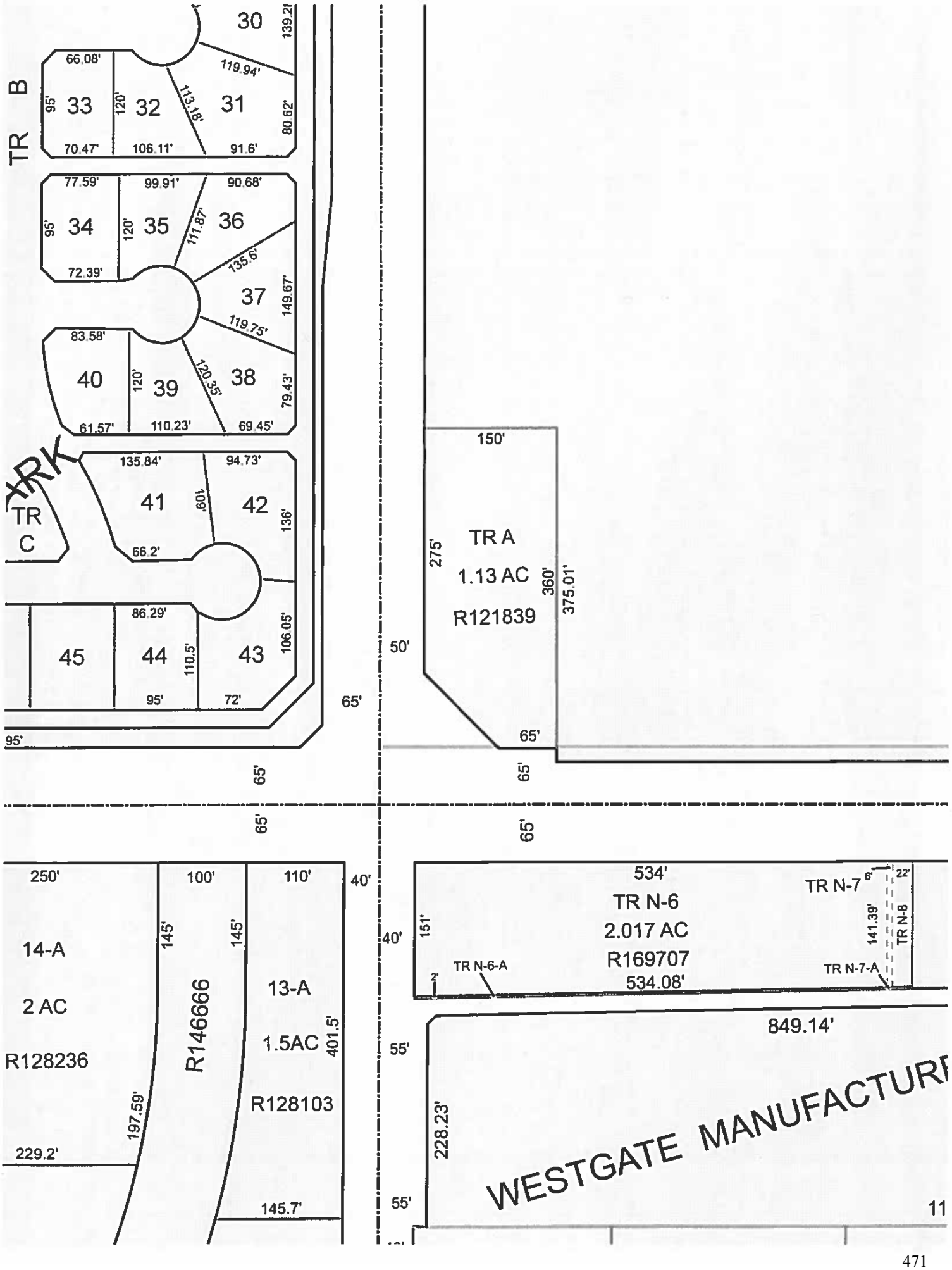


P.Z.C. Case 3282

Request of Kirk Schneider (for Mary Dean Bloomer) for a zoning change from R-1 to C-4, 9420 19th Street



P.Z.C. Case 3282 Zoning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TR A
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R121839
275'
360'
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100'
110'
40'
14-A
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R128236
145'
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R146666
13-A
1.5AC
R128103
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229.2'
145.7'
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TR N-6
2.017 AC
R169707
534.08'
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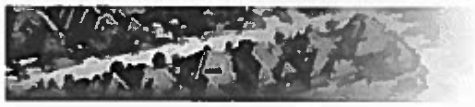


Lubbock Central Appraisal District

2015 Certified Values

Property Detail Sheet (R121839)

Home
General Information
News
FAQ
Forms
Searches
- QuickRef ID Search
- Owner Search
- Address Search
- Advanced Search
- Neighborhood Search

Property Data
- Detail Sheet
- Datasheet
- Bills

Other
- Payment Information
- 2015 Tax Rates
- Property Tax Basics
- Property Taxpayer Remedies
- Property Tax Assistance
- Installment Payments
- Appraisal Notice Information
- Public Information Request
- Online Protest Instructions
- Property Tax Calendar
- Appraisal Protests and Appeals
- Employment
- GIS Maps
- Data Downloads
- Esp. Property Taxpayer
- Esp. Appraisal Protest and Appeal
- Esp. Property Tax Basics
- Freeport Worksheet
- Property Tax Binding Arbitration

History
Plat Map
GIS Map
Datasheet
Bills
Pay Taxes
Protest

Owner Information

Owner ID:	O0231020
Owner Name:	BLOOMER MARY DEAN REVOCABLE TRUST
Owner Address:	% CHRISTOPHER MILLER ATTY 1655 S ENTERPRISE A1 SPRINGFIELD,MO 65804
Property Address:	LUBBOCK 79416 9420 19TH ST

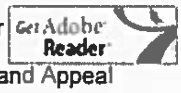
Parcel Information

Legal Description:	BLK D6 SEC 3 AB 254 TR A ACS: 1.13
Neighborhood:	0806(0806 - City Of Lubbock)
Acreage:	1.13
Cross Reference:	AC38003-90254-00010-000
Undivided Interest:	
Exemption Codes:	
Entity Codes:	CLB (City Of Lubbock) GLB (Lubbock County) HSP (Lubb Cnty Hospital) SFR (Frenship ISD) WHP (Hi Plains Water)
Deed Type:	Warranty Deed
Deed Book:	
Deed Page:	2015-6231
Map Page:	385
Links:	

Value Breakdown	2015 Value
Land HS:	$0.0 +
Land NHS:	$9,845 +
Improvement HS:	$0.0 +
Improvement NHS:	$0.0 +
Ag Market:	$0.0
Ag Use:	$0.0 +
Timber Market:	$0
Timber Use:	$0 +
Assessed:	$9,845 =

Land

ID	Type	SPTB	Acres	Market
Land1	C (Commercial)	C1 (C1 - Real Property: Vacant Lots and Tracts)	1.13000	$ 9,845



A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available here.

Christopher M. Miller, ATTY.
1655 S Enterprise A-1
Springfield MO 65804-1864

DEED 2015006231
2 PGS

GENERAL WARRANTY DEED

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Date: April 10, 2014

Grantor: MARY DEAN BLOOMER, a single person
(Surviving spouse of FRANCIS E. BLOOMER, aka F.E. Bloomer, aka Frank Bloomer)

Grantor's Mailing Address: 4555 S. McCullough, Springfield, Greene County, Missouri

Grantee: MARY DEAN BLOOMER TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF MARY DEAN BLOOMER, DATED FEBRUARY 28, 2001

Grantee's Mailing Address: 4555 S. McCullough, Springfield Greene County, Missouri

Mail to: Christopher M. Miller, Attorney 1655 S. Enterprise, A1, Springfield, MO 65804

Consideration: The sum of Ten Dollars and Other Good and Valuable Considerations

Property:

A tract of land out of Section 3, Block D-6, in Lubbock County, Texas, and being herein more particularly described as follows: BEGINNING at an iron pipe found for the Southeast corner of this tract from whence the Southwest corner of Section 3, Block D-6, Lubbock County, Texas, bears South 65 feet and west 200 feet; THENCE North 360 feet; THENCE West 150 feet; THENCE S 0° 02' E. 275 feet; THENCE S. 45° 02' E. 120.19 feet; THENCE East 65 feet to the PLACE OF BEGINNING, together with all improvements located thereon.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Grantor warrants that she is the surviving spouse of Francis E. Bloomer, aka F.E. Bloomer, aka Frank Bloomer, who died August 15, 2000, and that they were never divorced.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal, this the day and year first above written.

MARY DEAN BLOOMER

Witness:
Theresa V. Hoaglin
Thersa V. Hoaglin

STATE OF MISSOURI)
)ss
COUNTY OF GREENE)

On this 10 day of April, A.D 2014, before me personally appeared MARY DEAN BLOOMER, to me known to be the person described in and who executed the foregoing General Warranty Deed and acknowledged that she executed the same as her free act and deed. And the said MARY DEAN BLOOMER further declared herself to be single and unmarried, and the surviving spouse of FRANCIS E. BLOOMER, aka F E. Bloomer, aka Frank Bloomer who died on August 15, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missoun the day and year last above written.

Notary Public

My Commission Expires: 8/24/16

CHRIS MILLER
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: August 24, 2016
Commission Number: 12524628

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County TEXAS

March 02, 2015 01 15 38 PM 2015006231
FEE $30 00

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) KIRK SCHNEIDER

4105 84TH ST.
Street/Post Office Box

LUBBOCK TX 79423
City State Zip

(806) 776-2815
Telephone

For MARY DEAN BLOOMER

4555 S MCCULLOUGH AVE
Street/Post Office Box

SPRINGFIELD MO 65804
City State Zip

(417) 883-6113
Telephone

Location or Address: 9420 19TH ST.

Legal Description:*

Existing Land Use: R-1 VACANT **Existing Zoning:** R-1

Acreage or Square Footage of Property: 1.13 ACRES

Zoning Requested: C-4

Proposed Development: NONE AT THIS TIME BUT WOULD BE GOOD LOCATION FOR CONVENIENCE STORE WITH GAS PUMPS

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

Mary Dean Bloomer
Applicant's Signature

Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: Check # 475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

NTS MAP 77

Zone Case No.: 3292 **Agenda No.:** _____

Request for zoning change from: R-1 **To:** C-4

1.13 acres of unplatted land out of block D-6 section 3

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 9420 19th St

KS KC

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.:** ***3282***

In Favor of ✓

Opposed ___

Reasons and/or Comments:

RECEIVED
APR – 5 REC'D
PLANNING DEPARTMENT

Print Name MARY DEAN Bloomer

Signature: Mary Dean Bloomer

Address: 4555 S. McCullough, Springfield Mo 65804

Address of Property Owned: 9420 19th St Lubbock Tx

Zone Case Number: **3282** 1418

BLOOMER MARY DEAN REVOCABLE TRUST
% CHRISTOPHER MILLER ATTY
1655 S ENTERPRISE A1
SPRINGFIELD MO 65804

M. D. Bloomer
4555 S McCullough Ave
Springfield, MO 65804-7208

Please correct this address. Thank you mdb

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

Meeting Date: 04/28/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3047-P, a request of James Rasmussen, for N.S.H.E. TX Vernon, LLC, for a zoning change from GO to C-2A Specific Use, Tract E, The Reserves at Vintage Addition, 12130 Quaker Avenue, and consider an ordinance.

Item Summary

General comments:
The request is for C-2A Specific Use for reduced setbacks and a strike list limiting the overall allowed uses.
The proposed development is similar in design to the adjacent townhomes to the west with regards to architectural style. Staff is recommending the setback on the north side of the property match the adjacent development to the west, with a minimum setback of 15-feet.

Adjacent land uses:
North – townhome development, R-1 Specific Use for townhomes
South – vacant, zoned T, Transition
East – vacant, zoned T, Transition
West - townhome development , R-1 Specific Use for townhomes

Comprehensive Land Use Plan (CLUP):
The request is not consistent with the CLUP. However, the applicant has diligently tried to address as many concerns from the comp plan and staff as possible. The site lessens potential traffic issues by only allowing access to 122nd Street, a collector level street. A traffic signal is common at the intersection of a thoroughfare and a collector street. As development continues and traffic increases in the area, a traffic light may be required.

Zoning Policy:
The request is not consistent with the city zoning policies, lacking a buffer between residential and commercial district.

Effect on the adjacent street and thoroughfare system:
The approval of this case and the future development should have a limited impact on the thoroughfare system, as the site does not allow direct access to Quaker Avenue.

Recommendations:
If the commission feels the case is appropriate for approval, staff recommends the following conditions:
1. That the project be tied to the proposed site plan, amending the setback from 121st Street to a minimum of 15 feet from the property line.
2. That the site shall only have access from 122nd Street, no curb cuts allowed to Quaker Avenue, 121st Street, or the alley to the west.
3. That a screening fence shall be required adjacent to the R-1 zoned property to the west.
4. That the uses be limited to the proposed strike list as presented by the applicant.

On April 7, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That the project be tied to the proposed site plan, amending the setback from 121st Street to a minimum of 15 feet from the property line.
2. That the site shall only have access from 122nd Street, no curb cuts allowed to Quaker Avenue, 121st Street, or the alley to the west.
3. That a screening fence shall be required adjacent to the R-1 zoned property to the west.
4. That the uses be limited to the proposed strike list as presented by the applicant.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 3047-P

Map - Zone Case 3047-P

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. 3047-P;** A ZONING CHANGE FROM **GO** TO **C-2A SPECIFIC USE** FOR **A RETAIL CENTER,** ON **TRACT E, THE RESERVES AT VINTAGE ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3047-P

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 **GO** to **C-2A Specific Use** for **a retail center** on **Tract E, the Reserves at Vintage Addition,** City of Lubbock, Lubbock County, Texas, located at **12130 Quaker Avenue,** subject to conditions.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the project be tied to the proposed site plan, amending the setback from 121st Street to a minimum of 15 feet from the property line.**

2. **THAT the site shall only have access from 122nd Street, no curb cuts allowed to Quaker Avenue, 121st Street, or the alley to the west.**

3. **THAT a screening fence shall be required adjacent to the R-1 zoned property to the west.**

4. **THAT the uses be limited to the proposed strike list as presented by the applicant.**

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 **GO** 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 **12130 Quaker Avenue**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

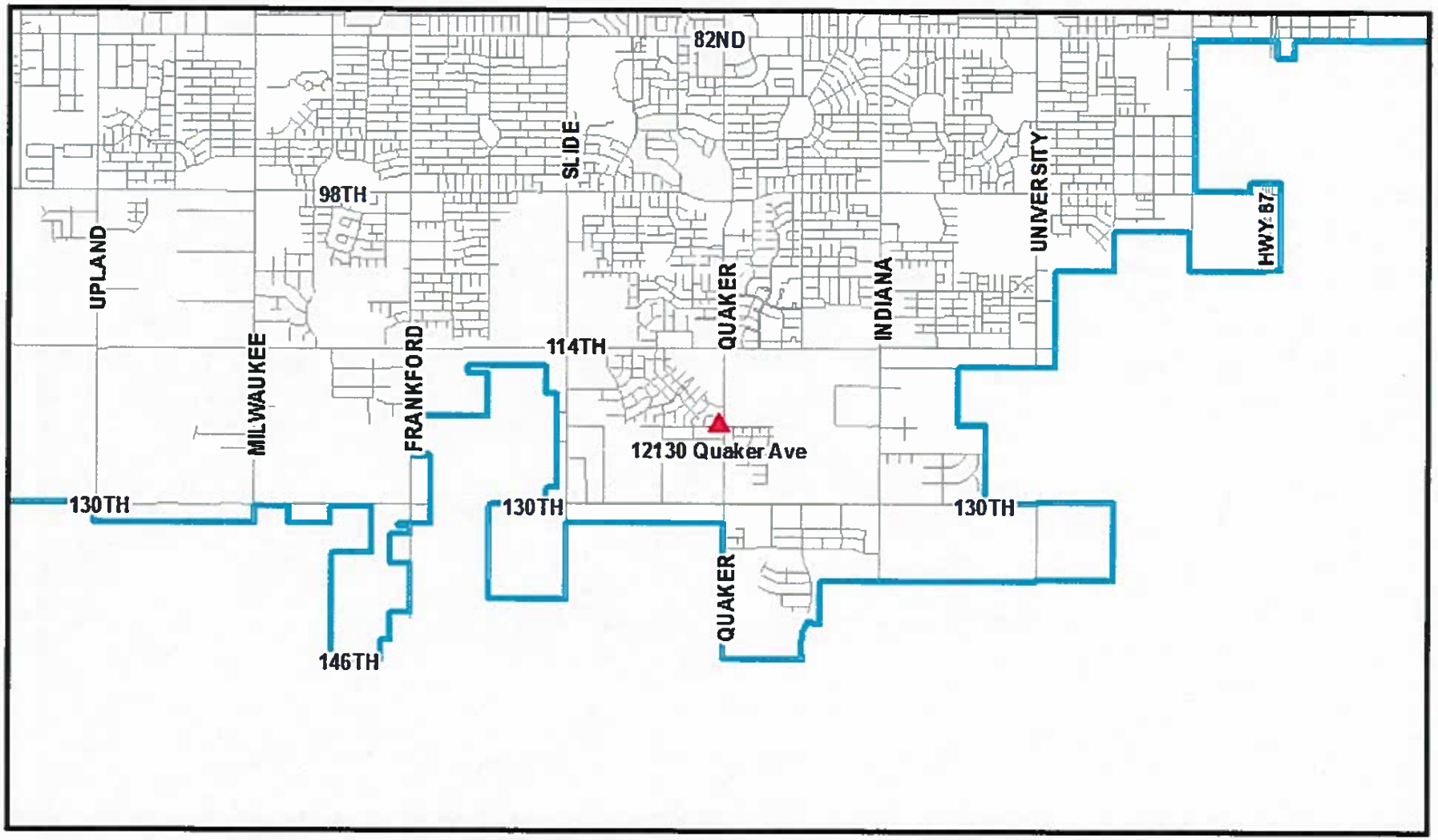
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

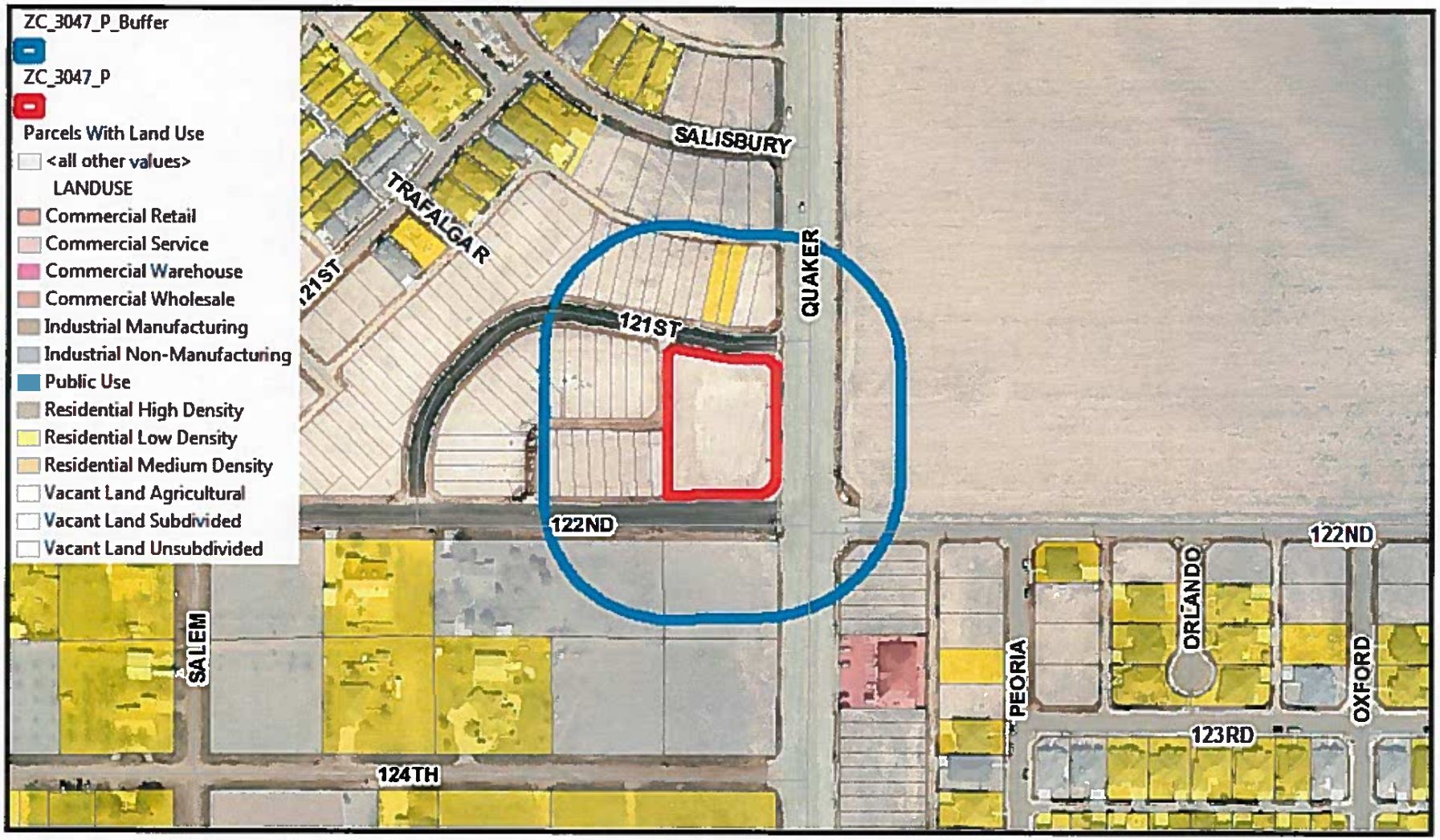
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3047-P
April 7, 2016

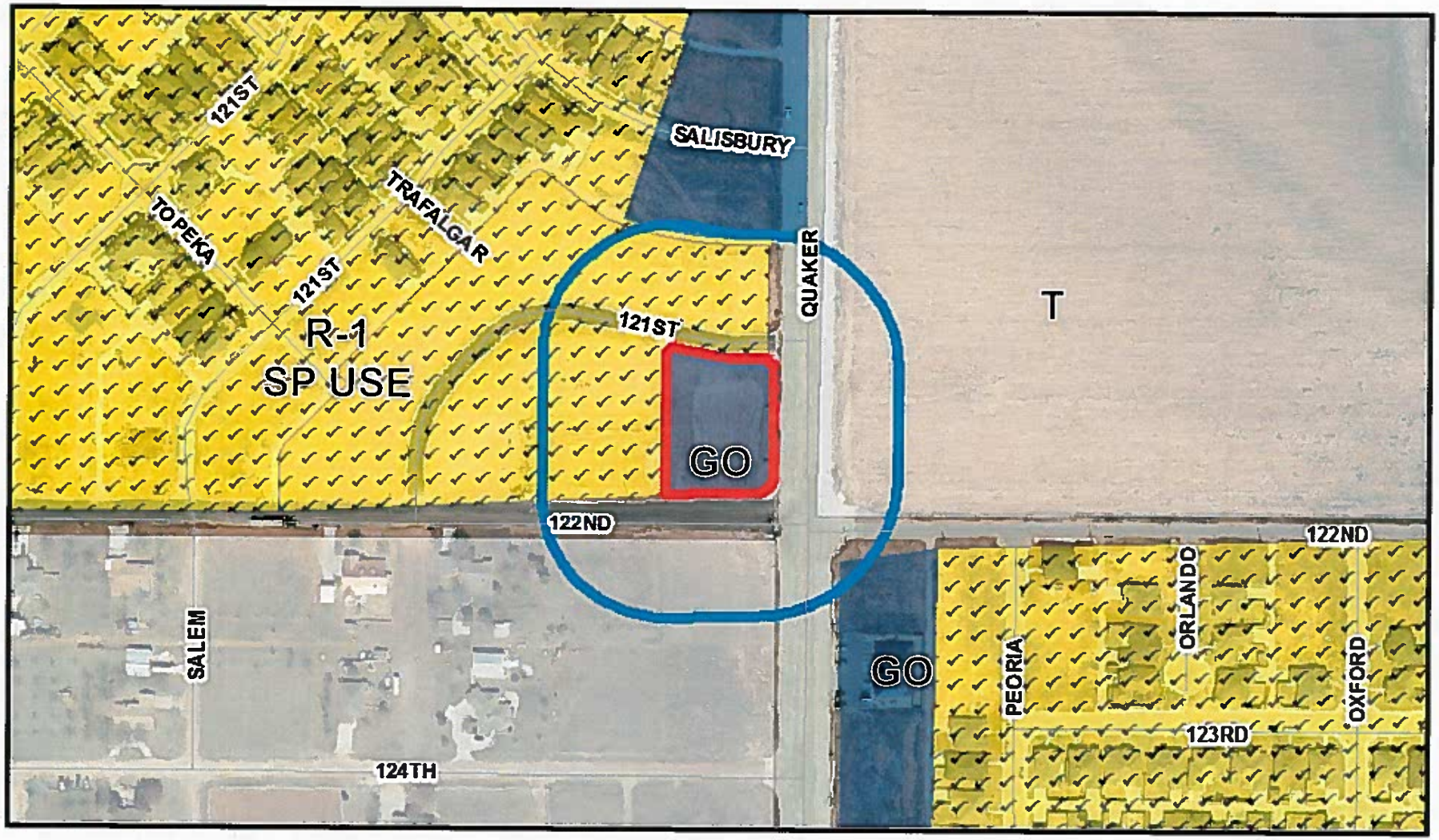


P.Z.C. Case 3047-P

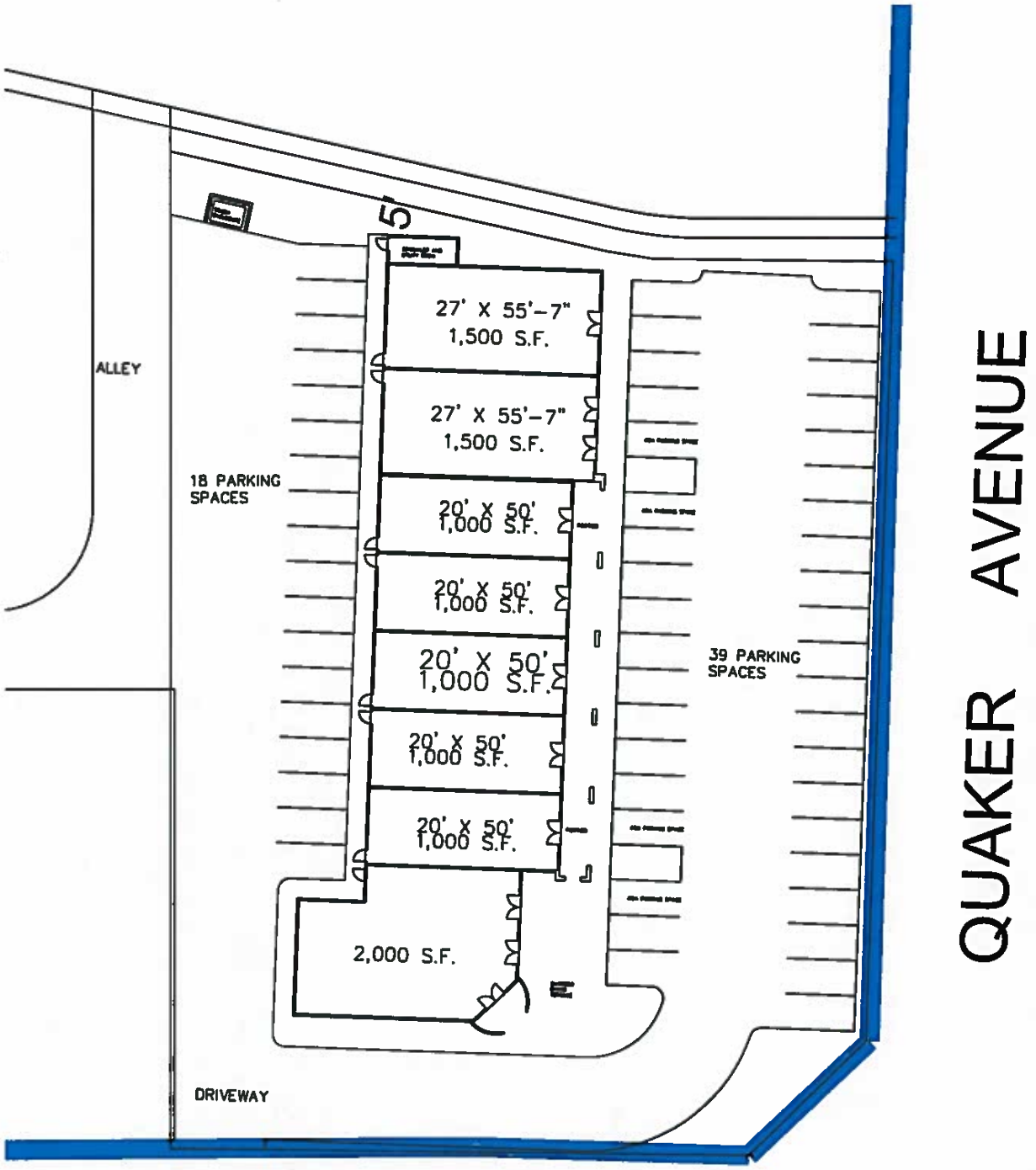


P.Z.C. Case 3047-P

Request of James Rasmussen (for N.S.H.E. TX Vernon, LLC) for a zoning change from GO to C-2A Specific Use, 12130 Quaker Avenue

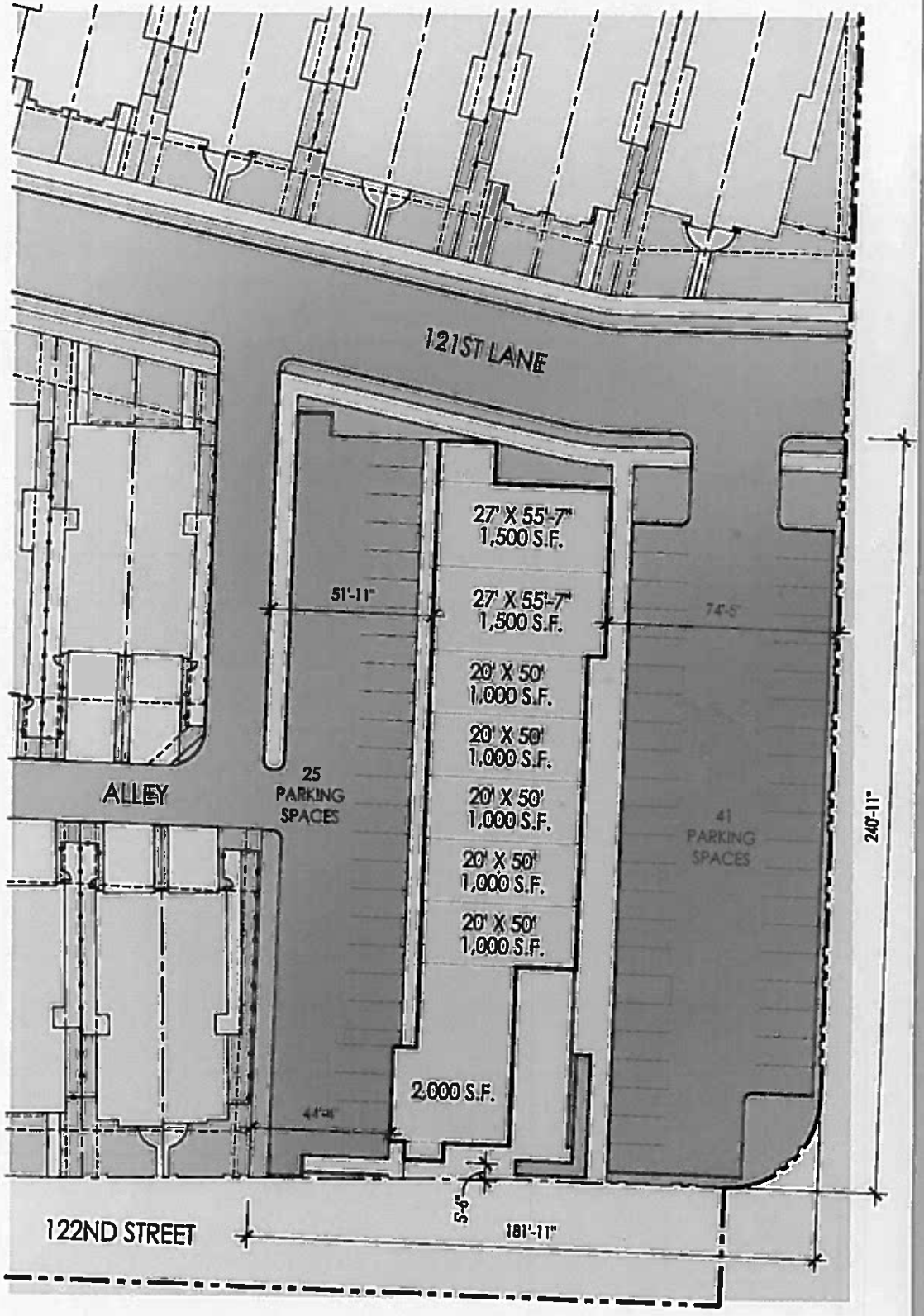


P.Z.C. Case 3047-P Zoning



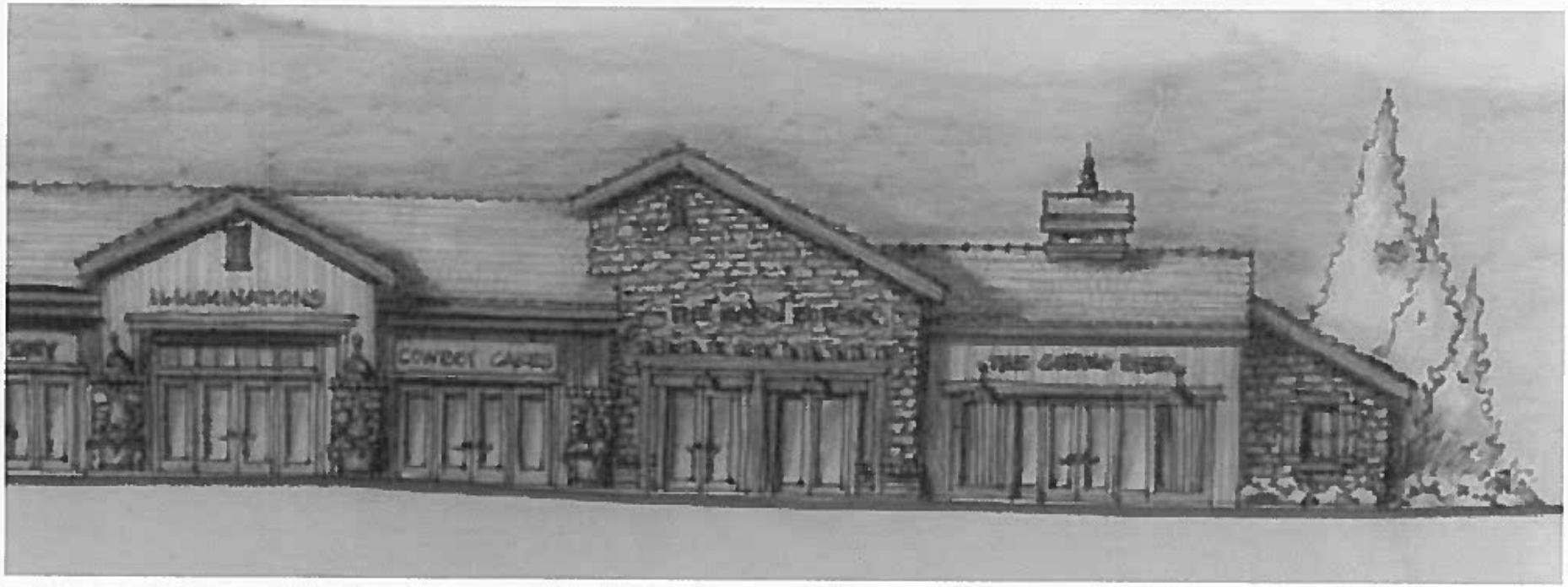
SUMMARY

10,000 S.F. OF RETAIL
1 SPACE PER 175 S.F. = 57 REQUIRED SPACE
57 SPACES PROVIDED
4 HANDICAP SPACES PROVIDED



QUAKER CORNER: SITE PLAN

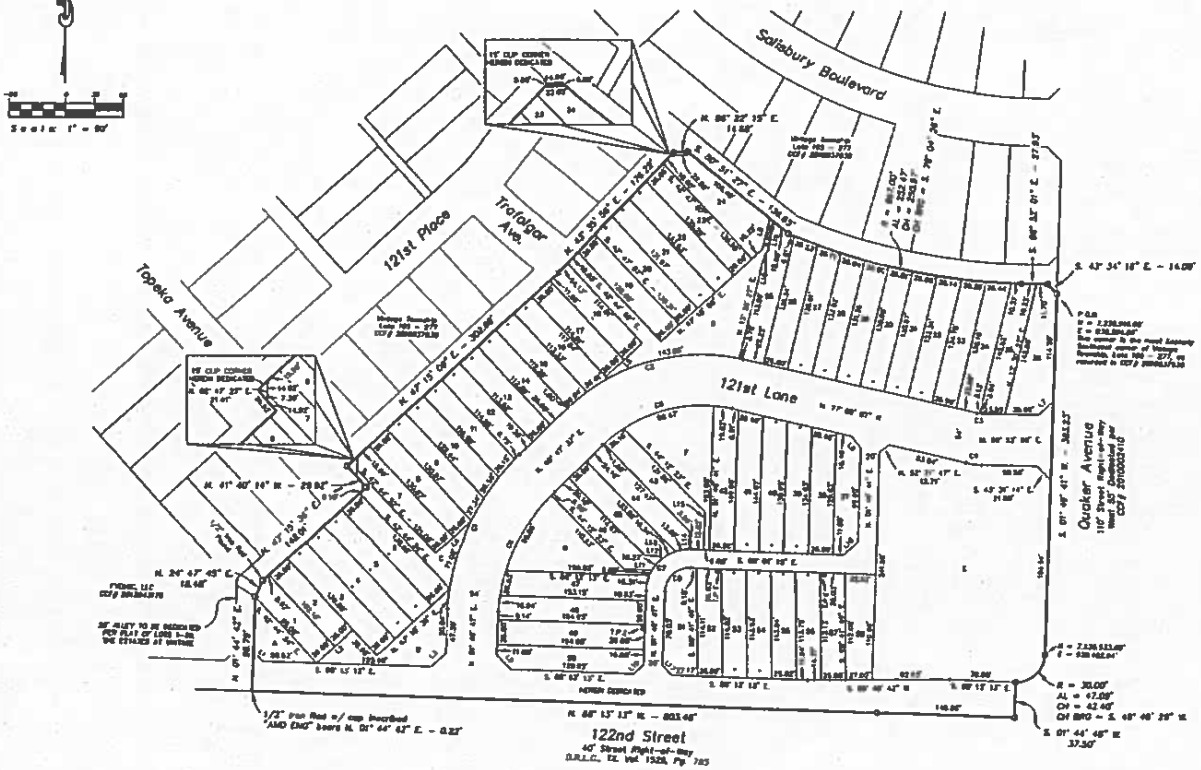
RASMUSSEN
DEVELOPMENT


ILLUMINATIONS
COWBOY CAPERS

DAISY CHAIN
FARM HOUSE CLUB

The Reserves at Vintage

LOTS 1 - 88 & TRACTS A - G
LOCATED IN SECTION 24, BLOCK E - 2,
LUBBOCK COUNTY, TEXAS



GENERAL NOTES:

Heavy lines indicate plat limits.
All streets, alleys, and easements within plat limits and previously recorded are hereby dedicated.
All easements herein granted shall entitle the city, county, or the utility company using such easements to the right to remove, repair, or replace any lines, pipes, conduits, or poles within such easements as may be determined by the city, county, or utility company without the city, county, or utility company being responsible or liable for the replacement of improvements, paving, or surfacing of the easement necessitated by such removal, repair, or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed.
All utility service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of section 30.00.005 of the Lubbock Code of Ordinances.
Any relocation or removal of existing facilities shall be at the developer's expense. Compensation shall be made prior to the recording of any portion of this final plat.
All existing or proposed utility easements to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date, and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property or by separate recorded instrument prior to the provision of such service. Such easements shall be at the developer's expense.
No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by Planning and Zoning Commission policy or by the Lubbock Code of Ordinances.
Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, and Sec. 28.08.131, Sec. 28.14.004, and Sec. 30.83.073 of the Lubbock Code of Ordinances.
Any easement or rights-of-way shown as "to be dedicated by separate instrument" are shown hereon for information purposes only. The plat does not dedicate said easements.
Shared access and drainage easement is herein granted on and across Tracts A - D and F - G.

ADDITIONAL NOTES:

This plat does not show certain easements and/or rights-of-way which may exist at the time the surveyor signed this plat and the accompanying legal description. Those easements and rights-of-way are proposed to be closed as a condition of recording the plat.

SURVEY CONTROL:

Bearings are grid bearings relative to the Texas Coordinate System TSRC - Zone 4202, NAD 83 (CORS96). Measured along the East line of Vintage Township Lots 165 - 277, as monumented on the ground.
Coordinates shown hereon are based on the City of Lubbock, Texas, Geodetic Network, Aerial and TLMA Control, tied to the City of Lubbock Control Monument #301. Distances shown are surface, U.S. survey feet.
A legal description of even survey date herewith accompanies this plat.
No abstract of title or title commitment was provided to the surveyor for the proposed plat. Any record research done by this surveyor was made only for the purpose of determining the boundary of this property (and as it may relate to adjoining parcels or rights-of-way). Record documents other than those shown on this plat may exist and encumber this property. This plat does not constitute or imply a complete title examination and any such title encumbrances are not the responsibility of the surveyor.

Known all men by these presents:
That I, Cyril N. Turner, do hereby certify that I prepared this plat from and actual and accurate survey of the land and that the corner monuments indicated thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

Registered Professional
Land Surveyor No. 6480
State of Texas
July 07, 2014

LEGEND

P.O.B. = POINT OF BEGINNING.
⊙ = "X" cut in concrete.
● = found 1/2" iron rod w/ yellow cap inscribed "HH & ASSOC" unless noted otherwise.
X = found "X" in concrete.
⊕ = 4' X 6' T.P.E. (Transformer Pad Easement)
U.U.E. = Underground Utility Easement.
W.L.E. = Water Line Easement.
R.O.W. = Right-of-Way
O.P.R.L.C. = Official Property Records of Lubbock County, Texas.
CCF = County Clerk's File

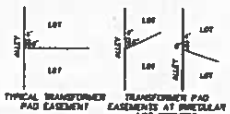
Line Table

#	BEARING	DISTANCE
L1	S. 43° 34' 16" E.	14.15'
L2	N. 41° 15' 38" E.	32.00'
L3	N. 48° 44' 47" E.	21.21'
L4	N. 41° 15' 08" E.	32.00'
L5	N. 41° 15' 08" E.	32.00'
L6	N. 13° 30' 27" E.	33.16'
L7	N. 48° 29' 48" E.	21.34'
L8	N. 37° 36' 13" W.	13.04'
L9	S. 43° 13' 13" E.	21.21'
L10	N. 46° 46' 47" E.	14.14'
L11	S. 88° 13' 13" E.	29.04'
L12	S. 88° 13' 13" E.	14.82'
L13	S. 44° 12' 33" E.	6.37'
L14	S. 01° 46' 41" W.	30.54'
L15	S. 01° 46' 41" W.	40.88'
L16	N. 46° 34' 13" E.	21.19'
L17	S. 43° 13' 13" E.	14.14'
L18	N. 41° 15' 08" E.	6.30'
L19	N. 13° 30' 27" E.	32.08'

Curve Table

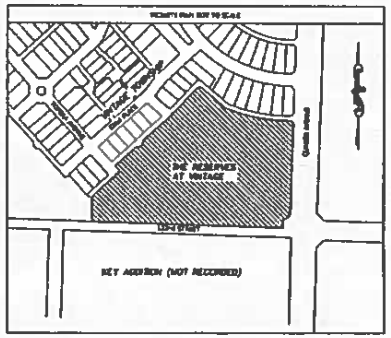
#	CHORD BEARING	CH. LENGTH	RADIUS	ARC LENGTH
C1	N. 24° 57' 28" E.	180.79'	254.00'	184.74'
C2	N. 73° 55' 17" E.	193.35'	204.00'	200.29'
C3	S. 82° 58' 08" E.	6.15'	30.00'	6.15'
C4	N. 82° 29' 08" W.	17.22'	84.00'	17.25'
C5	N. 73° 35' 17" E.	141.43'	150.00'	147.28'
C6	N. 25° 08' 22" E.	141.31'	200.00'	194.43'
C7	N. 46° 54' 31" E.	65.16'	46.00'	72.38'
C8	N. 46° 30' 33" E.	36.81'	25.00'	46.80'

DETAILS, NOT TO SCALE



TYPICAL TRANSFORMER PAD EASEMENT

TRANSFORMER PAD EASEMENTS AT IRREGULAR LOT CORNERS



APPROVED this _____ Day of _____, 2014,
by the CITY PLANNING COMMISSION of the CITY OF LUBBOCK, TEXAS

APPROVED _____ CHAIRMAN

ATTEST _____ SECRETARY

FINAL PLAT

SCALE: 1" = 60'
DATE: July 07, 2014

O.D Engineering, L.P.
Consulting Engineers & Surveyors

SHEET 2 OF 7

RASMUSSEN
DEVELOPMENT

February 04, 2016

City of Lubbock
Planning Department
1625 13th Street
Lubbock, Texas 79401

Attn: Drew Paxton

RE: The Reserves at Vintage

Dear Drew

We would like to change the zoning on our commercial site on the corner of 122nd and Quaker. We see a need in the area for a small boutique center (1000 sf units for a small nail salon, coffee house, real estate office / lawyer or sandwich shop) similar to what Vintage Township has. We currently have GO zone garden offices on the site.

Enclosed is a map and pictures of what we are proposing for the area as well as the application and required fee for the zone change. If you have any questions please feel free to call me on my cell
818-419-1655.

000940
FEB 05 2016

Sincerely

James S Rasmussen

7021 Kewanee, Suite 5-103, Lubbock, TX 79424 P: 805-407-6112 F: 806-370-0075 james@rasmussendevelpoment.com

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) JAMES RASMUSSEN
7021 KEWANEE AVE #5-103
Street/Post Office Box
Lubbock Tx. 79424
City State Zip
(818 419-1655
Telephone

For N.S.H.E TX. VERNON, LLC
7021 KEWANEE AVE #5-103
Street/Post Office Box
Lubbock Tx 79424
City State Zip
(818 419-1655
Telephone

Location or Address: QUAKER AVE BETWEEN 121ST LANE AND 122ND ST.

Legal Description:* LOT "E" of THE RESERVES AT VINTAGE

Existing Land Use: VACANT **Existing Zoning:** G.O.

Acreage or Square Footage of Property: 41,405 S.F

Zoning Requested: COMMERICAL . C-2A

Proposed Development: 10,000 SF. STRIP CENTER WITH PARKING LOT.

If property is not subdivided, will preliminary plat be submitted? Yes _____ No *

James S Rasmussen
Applicant's Signature

FEB. 3RD, 2016
Date

Filing Fee: $475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

PIN: 96669 MAP 41

Zone Case No.: 3047-P **Agenda No.:** _____

Request for zoning change from: GO **To:** C-2A

on Lot(s): East E **Block(s):** _____

Subdivision: The Reserves at Vintage **Address:** 12130 Quaker Ave

VSM.

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.:** ***3047-P***

In Favor of XX

Opposed ____

Reasons and/or Comments:

I THINK THE ARCHITECTURE OF THE BUILDING REALLY FITS IN TO THE WHOLE AREA. IT SEEMS THAT THIS WOULD BE THE FINAL PIECE TO THE PUZZLE. I THINK IT IS WHAT THE AREA NEEDS. PLEASE APPROVE THE ZONE CHANGE.

Print Name JAMES RASMUSSEN

Signature: James S Rasmussen

Address: 7021 KEWANEE AVE #5-103 Lubbock, TX

Address of Property Owned: 4402 121ST LANE Lubbock, TX

---

7 of 7

Zone Case Number: **3047-P** 96660
NSHE TX VERNON LLC
26500 W AGOURA RD 652

CALABASAS CA 91302

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

Meeting Date: 04/28/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3116-I, a request of Cox/Dirks Architects, P.C., for Tommy Potts, to amend the conditions of Ordinance 2009-00038 for a shared driveway on Tract K, Kelsey Park Addition, 13041 Quaker Avenue, and consider an ordinance.

Item Summary

General Comments:
The request is to amend the conditions of Ordinance 2009-O0038, to allow this property to have a curb cut off Quaker Avenue. This Ordinance was approved in May,2009, as part of a zone change to garden office for a few parcels along Quaker Avenue, north of 134th Street. The condition in question states, "That no curb cuts shall be allowed to each of the block Garden Office (GO) block ends adjacent to Quaker Avenue."

Adjacent Land Uses:
North: GO (garden office under development)
Sough: GO (vacant)
East: R-1 Specific Use (single family homes and Lubbock Cooper Central Elementary)
West: Outside of city limits.

Comprehensive Land Use Plan (CLUP):
The current GO zoning is consistent with the CLUP, and the request to amend the ordinance condition does not have any effect on this.

Zoning Policy:
The request is consistent with zoning policies as each lot would normally be allowed a curb cut onto Quaker Avenue. However, when the Ordinance was originally proposed, staff had expressed concern regarding the number of curb cuts onto Quaker, a major thoroughfare, and proposed another condition on the Ordinance which limits the number of curb cuts for the GO zoning north of 134th Street to a total of 2 curb cuts to be shared amongst the parcels and required a cross access easement to be filed for all of the parcels.

Effect on the adjacent street and thoroughfare system:
Proposing a curb cut onto Quaker Avenue, from the corner parcel, brings up concerns in regards to how close the curb cut would be located to the intersecting street, 134th Street. However, since the curb cut is proposed to be shared between the corner parcel and the parcel to the north, there should not be a significant impact on traffic in the area.

Recommendations:
On April 7, 2016, 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 - Zone Case 3116-I
Map - Zone Case 3116-I

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3116-I; AMENDING THE CONDITIONS SET FORTH IN ORDINANCE NO. 2009-O0038 BY ADDING A NEW CONDITION TO ALLOW FOR A SHARED DRIVEWAY ON TRACT K, KELSEY PARK ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3116-I

SECTION 1. THAT Section 1 of Zone Case No. 3116, as passed by the City Council through Resolution No. 2009-O0038, shall be amended to include an additional condition to the enumerated list of conditions of said Zone Case, with such additional condition to read as follows:

11. THAT a shared driveway shall be allowed on Tract K, Kelsey Park Addition, Lubbock, Texas.

SECTION 2. THAT this amendment shall permit the requestor to **allow for a shared driveway on Tract K, Kelsey Park Addition**, City of Lubbock, Lubbock County, Texas, located at 13041 Quaker Avenue.

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 by Section 40.01.006 of the Zoning Ordinance of the City of Lubbock, Texas.

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 the 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

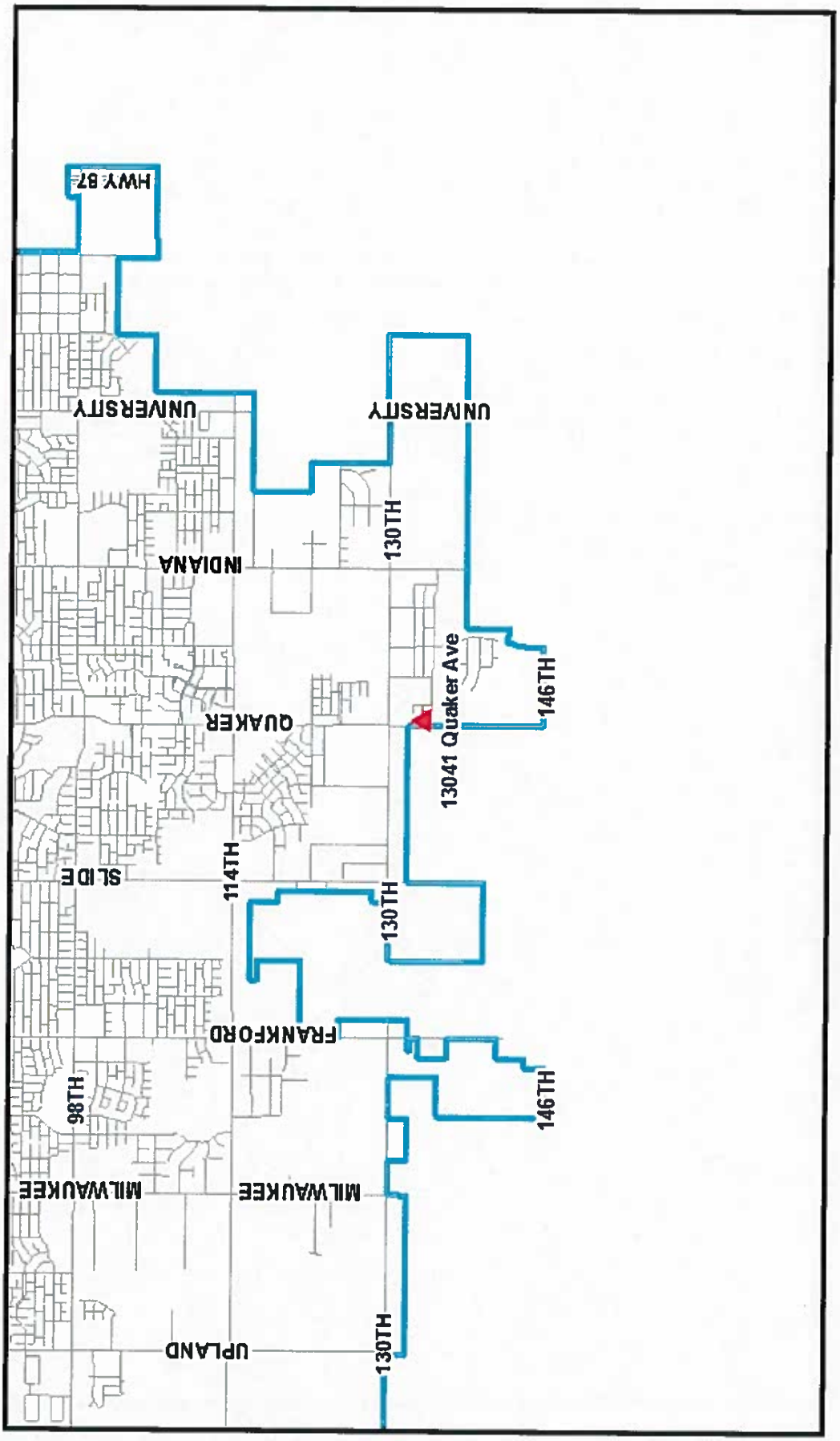
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

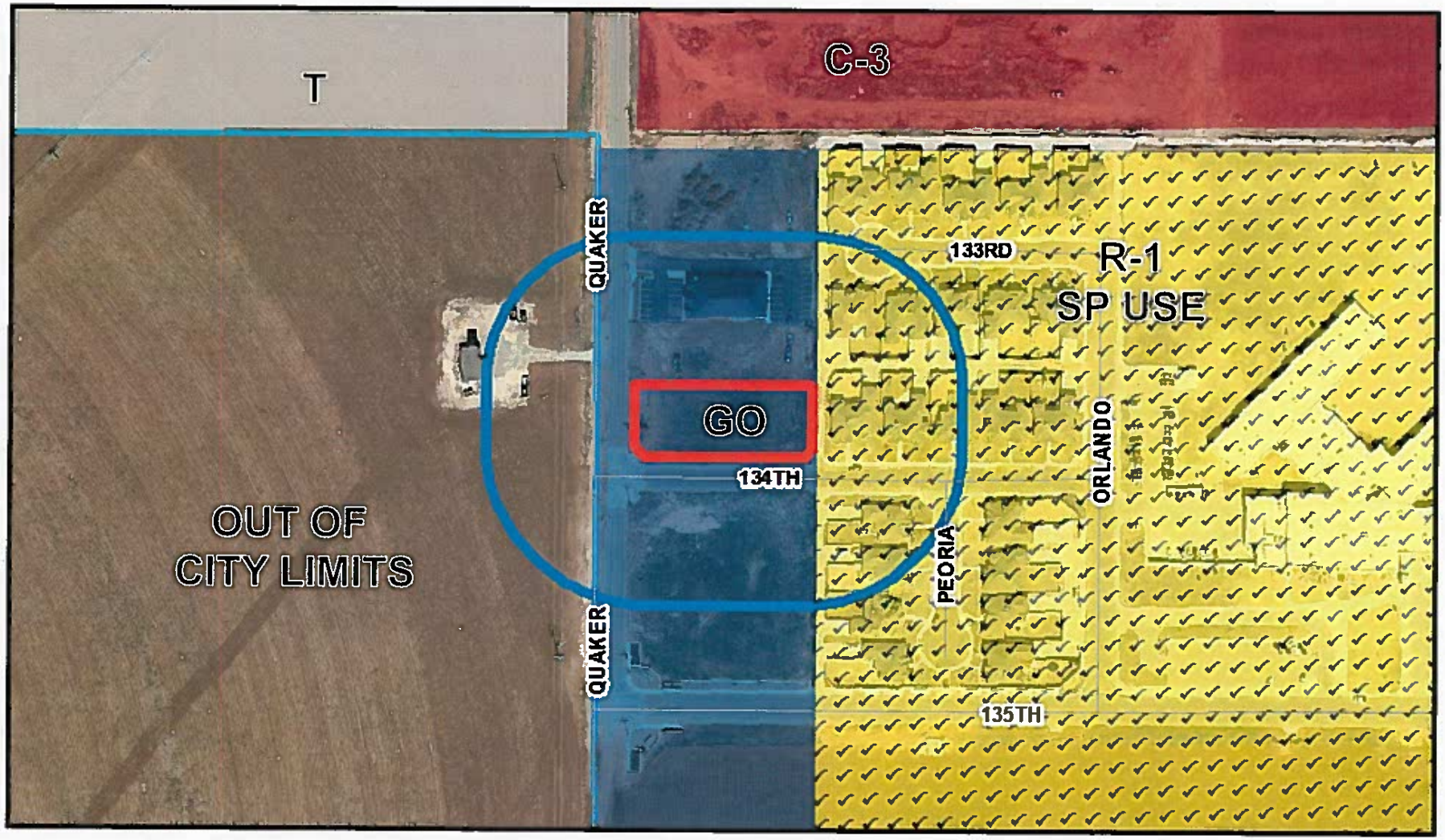
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

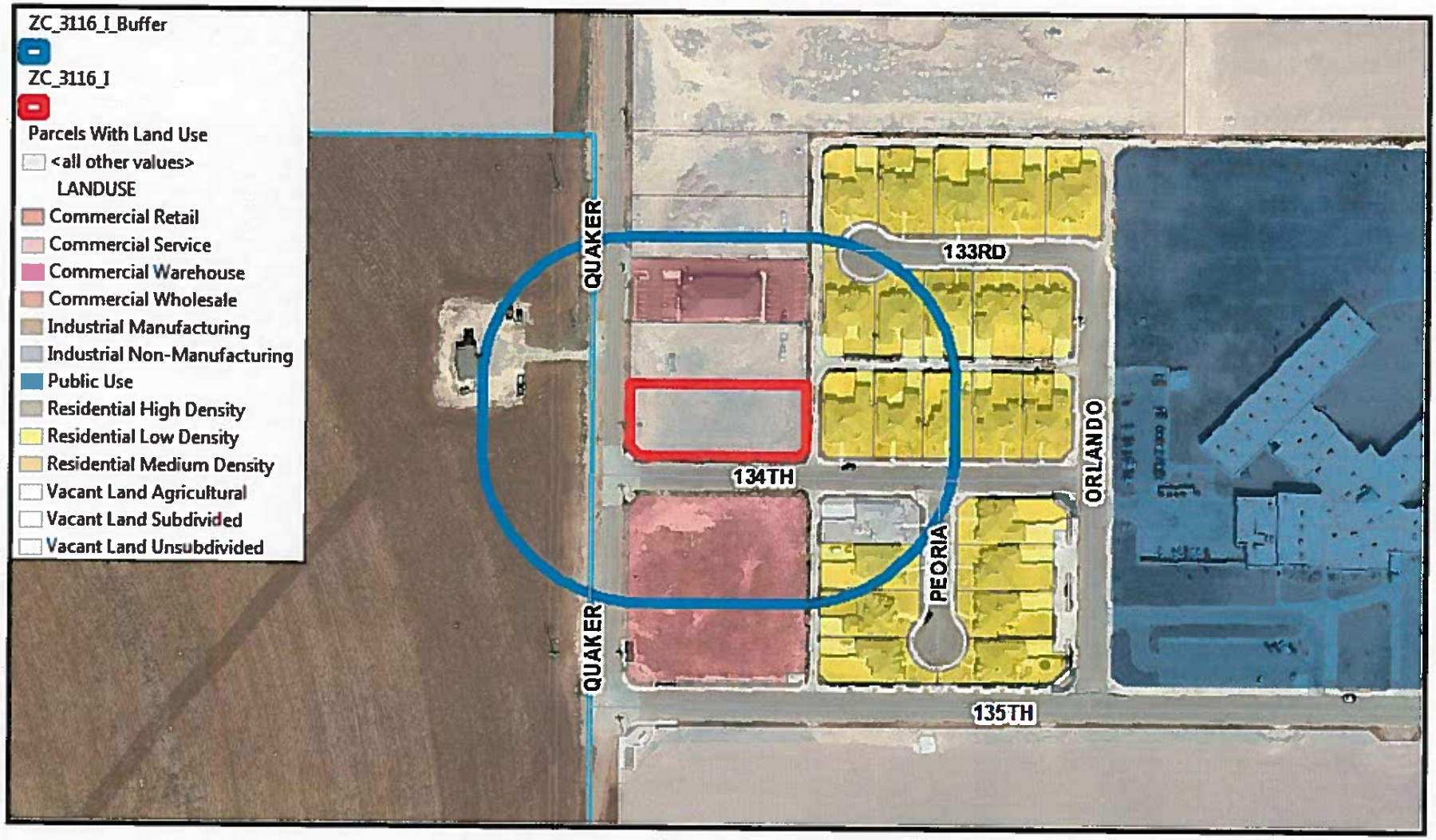
vw ccdocs/ZC3116-I (Amend)
April 7, 2016



P.Z.C. Case 3116-I

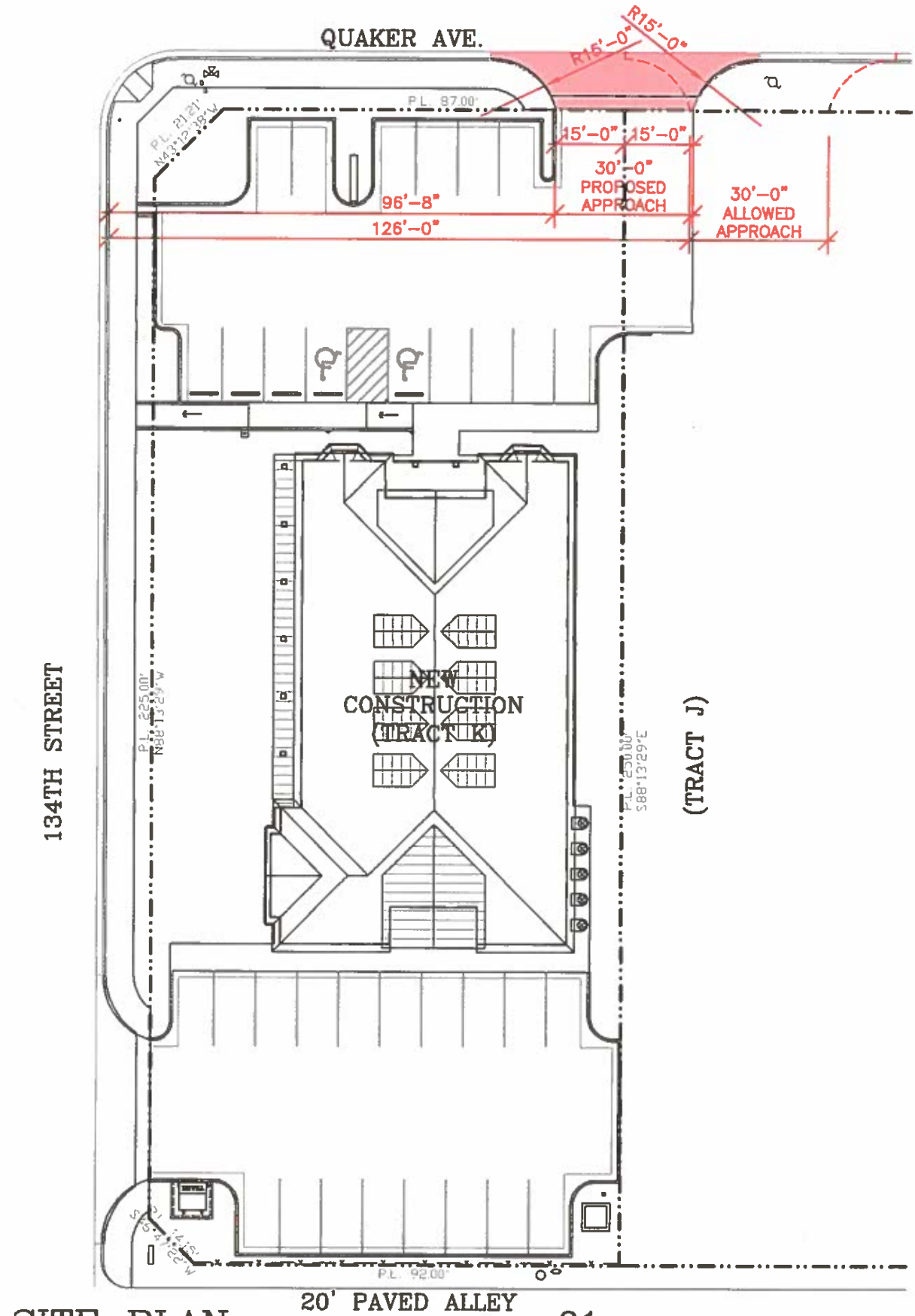


P.Z.C. Case 3116-I Zoning



P.Z.C. Case 3116-I

Request of Cox/Dirks Architects, P.C. (for Tommy Potts) to amend the conditions of ordinance No. 2009-00038 for a shared driveway, 13041 Quaker Avenue



SITE PLAN 01

SCALE 1"=30'-0"

COX DIRKS
ARCHITECTS PC
AMERICAN INSTITUTE OF ARCHITECTS
1710 15TH STREET
LUBBOCK, TEXAS 79401
TEL 806/763-1236 FAX 806/763-1257
WWW.COXDIRKSARCHITECTS.COM

02/04/16

W
S
N
E

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Michael Zimmerman - Cox/Dirks Architects, P.C.

1710 15th Street
Street/Post Office Box

Lubbock TX 79401
City State Zip

(806) 762-1226
Telephone

For Tommy Potts

7402 University Avenue
Street/Post Office Box

Lubbock TX 79423
City State Zip

(806) 794-8830
Telephone

Location or Address: 13041 Quaker Avenue

Legal Description:* Tract K, Section 4, Block AK, Kelsey Park Addition

Existing Land Use: V-S **Existing Zoning:** GO (Garden Office)

Acreage or Square Footage of Property: 25,339 S.F.

Zoning Requested: Amendment to Zone Case No. 3116 to allow a shared approach off of Quaker Avenue between Tracts K & J (reference attachment).

Proposed Development: Existing Garden Offices.

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

Michael Zimmerman
Applicant's Signature

2/29/16
Date

Filing Fee: $475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

PIN: 94742 map 70

Zone Case No.: 3116-I **Agenda No.:** _____

Request for zoning change from: _____ **To:** Amend the conditions

to allow a shared curb cut off of Quaker Ave

of Ordinance No. 2009-00038

on Lot(s): Tract K **Block(s):** _____

Subdivision: Kelsey Park **Address:** 13041 Quaker Ave

KS RC

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

Meeting Date: 04/28/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3283, a request of Craft Development Corporation for a zoning change from R-1 to R-1 Specific Use for Garden Homes on 8.26 acres of unplatted land out of Block E-2, Section 8, 3802 60th Street, and consider an ordinance.

Item Summary

General comments:
The request is for a zone change from R-1 to R-1 Specific Use for Garden Homes on 8.26 acres of unplatted land. Also, the applicant is requesting to have fireplaces and bay windows extending three feet into the side yard of the homes. This is an infill project on the previous site of Haynes Elementary School. Lubbock ISD combined Haynes Elementary with Murphy Elementary leaving this property vacant.

Adjacent land uses:
North: R-2 (Two-Family District) for duplexes.
South: R-1 (Single-Family District) for single family homes.
East: R-1 (Single-Family District) for single family homes.
West: R-1 (Single-Family District) for Evans Junior High School.

Comprehensive Land Use Plan (CLUP):
The request is for Garden Homes which are single family homes with reduced setbacks. The request is consistent with the CLUP.

Zoning Policy:
The request is consistent with zoning policies. Single family homes are typically located inside major thoroughfares. The proposed property fronts 58th Street to the north and Memphis Avenue to the east. Memphis Avenue and 58th Street are both collector streets. A collector street is a low-to-moderate capacity road which serves to move residential traffic from local streets to a thoroughfare. There will be no access to residential properties from Memphis Avenue.

In The City of Lubbock's Zoning Code R-1 (single family district) states, "Cornices, eaves, sills, canopies and chimneys may extend two feet into any required yard. Bay windows are not permitted under this section." The applicant is requesting a three foot extension into the side yard for bay windows and fireplaces. This request may have additional requirements under the building code that is strongly enforced by the Building Inspection Department.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system due to the fact that the proposed area is six blocks or more from the nearest thoroughfare.

Recommendations:
1. That a five-foot front setback be allowed for cul-de-sac lots.

2. That a five-foot side setback be allowed on corner lots.
3. That a three-foot extension into the side yard for bay windows and fire places shall be allowed.

On April 7, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That a five-foot front setback be allowed for cul-de-sac lots.
2. That a five-foot side setback be allowed on corner lots.
3. That a three-foot extension into the side yard for bay windows and fire places shall be allowed.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 3282

Map - Zone Case 3282

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. 3282;** A ZONING CHANGE FROM **R-1** TO **C-4** ZONING DISTRICT ON **1.13 ACRES OF UNPLATTED LAND OUT OF BLOCK D6, 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. 3282

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-4** zoning district on **1.13 acres of unplatted land out of Block D6, Section 3**, City of Lubbock, Lubbock County, Texas, located at **9420 19th Street**, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
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/ZoneCase/ZC3282
April 7, 2016

TR B
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139.2'
66.08'
119.94'
95'
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55'
WESTGATE MANUFACTUR
11

Christopher M. Miller, ATTY.
1655 S Enterprise A-1
Springfield MO 65804-1804

DEED 2015006231
2 PGS

GENERAL WARRANTY DEED

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from this instrument before it is filed for record in the public records. your Social Security Number or driver's license number.

Date: April 10, 2014

Grantor: MARY DEAN BLOOMER, a single person
(Surviving spouse of FRANCIS E. BLOOMER, aka F.E. Bloomer, aka Frank Bloomer)

Grantor's Mailing Address: 4555 S. McCullough, Springfield, Greene County, Missouri

Grantee: MARY DEAN BLOOMER TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF MARY DEAN BLOOMER, DATED FEBRUARY 28, 2001

Grantee's Mailing Address: 4555 S. McCullough, Springfield Greene County, Missouri

Mail to: Christopher M. Miller, Attorney 1655 S. Enterprise, A1, Springfield, MO 65804

Consideration: The sum of Ten Dollars and Other Good and Valuable Considerations

Property:

A tract of land out of Section 3, Block D-6, in Lubbock County, Texas, and being herein more particularly described as follows: BEGINNING at an iron pipe found for the Southeast corner of this tract from whence the Southwest corner of Section 3, Block D-6, Lubbock County, Texas, bears South 65 feet and west 200 feet; THENCE North 360 feet; THENCE West 150 feet; THENCE S 0° 02' E. 275 feet; THENCE S. 45° 02' E. 120.19 feet; THENCE East 65 feet to the PLACE OF BEGINNING, together with all improvements located thereon.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Grantor warrants that she is the surviving spouse of Francis E. Bloomer, aka F.E. Bloomer, aka Frank Bloomer, who died August 15, 2000, and that they were never divorced.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal, this the day and year first above written.

MaryDean Bloomer
MARY DEAN BLOOMER

Witness:
Theresa V. Hoaglin
Thersa V. Hoaglin

STATE OF MISSOURI)
)ss
COUNTY OF GREENE)

On this 10 day of April, A.D 2014, before me personally appeared MARY DEAN BLOOMER, to me known to be the person described in and who executed the foregoing General Warranty Deed and acknowledged that she executed the same as her free act and deed. And the said MARY DEAN BLOOMER further declared herself to be single and unmarried, and the surviving spouse of FRANCIS E. BLOOMER, aka F E. Bloomer, aka Frank Bloomer who died on August 15, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri the day and year last above written.

Chris Miller
Notary Public

My Commission Expires: 8/24/16

CHRIS MILLER
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: August 24, 2016
Commission Number: 12624628

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion

Kelly Pinion, County Clerk
Lubbock County TEXAS

March 02, 2015 01 15 38 PM 2015006231
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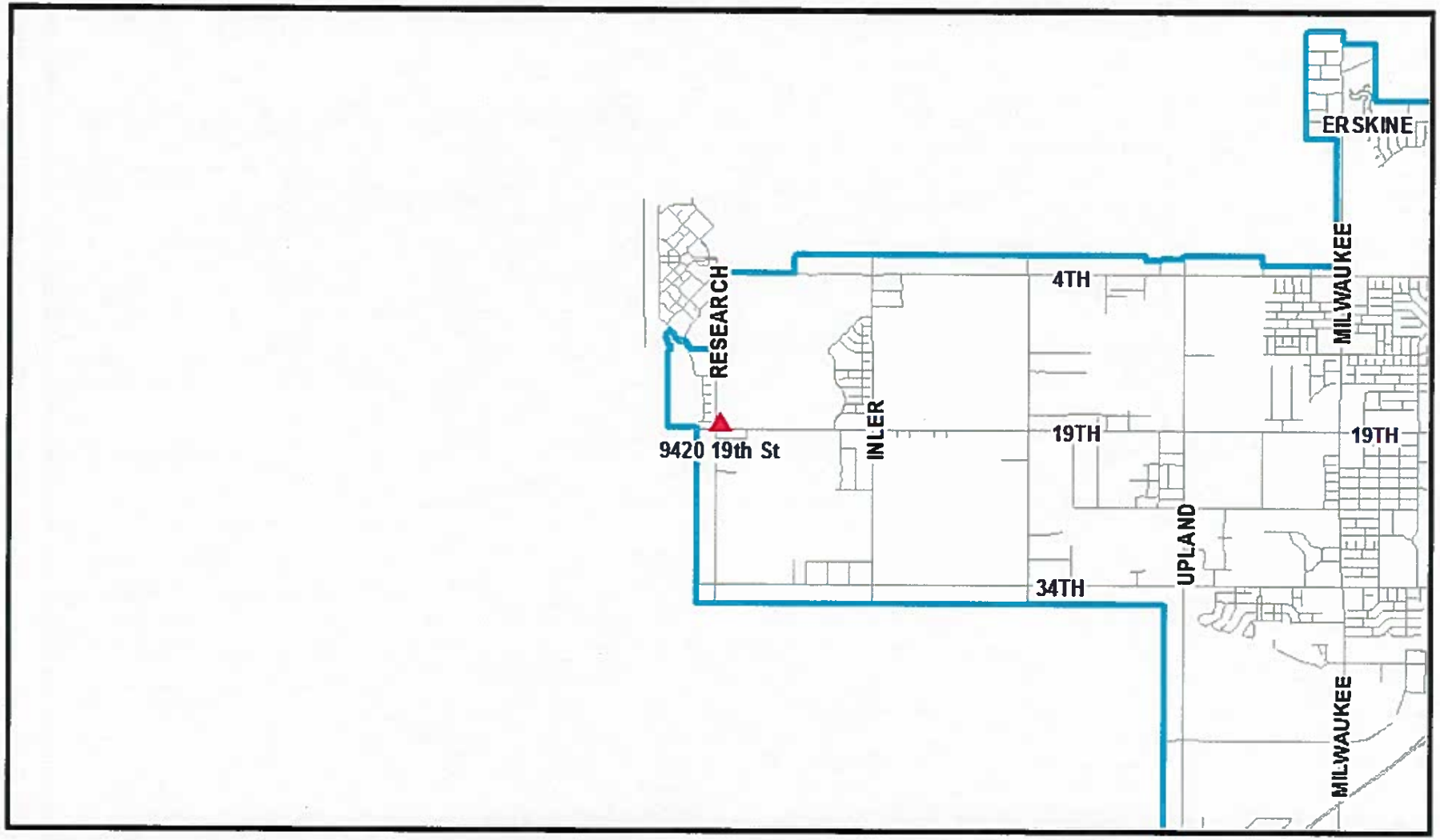
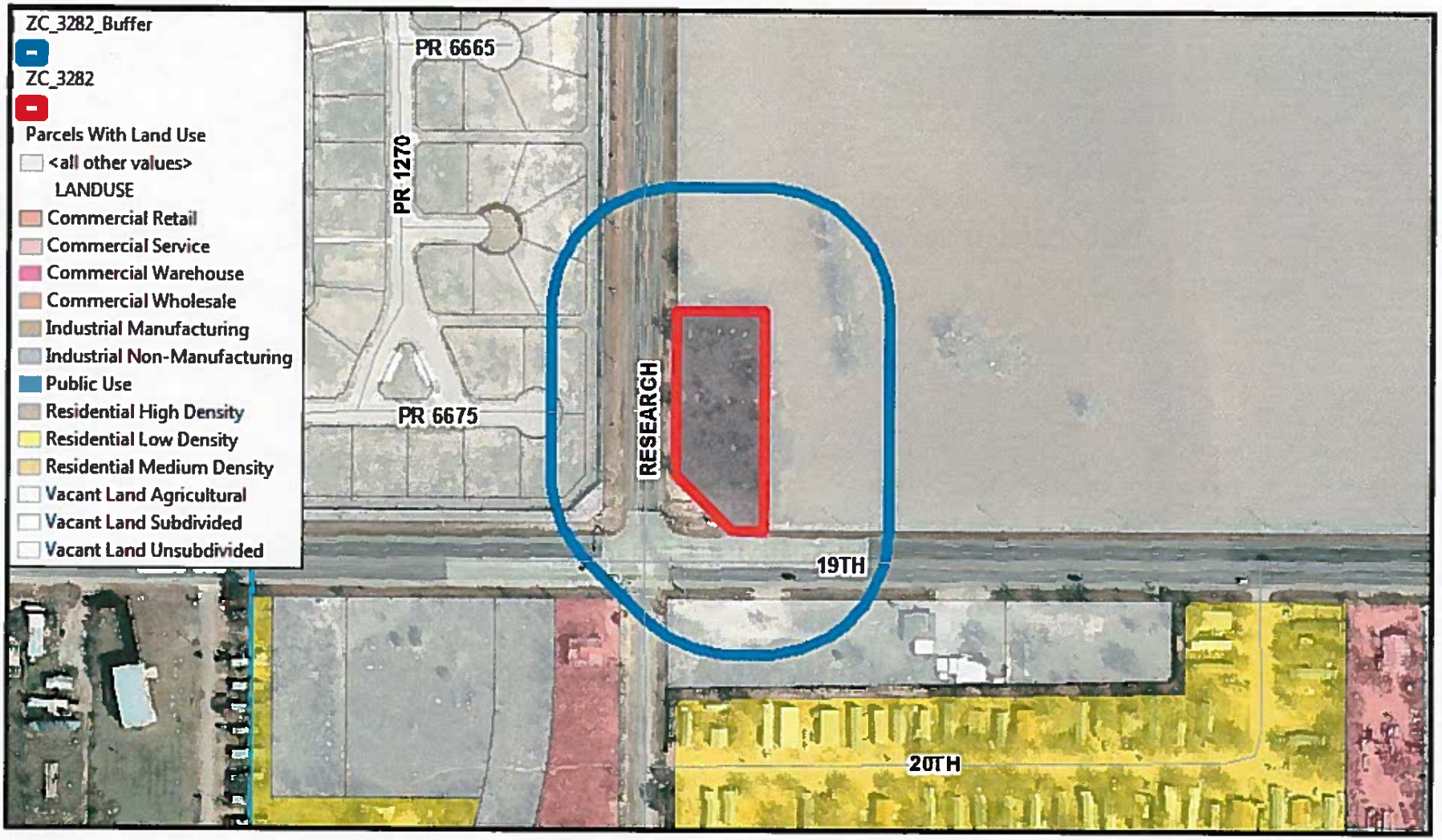
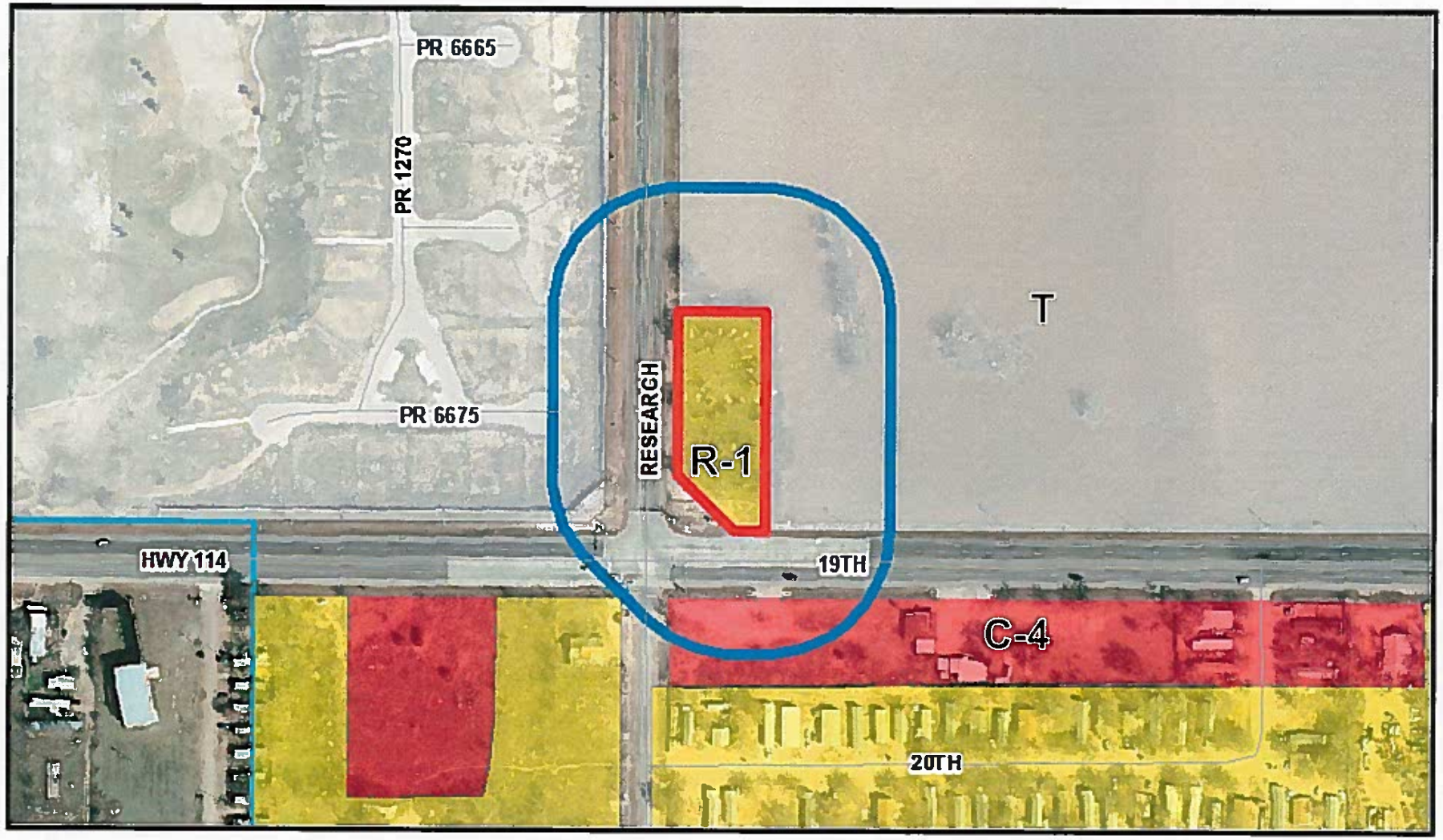


P.Z.C. Case 3282

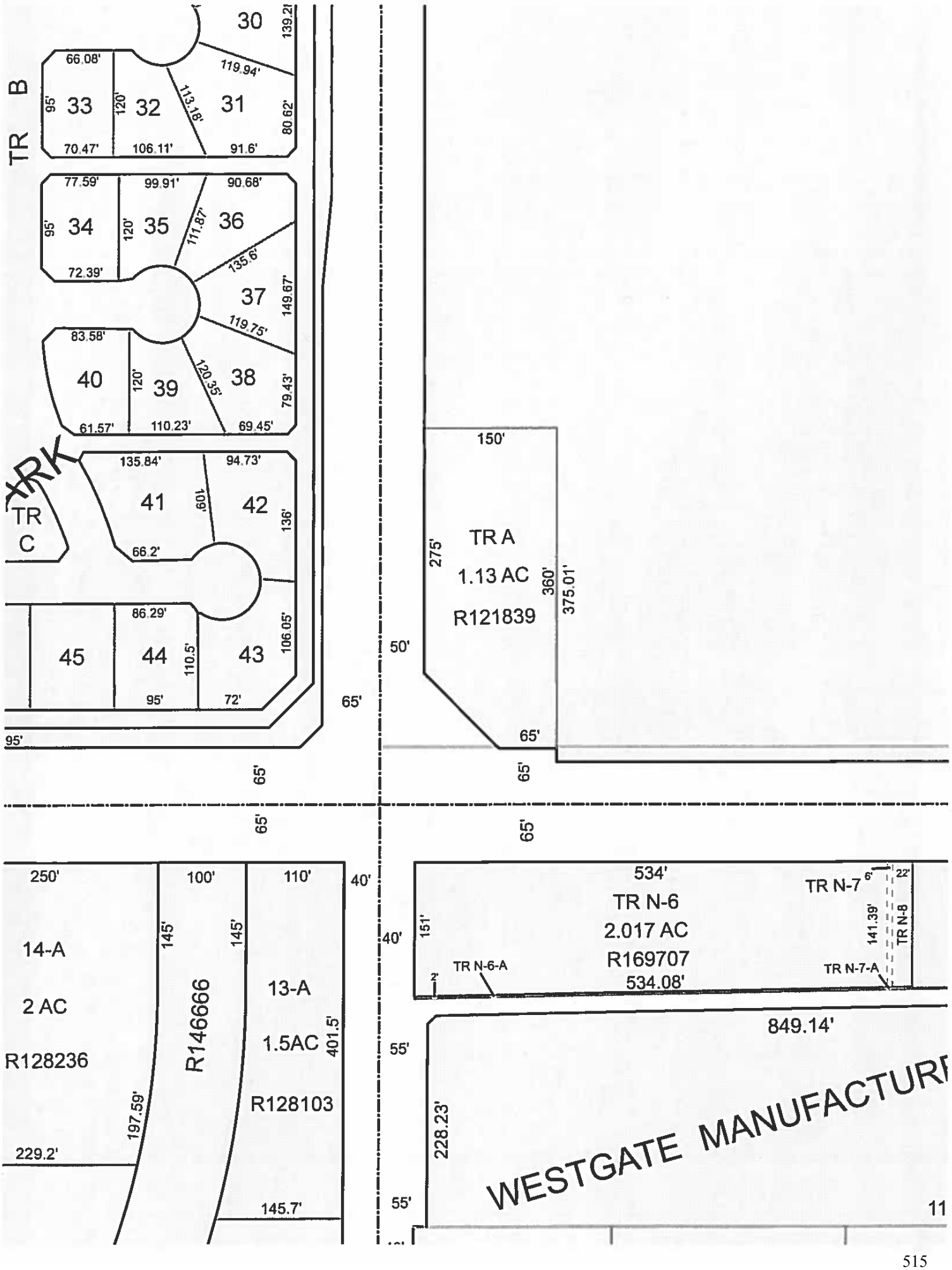


P.Z.C. Case 3282

Request of Kirk Schneider (for Mary Dean Bloomer) for a zoning change from R-1 to C-4, 9420 19th Street



P.Z.C. Case 3282 Zoning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TR N-7-A
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228.23'
55'
WESTGATE MANUFACTUR

Lubbock Central Appraisal District

2015 Certified Values

Property Detail Sheet (R121839)

Home
General Information
News
FAQ
Forms
Searches
- QuickRef ID Search
- Owner Search
- Address Search
- Advanced Search
- Neighborhood Search

Property Data
- Detail Sheet
- Datasheet
- Bills

Other
- Payment Information
- 2015 Tax Rates
- Property Tax Basics
- Property Taxpayer Remedies
- Property Tax Assistance
- Installment Payments
- Appraisal Notice Information
- Public Information Request
- Online Protest Instructions
- Property Tax Calendar
- Appraisal Protests and Appeals
- Employment
- GIS Maps
- Data Downloads
- Esp. Property Taxpayer
- Esp. Appraisal Protest and Appeal
- Esp. Property Tax Basics
- Freeport Worksheet
- Property Tax Binding Arbitration

History | Plat Map | GIS Map | Datasheet
Bills | Pay Taxes | Protest

Owner Information

Owner ID:	O0231020
Owner Name:	BLOOMER MARY DEAN REVOCABLE TRUST
Owner Address:	% CHRISTOPHER MILLER ATTY 1655 S ENTERPRISE A1 SPRINGFIELD,MO 65804
Property Address:	LUBBOCK 79416 9420 19TH ST

Parcel Information

Legal Description:	BLK D6 SEC 3 AB 254 TR A ACS: 1.13
Neighborhood:	0806(0806 - City Of Lubbock)
Acreage:	1.13
Cross Reference:	AC38003-90254-00010-000
Undivided Interest:	
Exemption Codes:	
Entity Codes:	CLB (City Of Lubbock) GLB (Lubbock County) HSP (Lubb Cnty Hospital) SFR (Frenship ISD) WHP (Hi Plains Water)
Deed Type:	Warranty Deed
Deed Book:	
Deed Page:	2015-6231
Map Page:	385
Links:	

Value Breakdown	2015 Value
Land HS:	$0.0 +
Land NHS:	$9,845 +
Improvement HS:	$0.0 +
Improvement NHS:	$0.0 +
Ag Market:	$0.0
Ag Use:	$0.0 +
Timber Market:	$0
Timber Use:	$0 +
Assessed:	$9,845 =

Land

ID	Type	SPTB	Acres	Market
Land1	C (Commercial)	C1 (C1 - Real Property: Vacant Lots and Tracts)	1.13000	$ 9,845

Get Adobe Reader
A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available here.

Christopher M. Miller, ATTY.
1655 S Enterprise A-1
Springfield MO 65804-1864

DEED 2015006231
2 PGS

GENERAL WARRANTY DEED

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Date: April 10, 2014

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(Surviving spouse of FRANCIS E. BLOOMER, aka F.E. Bloomer, aka Frank Bloomer)

Grantor's Mailing Address: 4555 S. McCullough, Springfield, Greene County, Missouri

Grantee: MARY DEAN BLOOMER TRUSTEE UNDER REVOCABLE TRUST AGREEMENT OF MARY DEAN BLOOMER, DATED FEBRUARY 28, 2001

Grantee's Mailing Address: 4555 S. McCullough, Springfield Greene County, Missouri

Mail to: Christopher M. Miller, Attorney 1655 S. Enterprise, A1, Springfield, MO 65804

Consideration: The sum of Ten Dollars and Other Good and Valuable Considerations

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Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any way belonging to have and to hold it to Grantee and Grantee's heirs, successors and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal, this the day and year first above written.

MARY DEAN BLOOMER

Witness:
Theresa V. Hoaglin
Thersa V. Hoaglin

STATE OF MISSOURI)
)ss
COUNTY OF GREENE)

On this 10 day of April, A.D 2014, before me personally appeared MARY DEAN BLOOMER, to me known to be the person described in and who executed the foregoing General Warranty Deed and acknowledged that she executed the same as her free act and deed. And the said MARY DEAN BLOOMER further declared herself to be single and unmarried, and the surviving spouse of FRANCIS E. BLOOMER, aka F E. Bloomer, aka Frank Bloomer who died on August 15, 2000.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missoun the day and year last above written.

Notary Public

My Commission Expires: 8/24/16

CHRIS MILLER
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: August 24, 2016
Commission Number: 12524628

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County TEXAS
March 02, 2015 01 15 38 PM 2015006231
FEE $30 00

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) KIRK SCHNEIDER

4105 84TH ST.
Street/Post Office Box

LUBBOCK TX 79423
City State Zip

(806) 776-2815
Telephone

For MARY DEAN BLOOMER

4555 S MCCULLOUGH AVE
Street/Post Office Box

SPRINGFIELD MO 65804
City State Zip

(417) 883-6113
Telephone

Location or Address: 9420 19TH ST.

Legal Description:*

Existing Land Use: R-1 VACANT **Existing Zoning:** R-1

Acreage or Square Footage of Property: 1.13 ACRES

Zoning Requested: C-4

Proposed Development: NONE AT THIS TIME BUT WOULD BE GOOD LOCATION FOR CONVENIENCE STORE WITH GAS PUMPS

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

Mary Dean Bloomer
Applicant's Signature

Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: Check # 475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

NTS MOD 77

Zone Case No.: 3292 **Agenda No.:** _____

Request for zoning change from: R-1 **To:** C-4

1.13 acres of unplatted land out of block D-6 section 3

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 9420 19th St

KS KC

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.: 3282**

In Favor of ✓

Opposed ___

Reasons and/or Comments:

RECEIVED
APR – 5 REC'D
PLANNING DEPARTMENT

Print Name MARY DEAN Bloomer

Signature: Mary Dean Bloomer

Address: 4555 S. McCullough, Springfield Mo 65804

Address of Property Owned: 9420 19th St Lubbock Tx

Zone Case Number: 3282 1418

BLOOMER MARY DEAN REVOCABLE TRUST
% CHRISTOPHER MILLER ATTY
1655 S ENTERPRISE A1
SPRINGFIELD MO 65804

M. D. Bloomer
4555 S McCullough Ave
Springfield, MO 65804-7208

Please correct this address. Thank you mdb

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

Meeting Date: 04/28/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3285, a request of Hugo Reed and Associates, Inc. for Dell Cannon for a zoning change from R-1 to IHC on 5.242 acres of unplatted land out of Block E, Section 5, 7708 Interstate 27, and consider an ordinance.

Item Summary

General comments:
The request is to zone a property from R-1 to IHC for commercial development.

Adjacent land uses:
North: IHC – Mobile home park and commercial.
South: R-1 Residential.
East: I-27 Access Road.
West: R-1 Residential Construction.

Comprehensive Land Use Plan (CLUP):
The project is consistent with the CLUP.

Zoning Policy:
The IHC district created in the 1980s was used to protect Interstate 27. The CLUP policy area is about 2600 feet wide at most locations, creating quality commercial office, retail and wholesale uses which serve a City-wide or regional area. Such uses require consideration when adjacent to residential areas.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
Staff supports the request.

On April 7, 2016, 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 - Zone Case 3285
Map - Zone Case 3285

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. 3285;** A ZONING CHANGE FROM **R-1** TO **IHC** ZONING DISTRICT ON **5.3 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 5,** 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. 3285

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **IHC** zoning district on **5.3 acres of unplatted land out of Block E, Section 5**, City of Lubbock, Lubbock County, Texas, located at **7708 Interstate 27**, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
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/ZoneCase/ZC3285
April 7, 2016

LAND SURVEYORS
CIVIL ENGINEERS

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

METES AND BOUNDS DESCRIPTION of an approximate 5.3 acre tract of land located in Section 5, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the centerline of a 20 foot alley and the West right-of-way line of Interstate Highway No 27, for the Southeast corner of this tract which bears N. 00°02'11" W. an approximate distance of 1309.9 feet and N. 89°58'43" E. an approximate distance of 2588.3 feet from the Southwest corner of Section 5, Block E, Lubbock County, Texas;

THENCE S. 89°58'43" W., along the centerline of said 20 foot alley, an approximate distance of 362.0 feet to a point in the centerline of a 20 foot alley for the Southwest corner of this tract;

THENCE North, along the centerline of said 20 foot alley, an approximate distance of 653.4 feet to a point in the Southern boundary of Lot 1, Dee-Ville Addition, for the Northwest corner of this tract;

THENCE N. 89°58'40" E., along the Southern boundary of said Lot 1, an approximate distance of 345.8 feet to a point in the West right-of-way line of said Interstate Highway No 27, for the Southeast corner of said Lot 1 and the Northeast corner of this tract;

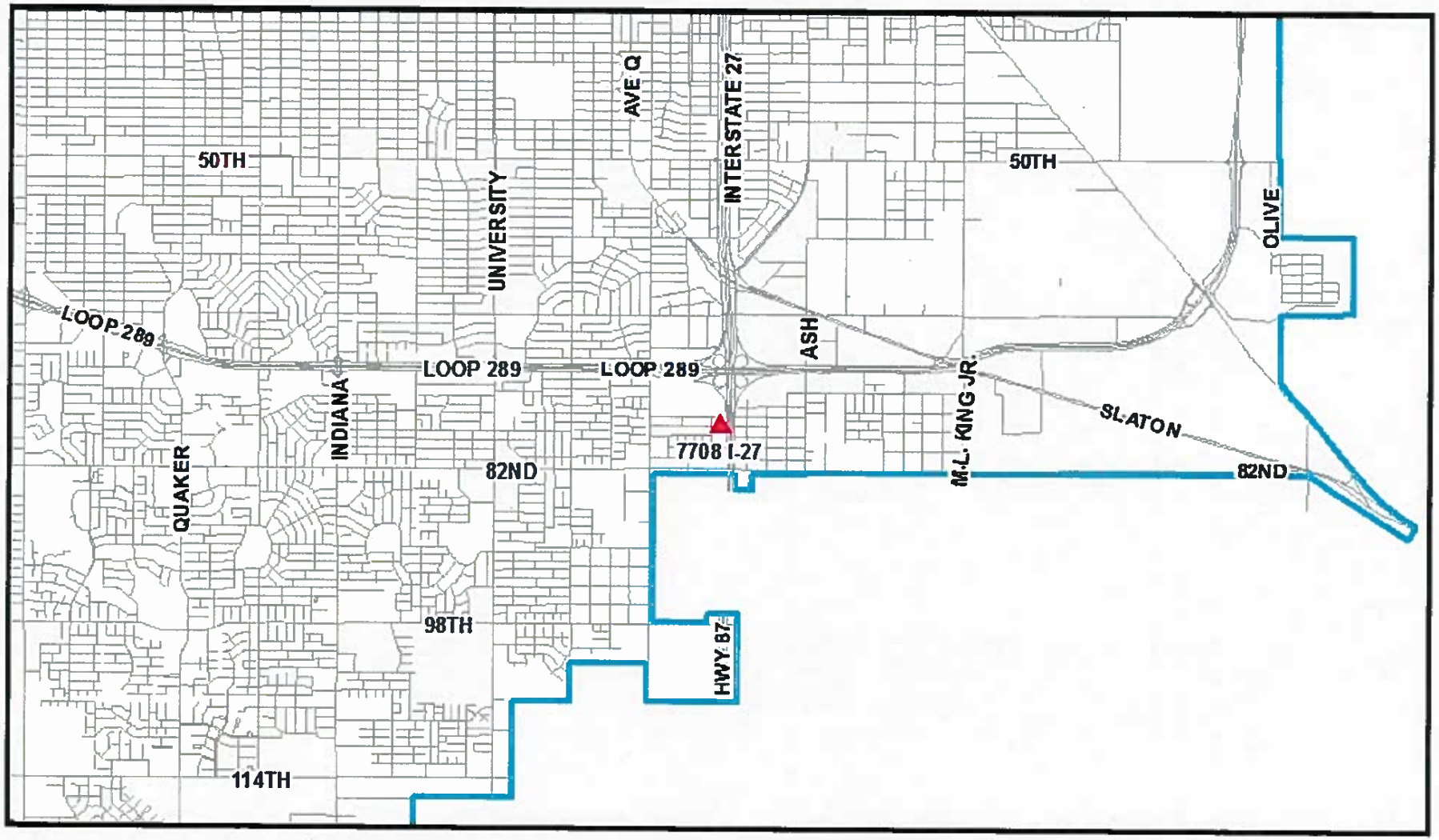
THENCE S. 00°39'37" E., along said West right-of-way line, an approximate distance of 197.7 feet to a point;

THENCE S. 02°57'04" E., continuing along said West right-of-way line, an approximate distance of 263.1 feet to a point;

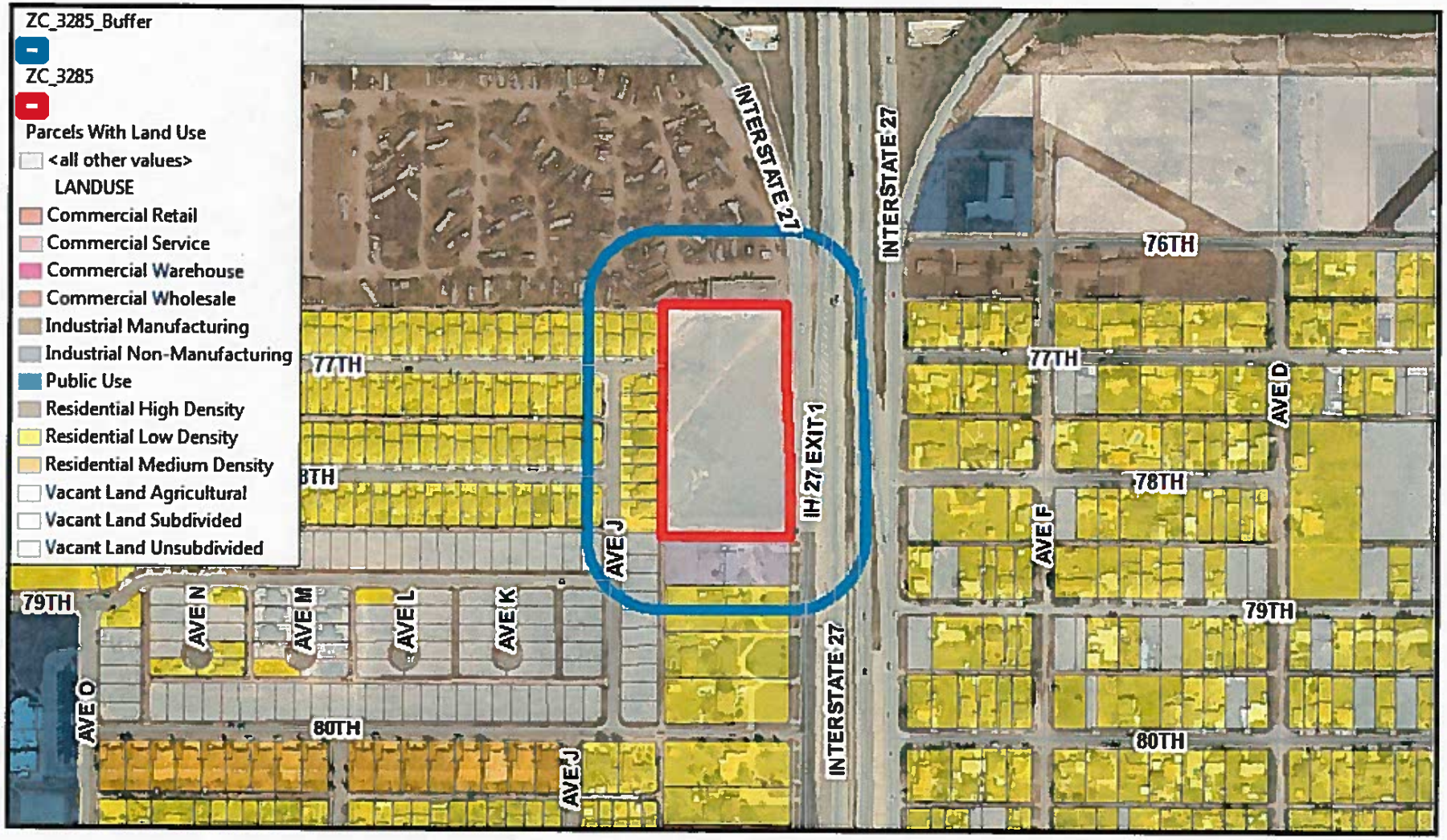
THENEC S. 00°07'11" E., continuing along said West right-of-way line, an approximate distance of 193.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES ONLY. DOES NOT REPRESENT A SURVEY.

NOT FOR RECORDING

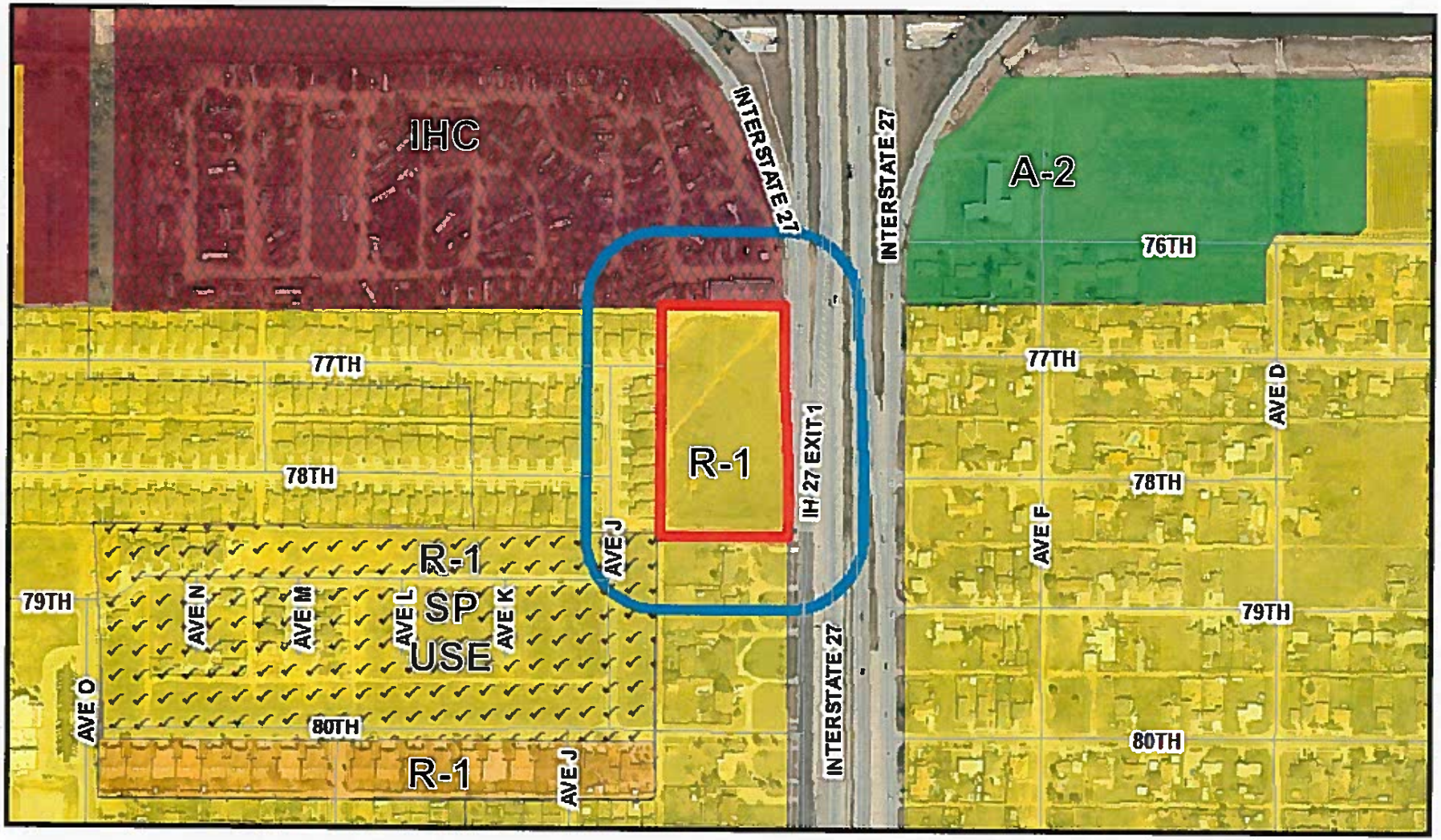


P.Z.C. Case 3285

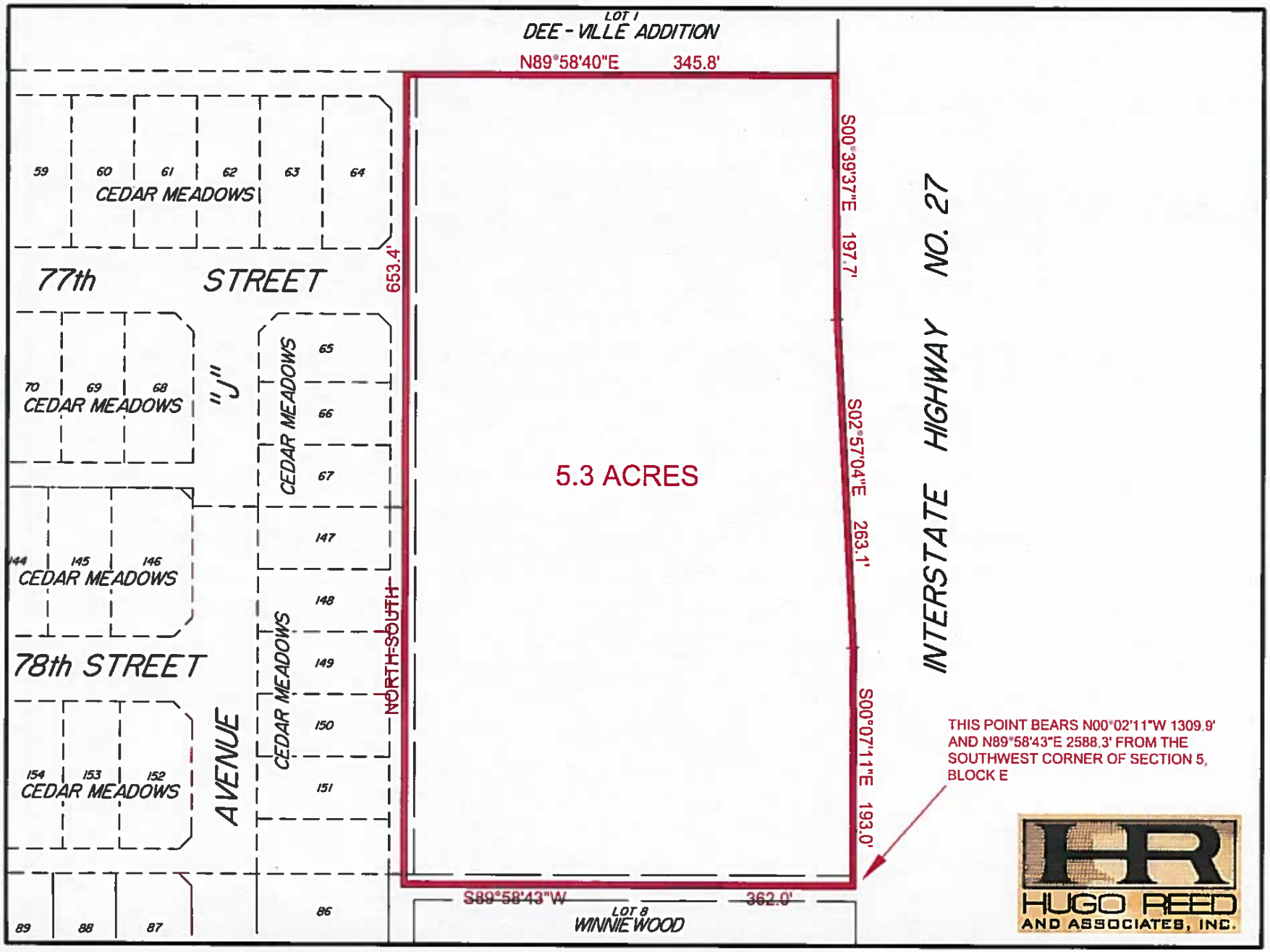


P.Z.C. Case 3285

Request of Hugo Reed and Associates, Inc. (for Dell Cannon) for a zoning change from R-1 to IHC, 7708 Interstate 27



P.Z.C. Case 3285 Zoning


LOT 1
DEE - VILLE ADDITION
N89°58'40"E 345.8'
S00°39'37"E 197.7'
S02°57'04"E 263.1'
S00°07'11"E 193.0'
S89°58'43"W 362.0'
653.4'
NORTH-SOUTH
5.3 ACRES
INTERSTATE HIGHWAY NO. 27
77th STREET
78th STREET
AVENUE "J"
CEDAR MEADOWS
59 60 61 62 63 64
70 69 68
65 66 67
144 145 146
147 148 149 150 151
154 153 152
86 89 88 87
LOT 8
WINNIE WOOD
THIS POINT BEARS N00°02'11"W 1309.9' AND N89°58'43"E 2588.3' FROM THE SOUTHWEST CORNER OF SECTION 5, BLOCK E
HR
HUGO REED
AND ASSOCIATES, INC.

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of an approximate 5.3 acre tract of land located in Section 5, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the centerline of a 20 foot alley and the West right-of-way line of Interstate Highway No 27, for the Southeast corner of this tract which bears N. 00°02'11" W. an approximate distance of 1309.9 feet and N. 89°58'43" E. an approximate distance of 2588.3 feet from the Southwest corner of Section 5, Block E, Lubbock County, Texas;

THENCE S. 89°58'43" W., along the centerline of said 20 foot alley, an approximate distance of 362.0 feet to a point in the centerline of a 20 foot alley for the Southwest corner of this tract;

THENCE North, along the centerline of said 20 foot alley, an approximate distance of 653.4 feet to a point in the Southern boundary of Lot 1, Dee-Ville Addition, for the Northwest corner of this tract;

THENCE N. 89°58'40" E., along the Southern boundary of said Lot 1, an approximate distance of 345.8 feet to a point in the West right-of-way line of said Interstate Highway No 27, for the Southeast corner of said Lot 1 and the Northeast corner of this tract;

THENCE S. 00°39'37" E., along said West right-of-way line, an approximate distance of 197.7 feet to a point;

THENCE S. 02°57'04" E., continuing along said West right-of-way line, an approximate distance of 263.1 feet to a point;

THENEC S. 00°07'11" E., continuing along said West right-of-way line, an approximate distance of 193.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES ONLY. DOES NOT REPRESENT A SURVEY.

NOT FOR RECORDING

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
Dell Cannon
642 CR 2
Street/Post Office Box
Tahoka, Texas 79373
City State Zip
(806) 441-1273
Telephone

Location or Address: South I-27 and 77th Street

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant **Existing Zoning:** R-1

Acreage or Square Footage of Property: 5.3 acres

Zoning Requested: IHC

Proposed Development: Unspecified commercial

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

Terry Holeman
Applicant's Signature

March 7, 2016
Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: $490 (Cannon #1973)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only PIN: 80954 M+B map 18

Zone Case No.: 3295 **Agenda No.:** _____

Request for zoning change from: R-1 **To:** IHC

5.242 Acres of unplatted land out of Block E Section 5

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 7708 I-27

KS

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

Meeting Date: 04/28/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2895-L, a request of Hugo Reed and Associates, Inc., for Monterey Church of Christ, for a zoning change from A-2 to C-2 on 0.9 acres of land out of Tract A-1A-1, Monterey Church of Christ Addition, 6111 82nd Street, and consider an ordinance.

Item Summary

General comments:
The request is to rezone a portion of the church property to C-2 to allow for some small commercial use.

Adjacent land uses:
North: – existing commercial, zoned C-2.
South: – church, zoned A-2.
East: – church parking, zoned A-2.
West: – commercial, zoned IHC.

Comprehensive Land Use Plan (CLUP):
The request would be considered a minor change to the CLUP. This change however, would be consistent with the overall development of the adjacent area.

Zoning Policy:
The request is consistent with zoning policies as the existing church to the south offers as a buffer district between the new commercial and the future residential to the south.

Effect on the adjacent street and thoroughfare system:
With the limited amount of commercial being added to the large amount of existing commercial development, the case should have only a small impact on traffic and the thoroughfare system.

Recommendations:
Staff recommends approval of the case.

On April 7, 2016, 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 - Zone Case 2895-L

Map - Zone Case 2895-L

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. 2895-L;** A ZONING CHANGE FROM **A-2** TO **C-2** ZONING DISTRICT ON **0.9 ACRES OF LAND OUT OF TRACT A-1A-1, MONTEREY CHURCH OF CHRIST ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2895-L

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2** to **C-2** zoning district on **0.9 acres of land out of Tract A-1A-1, Monterey Church of Christ Addition**, City of Lubbock, Lubbock County, Texas, located at **6111 82nd Street**, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
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/ZoneCase/ZC2895-L
April 7, 2016

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of a portion of Tract A-1-A-1, Monterey Church of Christ Addition to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at the Northernmost Northwest corner of Tract A-1-A-1, Monterey Center Church of Christ Addition to the City of Lubbock, Lubbock County, Texas, in the South right-of-way line of 82nd Street;

THENCE East, along the Northern Boundary of said Tract A-1-A-1 and South right-of-way line of 82nd Street, an approximate distance of 282.0 feet;

THENCE South, an approximate distance of 138.0 feet;

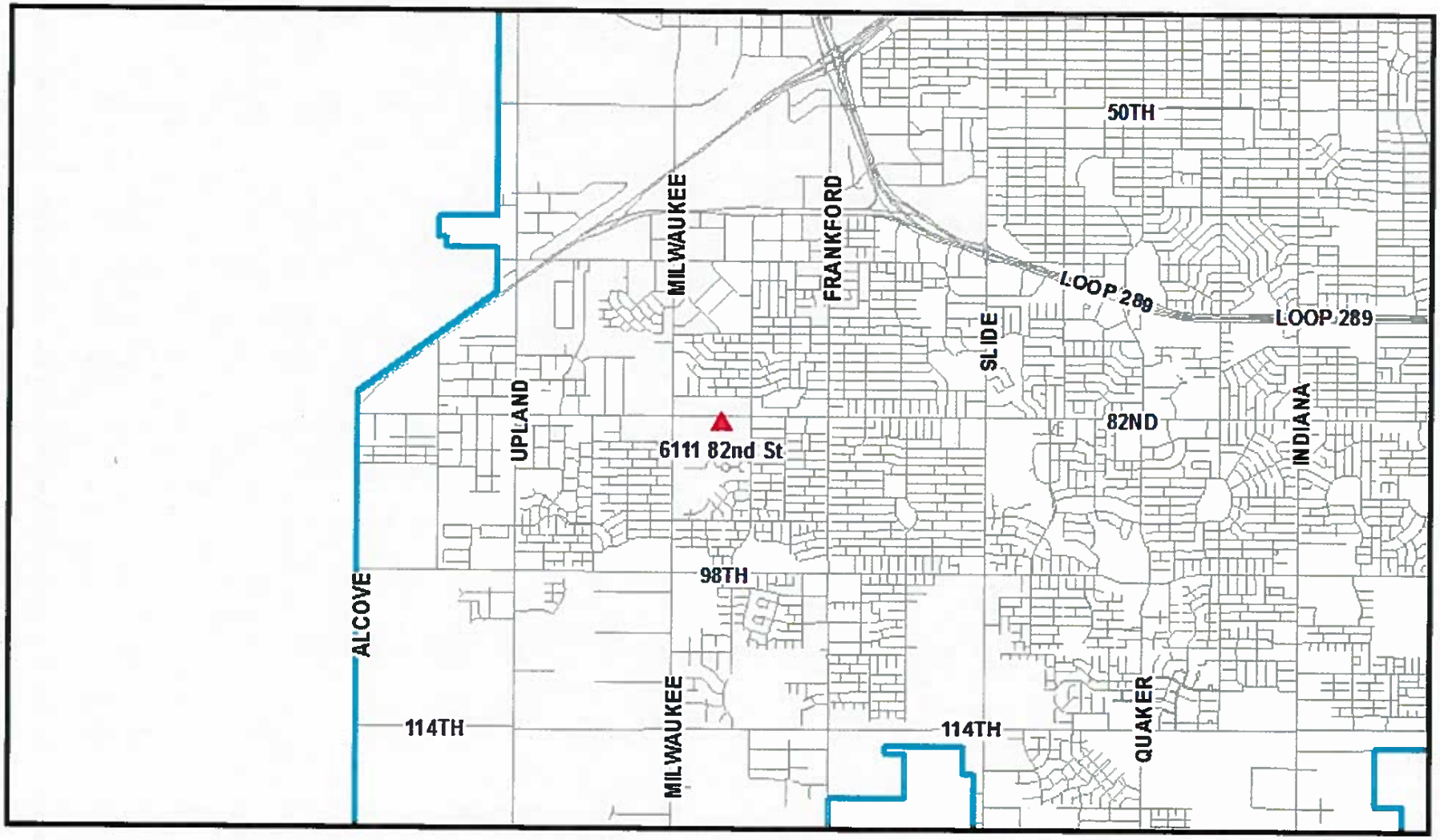
THENCE West, an approximate distance of 282.0 feet to a point in the Western boundary of said Tract A-1-A-1;

THENCE North, along the Western boundary of said Tract A-1-A-1, an approximate distance of 138.0 feet to the Point of Beginning.

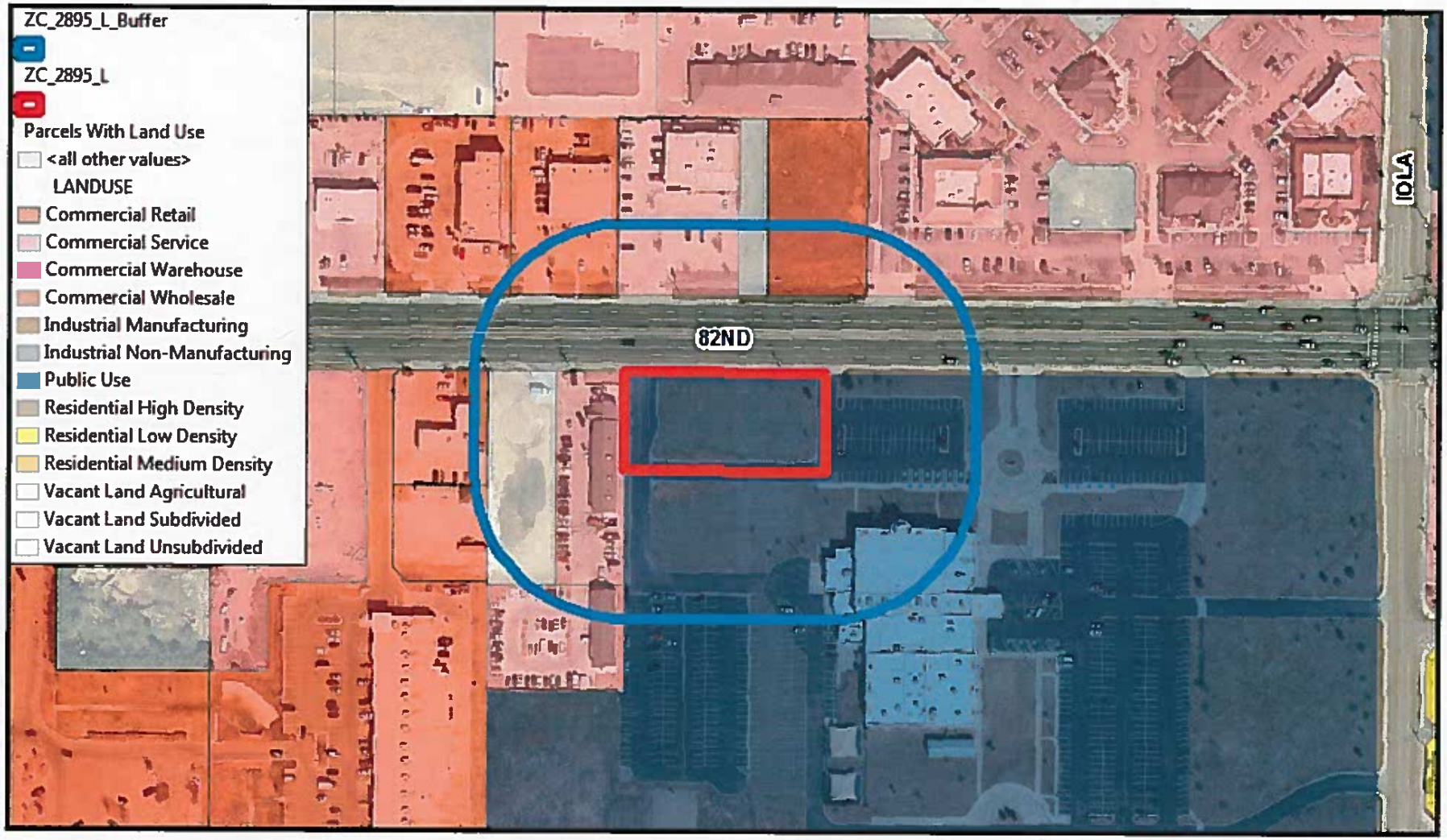
CONTAINS: 0.9 ACRES

PREPARED FOR: Monterey Church of Christ, March 7, 2016

PREPARED FOR ZONE CHANGE REQUEST ONLY AND DOES NOT REPRESENT A SURVEY.

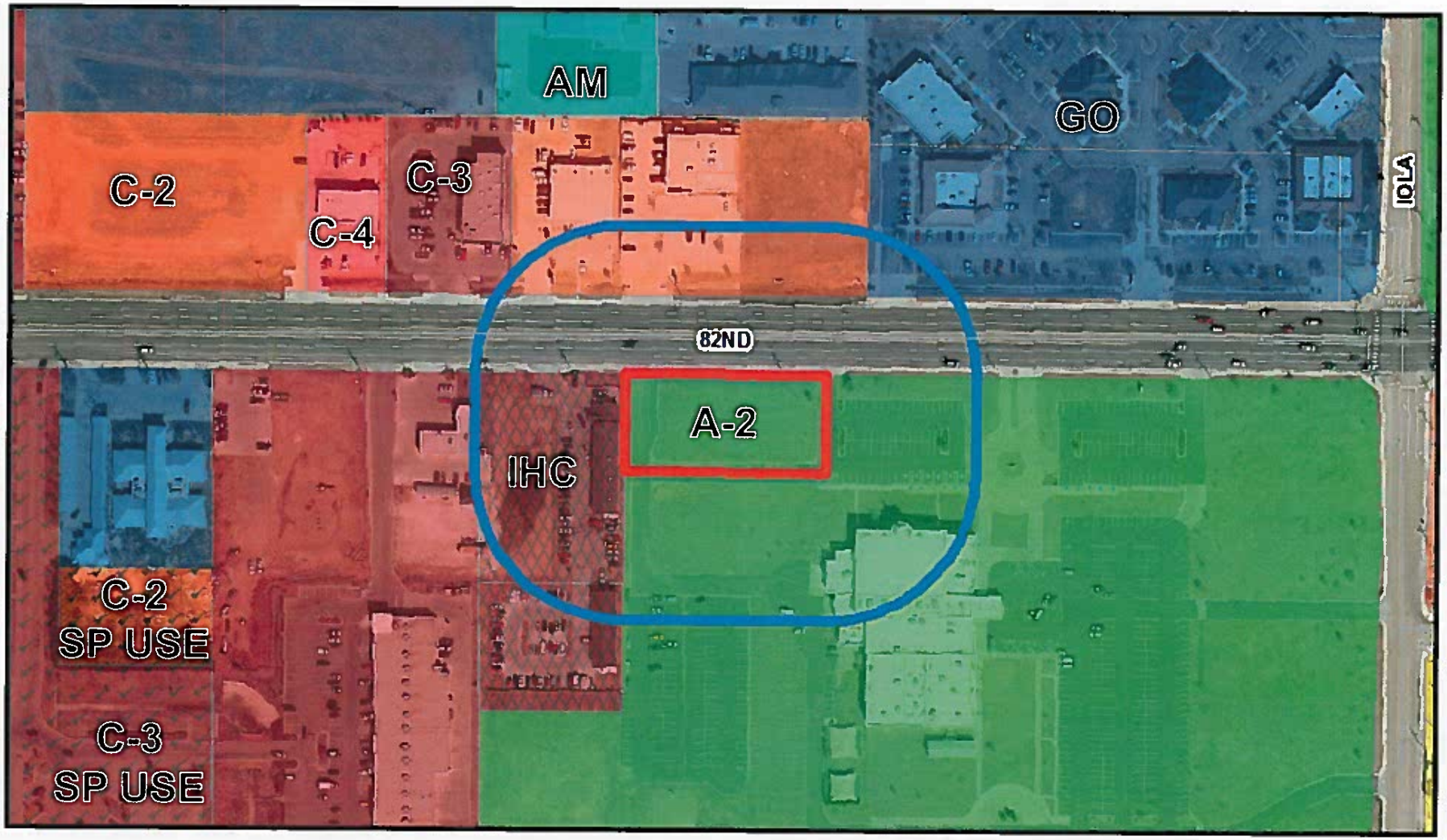


P.Z.C. Case 2895-L

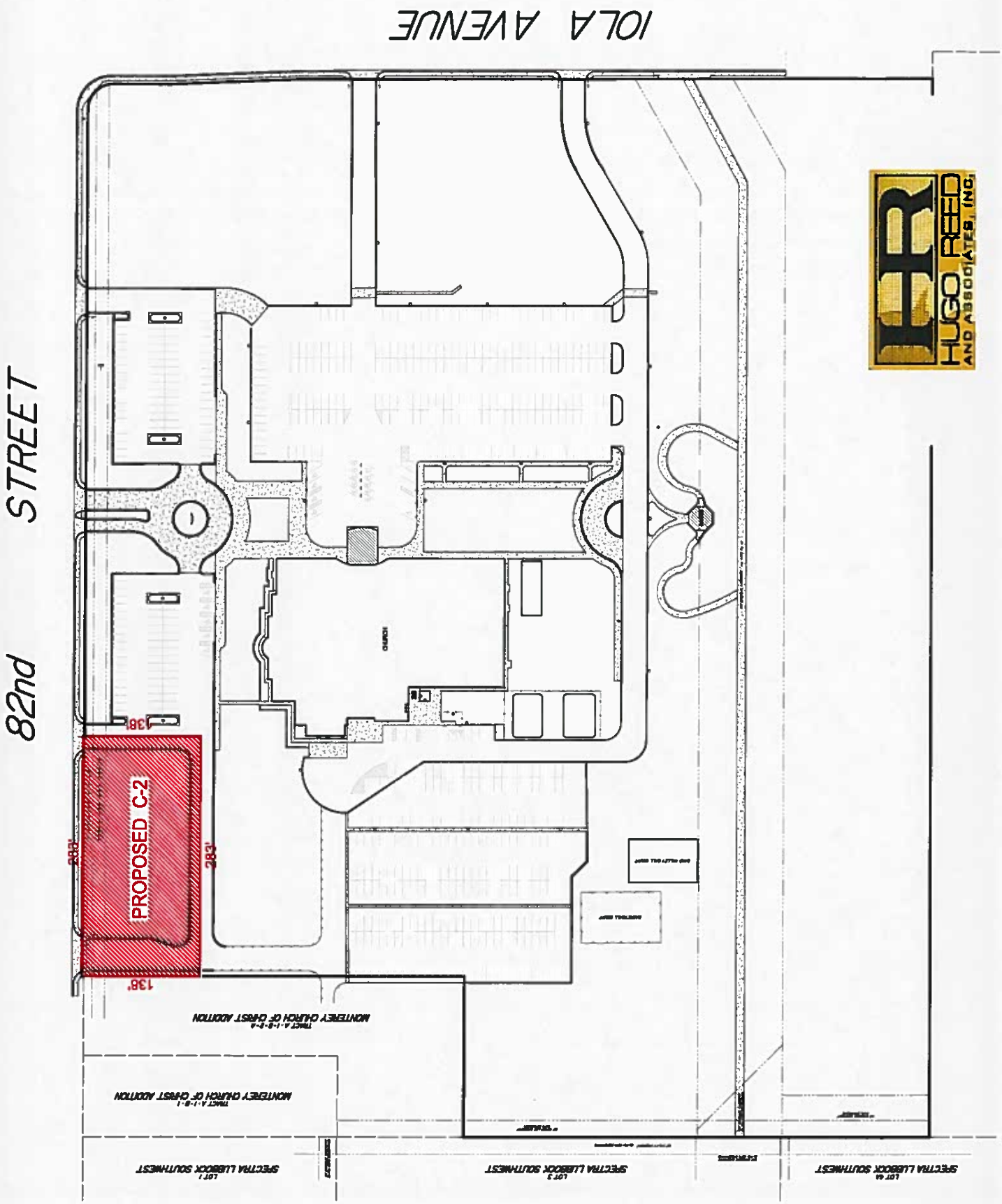


P.Z.C. Case 2895-L

Request of Hugo Reed and Associates, Inc. (for Monterey Church of Christ) for a zoning change from A-2 to C-2, 6111 82nd Street



P.Z.C. Case 2895-L Zoning


IOLA AVENUE
82nd STREET
PROPOSED C-2
138'
283'
283'
138'
CHURCH
HUGO REED AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS

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

METES AND BOUNDS DESCRIPTION of a portion of Tract A-1-A-1, Monterey Church of Christ Addition to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at the Northernmost Northwest corner of Tract A-1-A-1, Monterey Center Church of Christ Addition to the City of Lubbock, Lubbock County, Texas, in the South right-of-way line of 82nd Street;

THENCE East, along the Northern Boundary of said Tract A-1-A-1 and South right-of-way line of 82nd Street, an approximate distance of 282.0 feet;

THENCE South, an approximate distance of 138.0 feet;

THENCE West, an approximate distance of 282.0 feet to a point in the Western boundary of said Tract A-1-A-1;

THENCE North, along the Western boundary of said Tract A-1-A-1, an approximate distance of 138.0 feet to the Point of Beginning.

CONTAINS: 0.9 ACRES

PREPARED FOR: Monterey Church of Christ, March 7, 2016

PREPARED FOR ZONE CHANGE REQUEST ONLY AND DOES NOT REPRESENT A SURVEY.

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
Monterey Church of Christ
6111 82nd Street
Street/Post Office Box
Lubbock, Texas 79424
City State Zip
(806) 473-3522 (Butch Davis)
Telephone

Location or Address: 82nd Street and Iola Avenue

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant

Existing Zoning: A-2 limited to church uses

Acreage or Square Footage of Property: 0.9 acres

Zoning Requested: C-2

Proposed Development: Coffee House

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

March 7, 2016
Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: $475 (HRA # 25237)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

M+B map 21

Zone Case No.: 2895-L
Agenda No.: _____
Request for zoning change from: A-2
To: C-2

0.9 Acres of land out of Tract A-1-A-1, monterey Church of Christ Addition

on Lot(s): —
Block(s): —
Subdivision: —
Address: 6111 82nd St

VS KH

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.: 2895-L**

In Favor of X

Opposed ____

Reasons and/or Comments:

RECEIVED
MAR 30 2020
PLANNING DEPARTMENT

Print Name SCOTT COLLIER (82 PARTNERS)
Signature: Scott Collier
Address: 4712-22ND ST LUBBOCK 79407
Address of Property Owned: 81ST & MILWAUKEE

Zone Case Number: **2895-L** 85350
AMISTAD COMMERICIAL PROPERTY LP
4712 22ND ST

LUBBOCK TX 79407

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

Meeting Date: 04/28/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2115-H, a request of Hugo Reed and Associates, Inc., for Arco Endeavors, LLC, for a zoning change from C-2 to C-3 on 1.5 acres of unplatted land out of Block E, Section 9, 2420 87th Street, and consider an ordinance.

Item Summary

General Comments:
The request is for a zoning change from C-2 to C-3 to allow a tire store.

Adjacent Land Uses:
North: C-2 (Ruby Tequila's restaurant).
South: A-2 and R-2 (Shelby and Friends Child Care Center and duplexes).
East: A-1 (Greenwood Cove Apartments).
West: C-3 and C-2 (Sudsy Springs Car Wash and a dialysis center that is currently under construction).

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP as the property has already been zoned commercial and is located along a major thoroughfare.

Zoning Policy:
The request is consistent with zoning policies as it is on a major thoroughfare and there are other adjacent commercial businesses.

Effect on the adjacent street and thoroughfare system:
There should be little to no effect on traffic in the area.

Recommendations:
On April 7, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That the screening fence required on the south property line be waived.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

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. 2115-H;** A ZONING CHANGE FROM **C-2** TO **C-3** ZONING DISTRICT ON **1.5 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 9,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled 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 Ordinances 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. 2115-H

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-3** zoning district on **1.5 acres of unplatted land out of Block E, Section 9,** City of Lubbock, Lubbock County, Texas located at **2420 87th 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 screening fence required on the south property line shall be waived.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
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/ZC2115-H
April 7, 2016

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of an approximate 1.5 acre tract of land located in Section 9, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the centerline of University Avenue for the Southwest corner of this tract which bears South an approximate distance of 1460.8 feet from the Northwest corner of Section 9, Block E, Lubbock County, Texas;

THENCE North, along the centerline of said University Avenue, an approximate distance of 178.0 feet to a point for the Northwest corner of this tract;

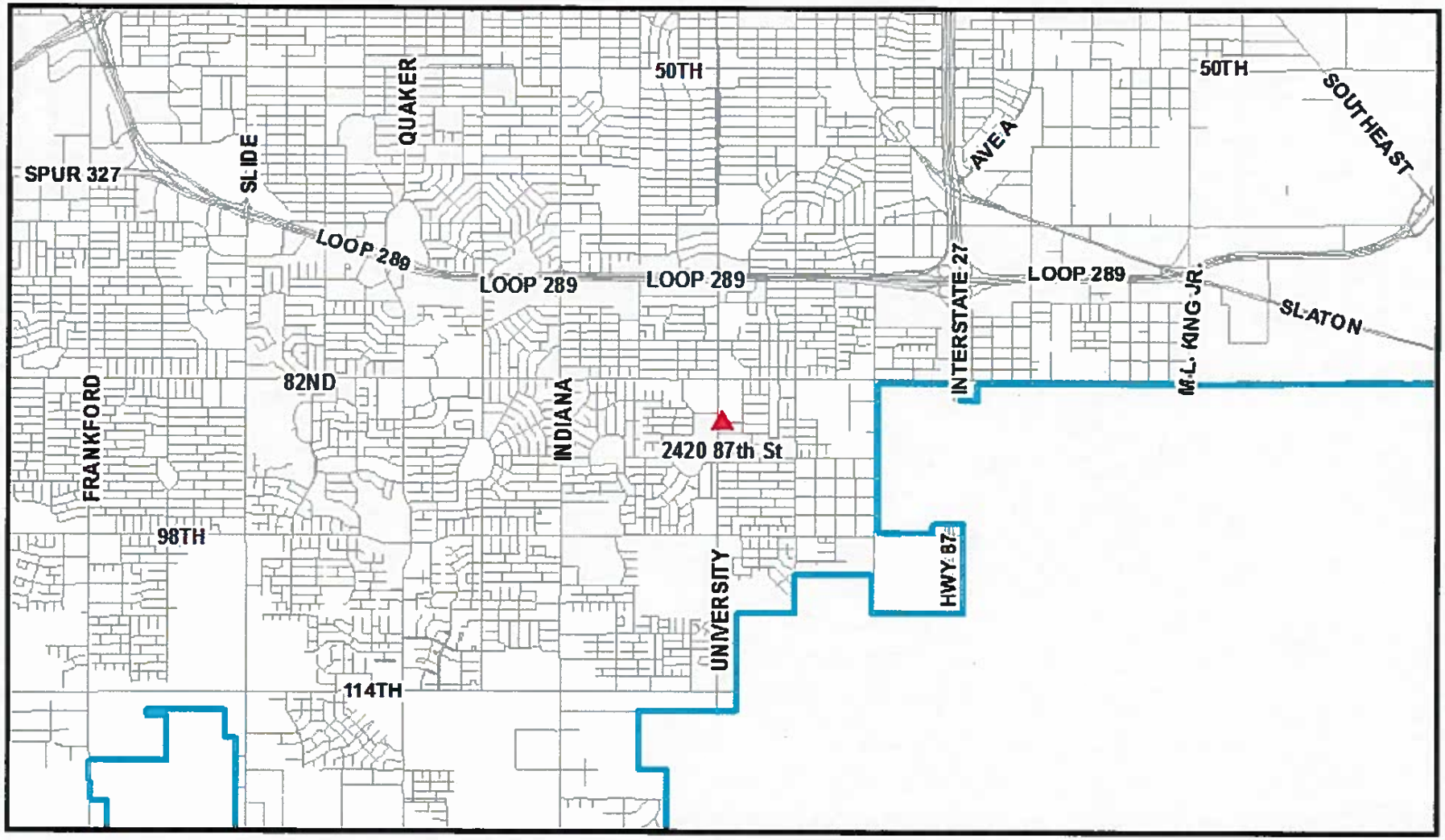
THENCE East, at an approximate 60.0 feet pass a point in the East right-of-way line of said University Avenue and the most Westerly Southwest corner of Tract A, Ruby Tequila's Unit #I, continuing along the Southern boundary of said Tract A, for an approximate total distance of 378.0 feet to a point for a corner of said Tract A and the Northeast corner of this tract;

THENCE South, along the Western boundary of said Tract A, at an approximate distance of 148.0 feet pass a point in the North right-of-way line of 87th Street and the most Southerly Southwest corner of said Tract A, continuing for an approximate total distance of 178.00 feet to a point in the centerline of said 87th Street for the Southeast corner of this tract;

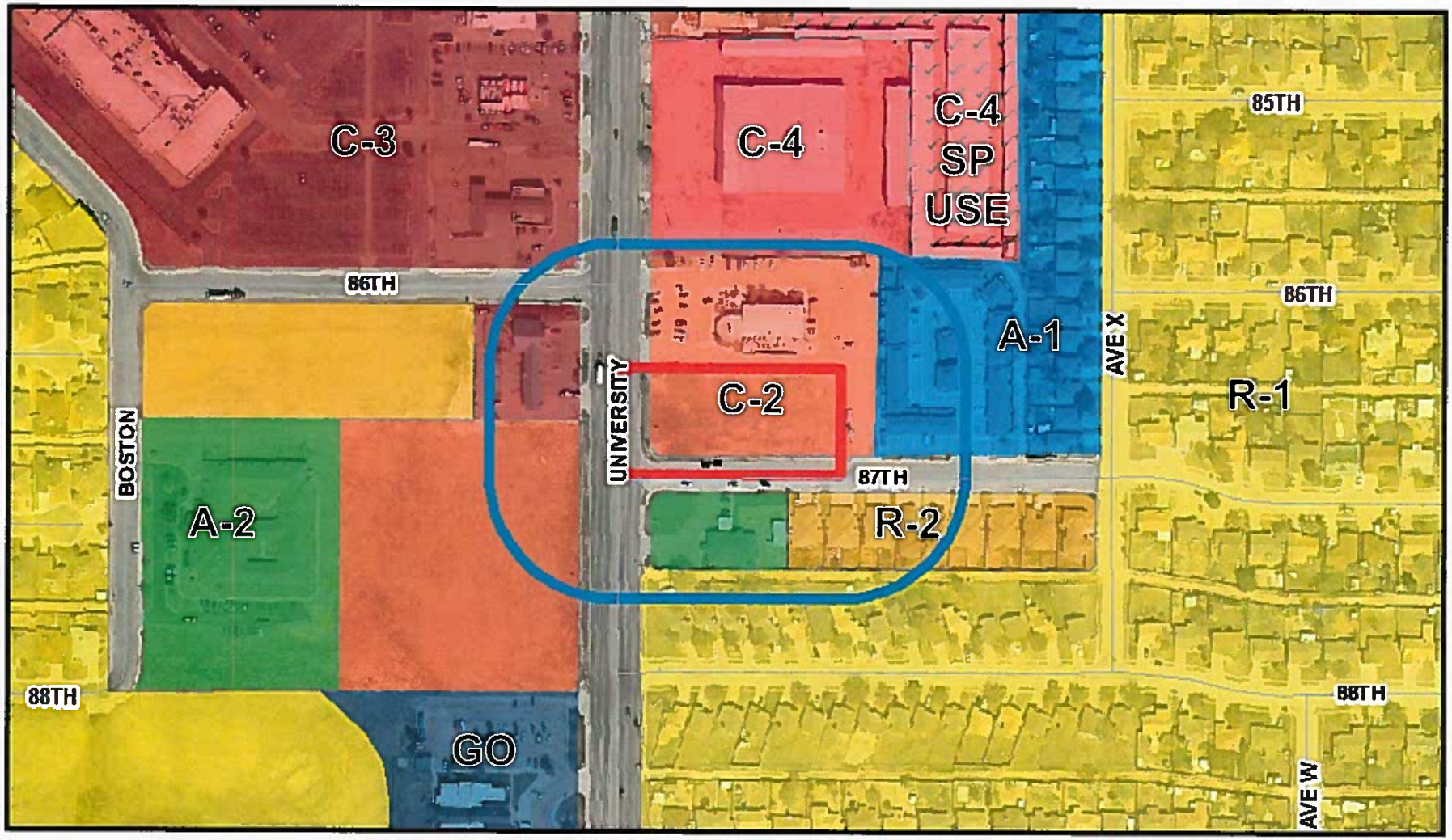
THENCE West, along the centerline of said 87th Street, an approximate distance of 378.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES ONLY. DOES NOT REPRESENT A SURVEY.

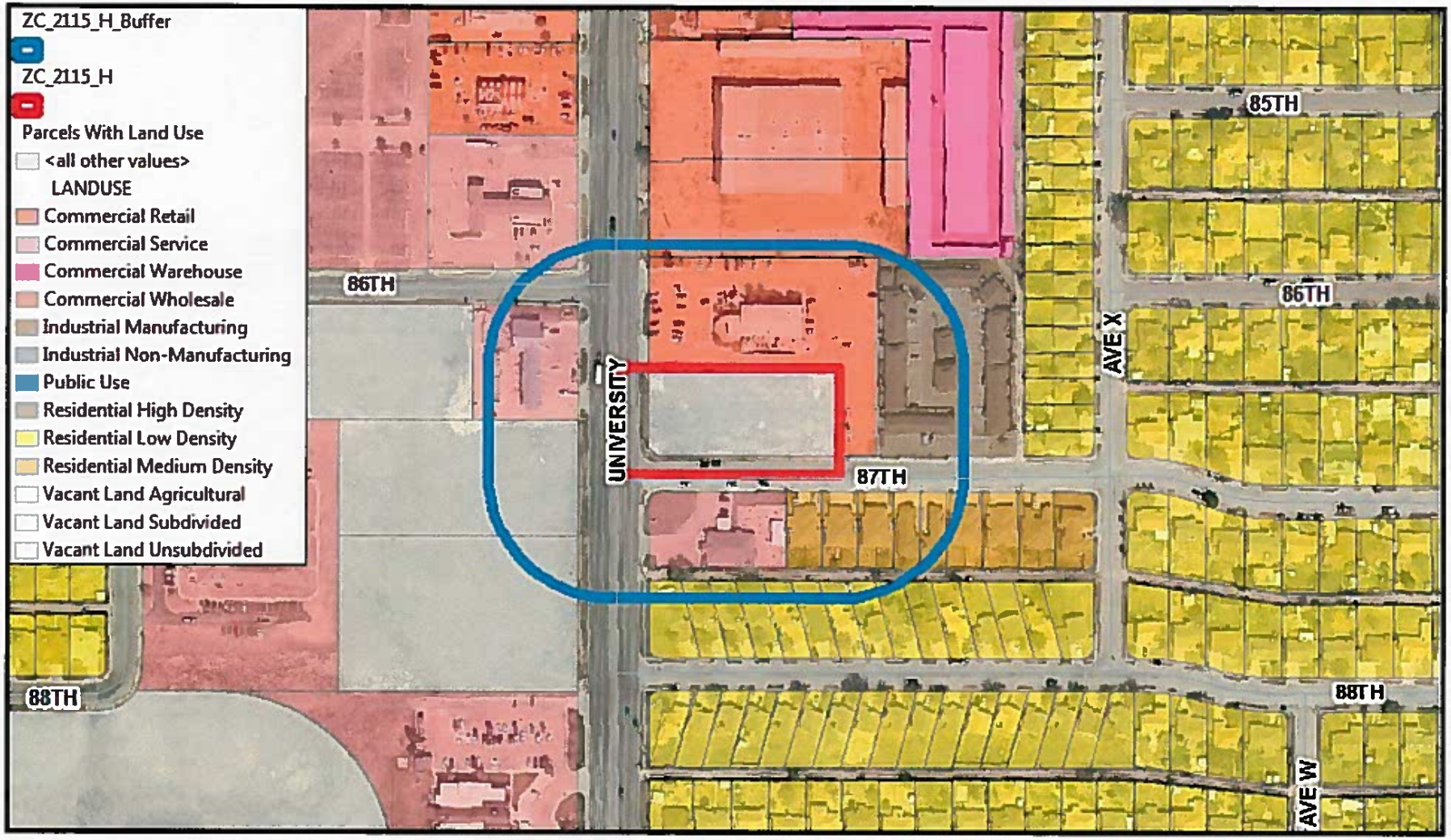
NOT FOR RECORDING



P.Z.C. Case 2115-H



P.Z.C. Case 2115-H Zoning



P.Z.C. Case 2115-H

Request of Hugo Reed and Associates, Inc. (for Arco Endeavors, LLC) for a zoning change from C-2 to C-3, 2420 87th Street

HUGO REED AND ASSOCIATES, INC.
239 - A
238 - A
237 - A
236 - B
236 - A
235 - A
234 - A
233 - A
232 - B
232 - A
231 - A
BICENTENNIAL ESTATES ADDITION
87th STREET
ARNOLD BUSINESS PARK
TRACT A
RUBY TEQUILA'S UNIT #1
TRACT A
NORTH-SOUTH
178.0'
148'
30'
EAST-WEST
378.0'
316'
1.5 ACRES
EAST-WEST
378.0'
60'
NORTH-SOUTH
178.0'
UNIVERSITY AVENUE
THIS POINT BEARS SOUTH 1460.8' FROM THE NORTHWEST CORNER OF SECTION 9, BLOCK E

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of an approximate 1.5 acre tract of land located in Section 9, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the centerline of University Avenue for the Southwest corner of this tract which bears South an approximate distance of 1460.8 feet from the Northwest corner of Section 9, Block E, Lubbock County, Texas;

THENCE North, along the centerline of said University Avenue, an approximate distance of 178.0 feet to a point for the Northwest corner of this tract;

THENCE East, at an approximate 60.0 feet pass a point in the East right-of-way line of said University Avenue and the most Westerly Southwest corner of Tract A, Ruby Tequila's Unit #I, continuing along the Southern boundary of said Tract A, for an approximate total distance of 378.0 feet to a point for a corner of said Tract A and the Northeast corner of this tract;

THENCE South, along the Western boundary of said Tract A, at an approximate distance of 148.0 feet pass a point in the North right-of-way line of 87th Street and the most Southerly Southwest corner of said Tract A, continuing for an approximate total distance of 178.00 feet to a point in the centerline of said 87th Street for the Southeast corner of this tract;

THENCE West, along the centerline of said 87th Street, an approximate distance of 378.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE PURPOSES ONLY. DOES NOT REPRESENT A SURVEY.

NOT FOR RECORDING

city of lubbock TEXAS

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
Arco Endeavors, LLC
409 E. Main
Street/Post Office Box
Llano, Texas 78463
City State Zip
(806) 773-6148
Telephone

Location or Address: 87th Street and University Avenue

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant **Existing Zoning:** C-2

Acreage or Square Footage of Property: 1.5 acres

Zoning Requested: C-3

Proposed Development: Tire Store

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

March 7, 2016
Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: $478 (Arthus #1021)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

PIN: M+B map 19

Zone Case No.: 2115-H **Agenda No.:** _____

Request for zoning change from: C-2 **To:** C-3

1.088 Acres of unplatted land out of Block E Section 9

on Lot(s): _____ **Block(s):** —

Subdivision: — **Address:** 2420 87th St

VGVI

Regular City Council Meeting **7. 8.**

Meeting Date: 04/28/2016

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3047-Q, a request of AMD Engineering, LLC, for Oakmont Estates Investments of Lubbock, LLC, for a zoning change from R-1 Specific Use to R-1 Specific Use for Garden Homes on 9.937 acres of unplatted land out of Block E-2, Section 23, 4901 118th Street, and consider an ordinance.

Item Summary

General Comments:
The request is for a zoning change from R-1 Specific Use for reduced setbacks to R-1 Specific Use for garden homes with reduced setbacks.

Adjacent Land Uses:
North: R-1 Specific Use for reduced setbacks (single family neighborhood that is currently developing).
South: GO (vacant; two garden offices have been constructed south of 122nd Street).
East: R-1 Specific Use for reduced setbacks (single family neighborhood that is currently developing).
West: CB-2 Specific Use (vacant; "Traditional Neighborhood Development" as stated in the Ordinance for the Vintage Township development).

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP as the base zoning of residential is not changing.

Zoning Policy:
The request is consistent with zoning policies as the base zoning of residential is not changing.

Effect on the adjacent street and thoroughfare system:
There should be little to no effect on traffic in the area.

Recommendations:
On April 7, 2016, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. A 5 foot side setback be allowed on corner lots.
2. An 18 foot rear setback be allowed for detached, non-rear facing garages.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 3047-P

Map - Zone Case 3047-P

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. 3047-P;** A ZONING CHANGE FROM **GO** TO **C-2A SPECIFIC USE** FOR **A RETAIL CENTER,** ON **TRACT E, THE RESERVES AT VINTAGE ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3047-P

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 **GO** to **C-2A Specific Use** for **a retail center** on **Tract E, the Reserves at Vintage Addition,** City of Lubbock, Lubbock County, Texas, located at **12130 Quaker Avenue,** subject to conditions.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the project be tied to the proposed site plan, amending the setback from 121st Street to a minimum of 15 feet from the property line.**

2. **THAT the site shall only have access from 122nd Street, no curb cuts allowed to Quaker Avenue, 121st Street, or the alley to the west.**

3. **THAT a screening fence shall be required adjacent to the R-1 zoned property to the west.**

4. **THAT the uses be limited to the proposed strike list as presented by the applicant.**

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 **GO** 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 **12130 Quaker Avenue**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

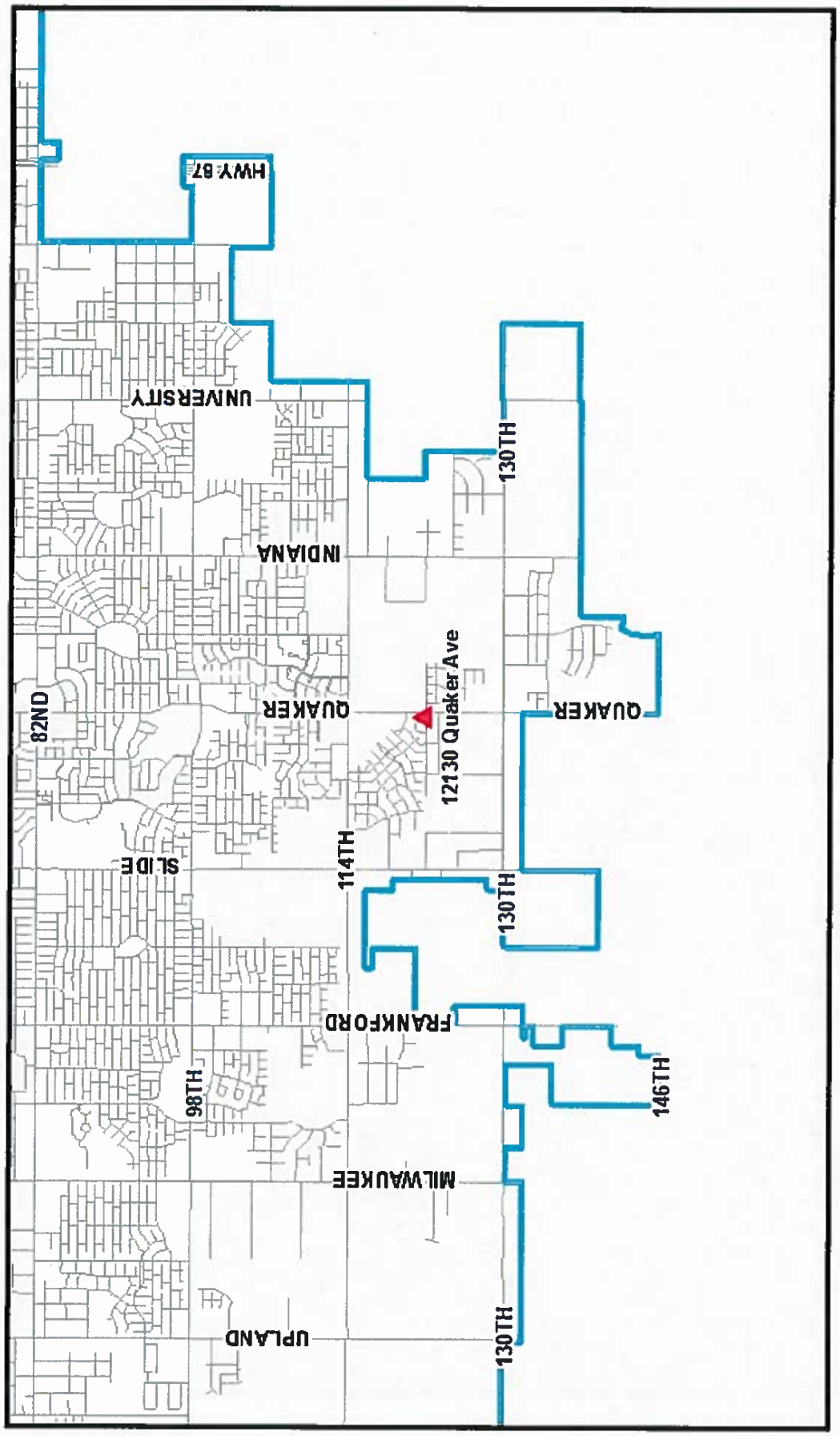
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

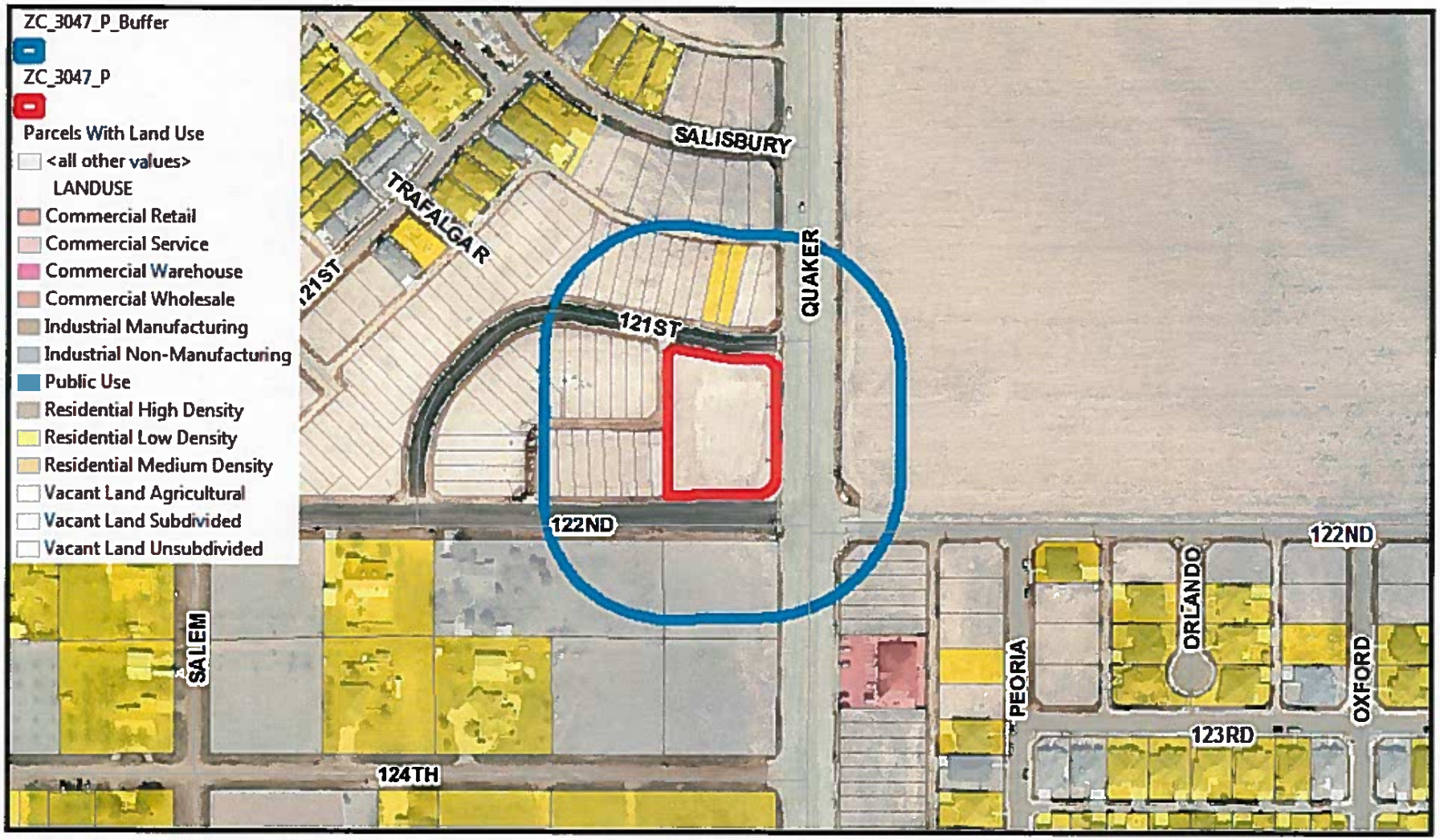
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3047-P
April 7, 2016

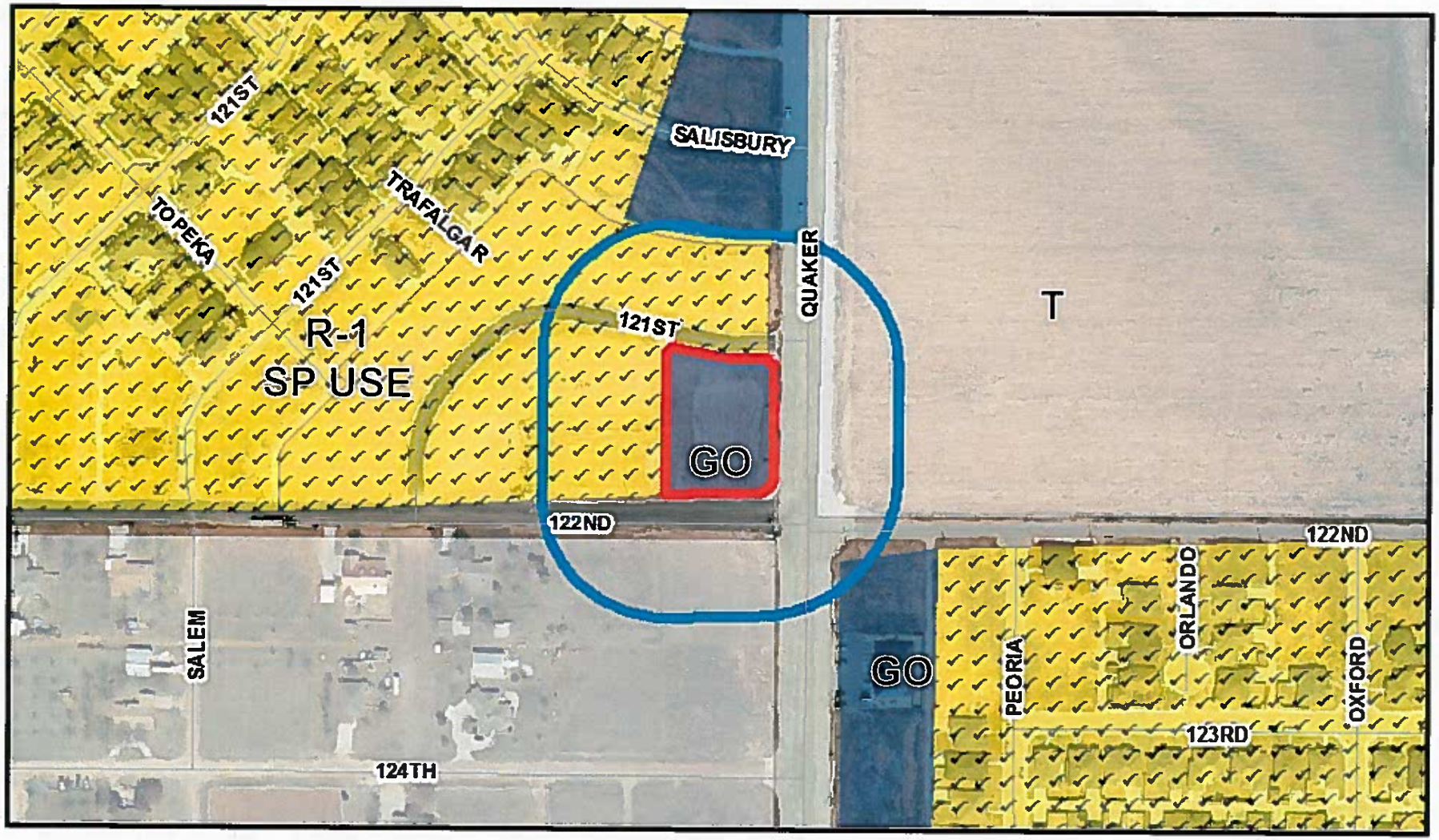


P.Z.C. Case 3047-P

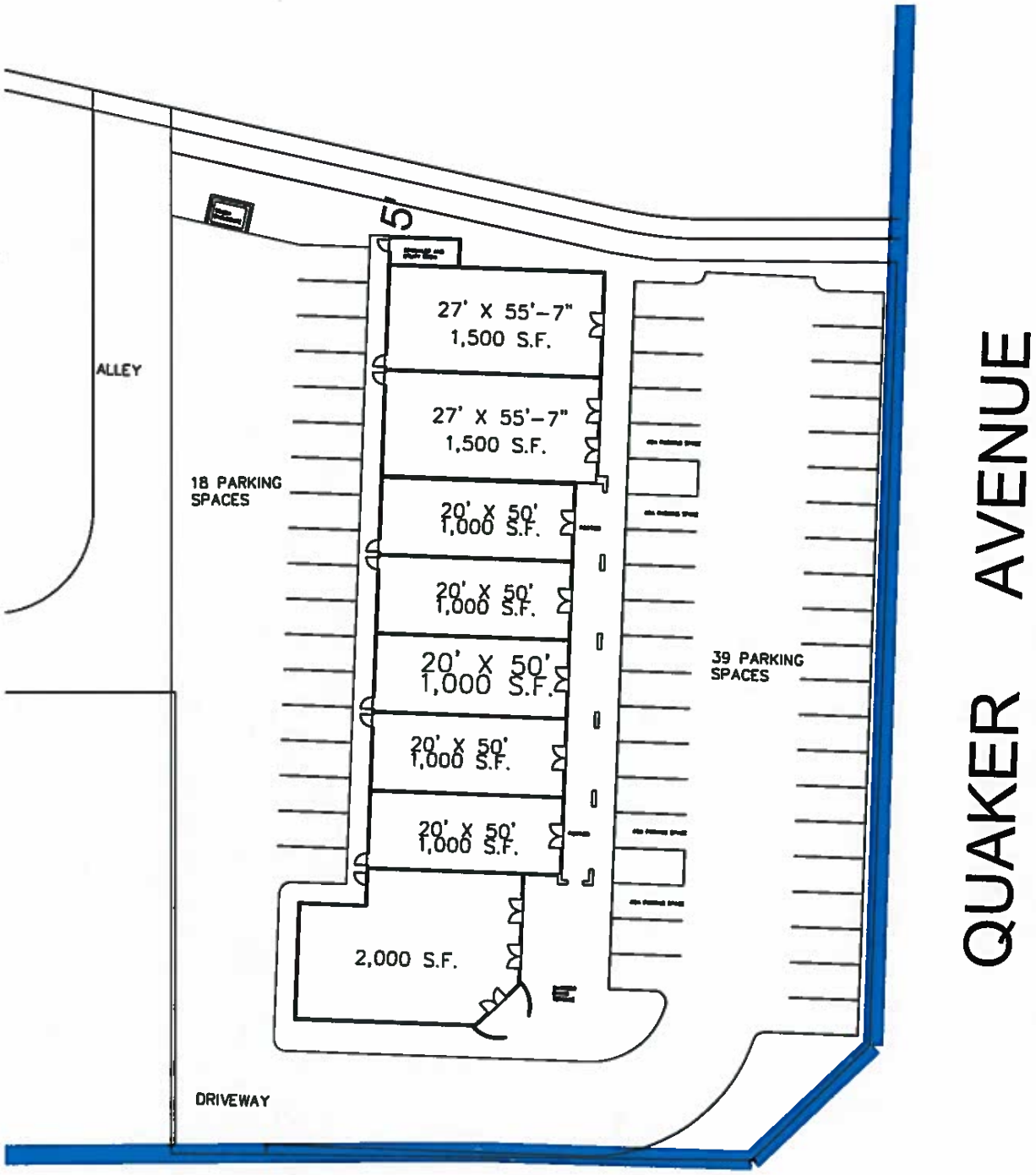


P.Z.C. Case 3047-P

Request of James Rasmussen (for N.S.H.E. TX Vernon, LLC) for a zoning change from GO to C-2A Specific Use, 12130 Quaker Avenue

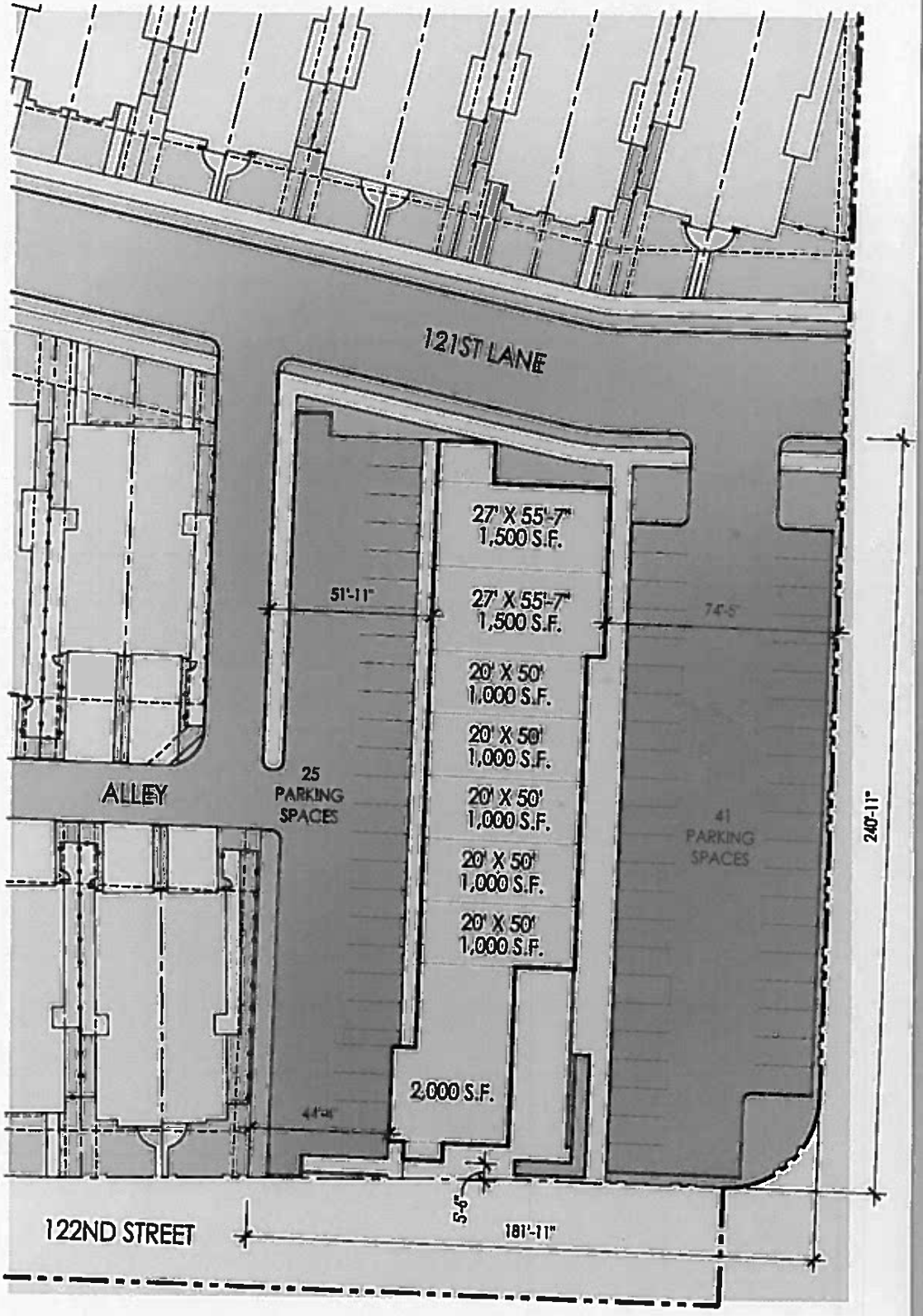


P.Z.C. Case 3047-P Zoning



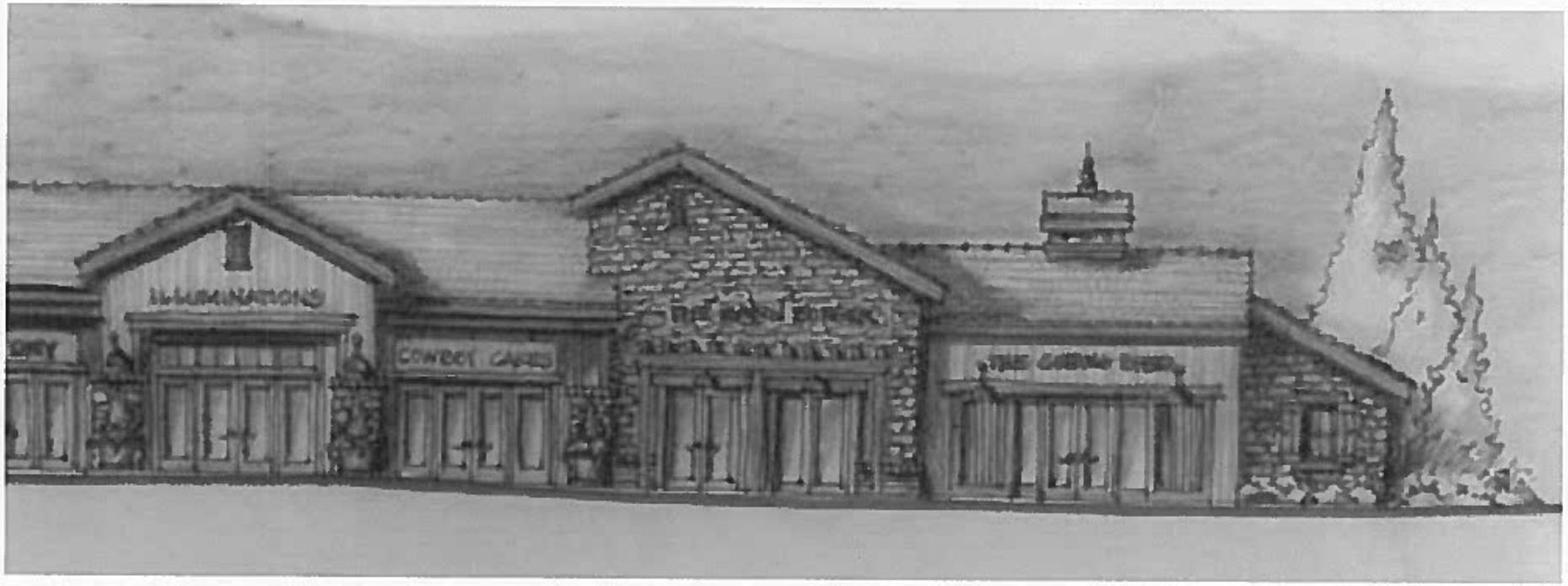
SUMMARY

10,000 S.F. OF RETAIL
1 SPACE PER 175 S.F. = 57 REQUIRED SPACE
57 SPACES PROVIDED
4 HANDICAP SPACES PROVIDED



QUAKER CORNER: SITE PLAN

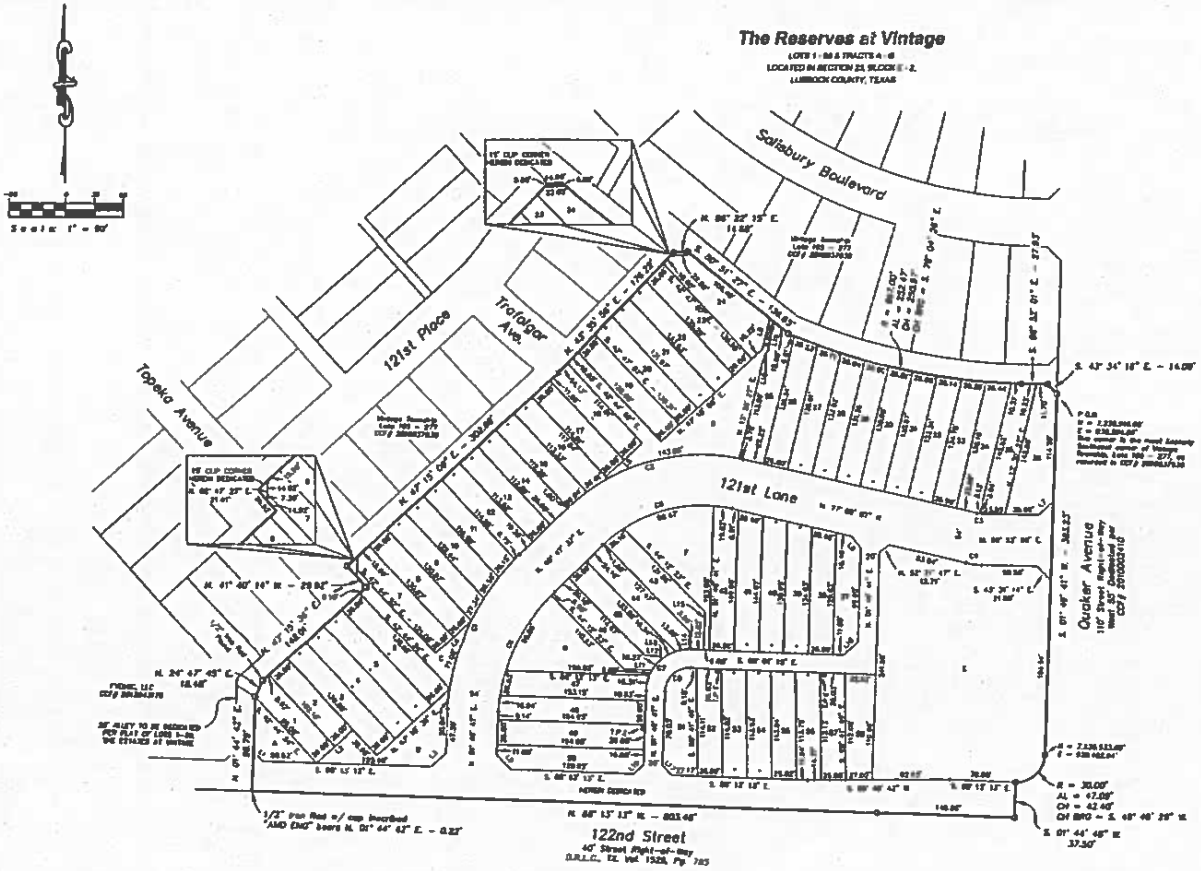
RASMUSSEN
DEVELOPMENT


ILLUMINATIONS
COWBOY CAPERS

FARM HOUSE CAFE
DAISY GIRLS

The Reserves at Vintage

LOTS 1 - 88 & TRACTS A - G
LOCATED IN SECTION 24, BLOCK E - 2,
LUBBOCK COUNTY, TEXAS


Salisbury Boulevard
121st Place
Trafalgar Ave.
Topeka Avenue
121st Lane
Quaker Avenue
122nd Street
40' Street Right-of-Way
O.P.R.L.C., TX, Vol. 1528, Pg. 785
1/2" Iron Rod w/ cap inscribed "AMD ENGR" bears N. 01° 44' 43" E. - 0.22'
N. 88° 15' 13" W. - 803.46'
S. 01° 44' 48" W. 37.50'
S. 43° 34' 16" E. - 14.09'
N. 88° 22' 15" E. 14.65'
S. 88° 54' 17" E. - 138.65'
N. 41° 40' 16" W. - 29.94'
N. 24° 47' 45" E. 18.48'
S. 01° 49' 41" W. - 365.23'
S. 45° 26' 14" E. 21.66'
N. 52° 51' 47" E. 13.71'
N. 88° 15' 13" W. - 140.86'
R = 7,539,523.69'
Δ = 0°00'48.24"
R = 30.00'
AL = 47.00'
CH = 42.46'
CH BRG = S. 68° 46' 29" W.
R = 7,539,553.69'
Δ = 0°00'48.24"
R = 30.00'
AL = 47.00'
CH = 42.46'
CH BRG = S. 68° 46' 29" W.
P.O.B.
N = 7,239,266.65'
E = 838,394.80'
the corner to the most Easterly Northeast corner of Vintage Townhouses, Lots 193 - 277, as recorded in O.P.R.L.C.
Vintage Townhouses
Lots 193 - 277
O.P.R.L.C.
Quaker Avenue
110' Street Right-of-Way
Vintage Townhouses
O.P.R.L.C.
CCF 2010002410
FYDNC, LLC
O.P.R.L.C.
20' ALLEY TO BE ABANDONED PER PLAT OF LOTS 1-20, SEE ESTATES AT VINTAGE
15' CLIP CORNER (MONUMENTATION INDICATED)
N. 88° 47' 22" E. 21.61'
N. 01° 12' 38" W. 14.48'
N. 88° 47' 22" E. 7.39'
S. 01° 12' 38" E. 14.48'
N. 01° 12' 38" W. 14.48'
N. 88° 47' 22" E. 7.39'
S. 01° 12' 38" E. 14.48'
N. 88° 47' 22" E. 21.61

RASMUSSEN
DEVELOPMENT

February 04, 2016

City of Lubbock
Planning Department
1625 13th Street
Lubbock, Texas 79401

Attn: Drew Paxton

RE: The Reserves at Vintage

Dear Drew

We would like to change the zoning on our commercial site on the corner of 122nd and Quaker. We see a need in the area for a small boutique center (1000 sf units for a small nail salon, coffee house, real estate office / lawyer or sandwich shop) similar to what Vintage Township has. We currently have GO zone garden offices on the site.

Enclosed is a map and pictures of what we are proposing for the area as well as the application and required fee for the zone change. If you have any questions please feel free to call me on my cell
818-419-1655.

000940
FEB 05 2016

Sincerely

James S Rasmussen

7021 Kewanee, Suite 5-103, Lubbock, TX 79424 P: 805-407-6112 F: 806-370-0075 james@rasmussendevelpoment.com

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) JAMES RASMUSSEN
7021 KEWANEE AVE #5-103
Street/Post Office Box
Lubbock Tx. 79424
City State Zip
(818 419-1655
Telephone

For N.S.H.E TX. VERNON, LLC
7021 KEWANEE AVE #5-103
Street/Post Office Box
Lubbock Tx 79424
City State Zip
(818 419-1655
Telephone

Location or Address: QUAKER AVE BETWEEN 121ST LANE AND 122ND ST.

Legal Description:* LOT "E" of THE RESERVES AT VINTAGE

Existing Land Use: VACANT **Existing Zoning:** G.O.

Acreage or Square Footage of Property: 41,405 S.F

Zoning Requested: COMMERICAL . C-2A

Proposed Development: 10,000 SF. STRIP CENTER WITH PARKING LOT.

If property is not subdivided, will preliminary plat be submitted? Yes _____ No *

James S Rasmussen
Applicant's Signature

FEB. 3RD, 2016
Date

Filing Fee: $475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

PIN: 96669 map 41

Zone Case No.: 3047-P **Agenda No.:** _____

Request for zoning change from: GO **To:** C-2A

on Lot(s): East E **Block(s):** _____

Subdivision: The Reserves at Vintage **Address:** 12130 Quaker Ave

VSM.

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.: 3047-P**

In Favor of XX

Opposed ____

Reasons and/or Comments:

I think the architecture of the Building really fits in to the whole area. It seems that this would be the final piece to the puzzle. I think it is what the area needs. Please approve the zone change.

Print Name James Rasmussen

Signature: James S Rasmussen

Address: 7021 Kewanee Ave #5-103 Lubbock, Tx

Address of Property Owned: 4402 121st Lane Lubbock, Tx

7 of 7

Zone Case Number: **3047-P** 96660
NSHE TX VERNON LLC
26500 W AGOURA RD 652

CALABASAS CA 91302

Regular City Council Meeting **7. 9.**

Meeting Date: 04/28/2016

Information

Agenda Item

Ordinance - 2nd Reading - Planning: Consider Ordinance 2016-O0059 annexing 338.349 acres adjacent to the City limits located in Sections 39, Block D, L&SV Railroad Company Survey, Abstract 6, Section 38, Block D, L&SV Railroad Company Survey, Abstract 856, and Section 40 Block D, L&SV Railroad Company Survey, Abstract 717, in Lubbock County, Texas; generally located south of CR 5800, east of Avenue P, north of CR 5900, and west of the current City limits running along Ash Avenue; adopting a service plan and establishing an effective date.

Item Summary

On April 14, 2016, the City Council approved the first reading of the ordinance.

The City Council passed a Resolution on January 14, 2016, acknowledging the Annexation and Growth Advisory Committee's recommendation and directed city staff to begin the process of annexation for this area.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
The Annexation and Growth Advisory Committee

Attachments

Ordinance - Annexation Monsanto
Exhibit B - North Municipal Service Plan
Annexation Tract
Annexation North Map - Monsanto

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF LAND TO THE CITY OF LUBBOCK, TEXAS, WHICH AREA IS DESCRIBED HEREIN AS 338.349 ACRES ADJACENT TO THE CITY LIMITS LOCATED IN SECTIONS 39, BLOCK D, L&SV RAILROAD COMPANY SURVEY, ABSTRACT 6, SECTION 38, BLOCK D, L&SV RAILROAD COMPANY SURVEY, ABSTRACT 856, AND SECTION 40, BLOCK D, L&SV RAILROAD COMPANY SURVEY, ABSTRACT 717, IN LUBBOCK COUNTY, TEXAS AND IS ADJACENT TO AND ABUTS THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS, WHICH CONTAINS FEWER THAN 100 SEPARATE TRACTS OF LAND ON WHICH ONE OR MORE RESIDENTIAL DWELLINGS ARE LOCATED ON EACH TRACT; PROVIDING FOR THE ADOPTION OF A SERVICE PLAN IN THIS ORDINANCE; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the area described in Section 1 herein is an area determined by the City Council to be considered for annexation (the "Area"); and

WHEREAS, the City Council finds that there are fewer than 100 separate tracts of land on which one or more residential dwellings are located in the Area to be annexed; and

WHEREAS, all required notices, including written notice of intent to annex said Area to each property owner, each public entity and each railroad company within said Area as required by Section 43.062, Subchapter C-1 of Texas Local Government Code, have been made in accordance with applicable law; and

WHEREAS, the City Council of the City of Lubbock conducted two public hearings as required by Section 43.063 of Texas Local Government Code on March 8, 2016 at 10:00 a.m. and March 10, 2016 at 5:30 p.m.; and

WHEREAS, the City Council received input and comment from affected property owners at each public hearing; and

WHEREAS, the City has prepared a service plan for the Area in accordance with Sections 43.056 and 43.056 (b) - (o) of the Texas Local Government Code which service plan was made available to the public and explained at the scheduled public hearing; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to annex said Area into the City of Lubbock; NOW THEREFORE:

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

SECTION 1. THAT the Area hereinafter described and which is further described on the map attached hereto as Exhibit A and incorporated herein for all intents and purposes, which abuts and is adjacent to the existing corporate limits of the City of Lubbock, Texas, BE

and the same is hereby ANNEXED to, and included within the corporate limits of the City of Lubbock, Texas.

DESCRIPTION OF ANNEXED AREA

METES AND BOUNDS DESCRIPTION of a 338.349 acre tract of land located in Sections 39, Block D, L&SV Railroad Company Survey, Abstract 6, Section 38, Block D, L&SV Railroad Company Survey, Abstract 856, and Section 40 Block D, L&SV Railroad Company Survey, Abstract 717, all in Lubbock County, Texas, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found at the Northwest corner of said Section 39, from which a found 1/2" iron rod bears N. 86°48' E. a distance of 3.62 feet;

THENCE S. 88°28'45" E., along the North line of said Section 39, at 2643.75 feet pass a 3/8" iron rod found, continuing at 4086.02 feet pass a railroad spike found in the West right-of-way line of Interstate Highway 27, continuing at 4585.74 feet pass a 1/2" iron rod with cap marked "STEVENS RPLS 4339" found in the East right-of-way line of said Interstate Highway 27 . continuing at 5266 .54 feet pass a 1/2" iron rod with cap marked "STEVENS RPLS 4339" found in the West right-of-way line of the BNSF Railway Company as described in Volume 30, Page 362, Deed Records of Lubbock County, continuing for a total distance of 5366.54 feet to a point in the East right-of-way line of said railroad and in the West line of said Section 38 and the East line of said Section 39, and in the West line of that tract described in County Clerk 's File Number 2012000654 ;

THENCE N. 01°38'15" E., along the East right-of-way line of said railroad and in the West line of said Section 38 and the East line of said Section 39 and the West line of said tract described in County Clerk 's File Number 2012000654 a distance of 2.19 feet to a point in the North line of said Section 39 and the South line of Section 35 . L&SV Railroad Company Survey, Abstract 75, Lubbock County , Texas for the Northwest corner of said tract described in County Clerk 's File Number 2012000654 :

THENCE S. 88°44'36" E., along the North line of said Section 38 and the South line of said Section 35 and the North line of said tract described in County Clerk's File Number 2012000654 a distance of 483.20 feet to a point for the Northwest corner of that 310.863 acre tract described in City of Lubbock Ordinance Number 2005-O0063 and the Northeast corner of this tract;

THENCE Southwesterly, along the West line of said 310.863 acre tract, along a curve to the right, said curve having a radius of 1223.24 feet, a central angle of 33°10'51", a chord bearing of S. 10°02'54" W., a chord distance of 698.54 feet to a point of intersection;

THENCE S. 26°37'44" W., continuing along the West line of said 310.863 acre tract, a distance of 574.39 feet to a point of intersection;

THENCE Southwesterly, continuing along the West line of said 310.863 acre tract, along a curve to the left, said curve having a radius of 1482.39 feet , a central angle of 25°00'00", a chord bearing of S. 14°03'38" W., a chord distance of 639.98 feet to a point of intersection ;

THENCE S. 01°44'07" W.. continuing along the West line of said 310.863 acre tract a distance of 343.52 feet to a point of intersection:

THENCE Southwesterly. continuing along the West line of said 310.863 acre tract, along a curve to the right, said curve having a radius of 2814.99 feet, a central angle of 09°15'25". a chord bearing of S. 06°18'42" W., a chord distance of 454.31 feet to a point;

THENCE N. 88°36'31" W., along the South line of the North Half of said Section 39, at 5315.11 feet pass the West line of said Section 39 and the East line of said Section 40, continuing for a total distance of 5370.11 feet to a point for the Southwest corner of this tract;

THENCE N. 01°19'20" E.. 55.00 feet West of and parallel with the East line of said Section 40 a distance of 2639.48 feet to a point in the North line of said Section 40 for the Northwest corner of this tract;

THENCE S. 88°39'20" E., along the North line of said Section 40 a distance of 55.00 feet to the Point of Beginning.

SECTION 2. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTON 3. THAT the City Council hereby declares it to be its purpose to annex to the City of Lubbock every part of the Area described in Section 1 of this Ordinance, regardless of whether any part of such described Area is not hereby effectively annexed to the City. Should this Ordinance for any reason be ineffective as to any part or parts of the Area hereby annexed to the City of Lubbock for full purposes, the ineffectiveness of this Ordinance as to any such part or parts shall not affect the effectiveness of this Ordinance as to the remainder of such Area.

SECTION 4. THAT the City Engineer is hereby authorized and directed to correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 5. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 6. 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 7. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading 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:

_____
Chad Weaver, City Attorney

vw:ccdocs/Ord.Annex-Monsanto
April 5, 2016

Exhibit B

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 2, located at 1515 East Ursuline Street. Station No. 2 is approximately 8 miles from the proposed annexation with an approximate response time of 10 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation with a less than desirable response time. Adding an additional fire station to cover this area is a challenge without further development for justification. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

Services to be Provided: The Police Department mission and purpose is to protect people and property; maintain social order by conducting criminal investigations and enforcing laws governing public health, order, and decency. The Police Department will extend the following services to the newly annexed area:

- Preventive patrol, traffic enforcement, and timely response to calls for service.
- Investigate crimes, arrests offenders, and assists in criminal prosecutions.
- Provide crime analysis, coordinate with any new neighborhood groups, enforce the alarm ordinance, and assume responsibility for the registering and monitoring of sex offenders.
- Maintain and disseminate records and documents of activities in the area.
- Enforce municipal ordinances that address physical signs of urban blight and social disorder.

Although spreading current resources of manpower out further, these services can be provided within the current budget to the annexed area and should have minimal impact going into future budgets.

CITY SECRETARY

Existing Services: None

Services to be Provided: Administration of Municipal Election services.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable codes which regulate building construction within the City of Lubbock.

It is anticipated that such services can be provided with current personnel and within the current budget appropriation. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

PLANNING AND ZONING

Existing Services: The City of Lubbock Subdivision Ordinance and Sign Code regulations extend into the ETJ.

Services to be Provided: The Planning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. As Lubbock continues to grow, so does the need for long range planning in order to better serve the community. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

GIS AND DATA SERVICES

Existing Services: None

Services to be Provided: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for changes to voting precincts (if any) and other elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses and street names, to Stormwater Management for impervious surfaces and to Police and Fire for updated information for 911 Dispatch. The updated information will be reflected on the GIS website for use by the public.

These services can be provided within the department's current budget.

LIBRARY

Existing services: Free library use privileges are currently available to anyone residing in this area, as part of an agreement with Lubbock County.

Services to be Provided: These services will continue to be provided upon annexation.

CODE ADMINISTRATION/ENVIRONMENTAL HEALTH DEPARTMENTS

Existing Services: None

Services to be Provided: The City of Lubbock's Code Administration/Environmental Health Departments will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration/Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ANIMAL SERVICES

Existing Services: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

Services to be Provided: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

STREET

Existing Services: Lubbock County Public Works

Services to be Provided: In accordance with the Master Thoroughfare Plan, the proposed annexation area will add approximately 2 centerline miles of thoroughfare roadways to the City's infrastructure. As development occurs, the City's current policies require the City to design and build thoroughfares. Capital projects may be required in the future to provide adequate funding to support this anticipated growth. The timing of

these improvements would be contingent on available funding and growth patterns in these areas.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

STORM WATER MANAGEMENT

Existing Services: City maintains jurisdiction of playa lakes within the ETJ.

TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

Services to be Provided: As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Storm Water staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections).
TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and compliance of these existing facilities will now be the responsibility of the Stormwater Staff.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: Upon annexation two existing signs will need to be upgraded to city standards and one new sign will be installed. Current budget and staff are sufficient to provide these signs, poles, and bases. After annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be

provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

WATER AND SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Water and Sewer:

a) Water and sewer are not readily available in a majority of areas proposed for annexation.
b) Availability of water and sewer prior to or beyond the extension of a capital improvements project is at the request and expense of the developer, and shall be provided within current policies and ordinances of the City (see below for explanation of pro-rata charges.
c) Water and sewer for domestic and commercial use, when installed will be available at approved City rates.
d) Water for fire protection will be available through lines only after main extensions through a capital improvements project or development has occurred. Water in fire truck pumpers or in relay from existing sources will be used for fire suppression until that time for existing structures.

Pro-Rata Charges

Chapter 22.05 of the Code of Ordinances, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as “pro-rata” and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid.

When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. The pro-rata charges include $15.00 per front foot of lot or tract to be serviced for sewer and $12.00 for water, unless the actual extension cost is greater, then the charge is per actual cost.

When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Ordinance 22.05 specifies other items including:

a) pro-rata on property already platted, and extension of services,
b) pro-rata and extensions to property being platted,
c) sizes of lines and meter sizes,
d) location for service connection,
e) deposits, charges, refunds,
f) cost of large mains may be partially paid by City, and other considerations,

g) when the City Council can declare a health hazard and install mains at public expense.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Collection department should experience minimal impact since this proposed annexation will be for industrial type uses.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas.

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

LAND SURVEYORS
CIVIL ENGINEERS

METES AND BOUNDS DESCRIPTION of a 338.349 acre tract of land located in Sections 39, Block D, L&SV Railroad Company Survey, Abstract 6, Section 38, Block D, L&SV Railroad Company Survey, Abstract 856, and Section 40 Block D, L&SV Railroad Company Survey, Abstract 717, all in Lubbock County, Texas, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found at the Northwest corner of said Section 39, from which a found 1/2" iron rod bears N. 86°48' E. a distance of 3.62 feet;

THENCE S. 88°28'45" E., along the North line of said Section 39, at 2643.75 feet pass a 3/8" iron rod found, continuing at 4086.02 feet pass a railroad spike found in the West right-of-way line of Interstate Highway 27, continuing at 4585.74 feet pass a 1/2" iron rod with cap marked "STEVENS RPLS 4339" found in the East right-of-way line of said Interstate Highway 27, continuing at 5266.54 feet pass a 1/2" iron rod with cap marked "STEVENS RPLS 4339" found in the West right-of-way line of the BNSF Railway Company as described in Volume 30, Page 362, Deed Records of Lubbock County, continuing for a total distance of 5366.54 feet to a point in the East right-of-way line of said railroad and in the West line of said Section 38 and the East line of said Section 39, and in the West line of that tract described in County Clerk's File Number 2012000654;

THENCE N. 01°38'15" E., along the East right-of-way line of said railroad and in the West line of said Section 38 and the East line of said Section 39 and the West line of said tract described in County Clerk's File Number 2012000654 a distance of 2.19 feet to a point in the North line of said Section 39 and the South line of Section 35, L&SV Railroad Company Survey, Abstract 75, Lubbock County, Texas for the Northwest corner of said tract described in County Clerk's File Number 2012000654;

THENCE S. 88°44'36" E., along the North line of said Section 38 and the South line of said Section 35 and the North line of said tract described in County Clerk's File Number 2012000654 a distance of 483.20 feet to a point for the Northwest corner of that 310.863 acre tract described in City of Lubbock Ordinance Number 2005-O0063 and the Northeast corner of this tract;

THENCE Southwesterly, along the West line of said 310.863 acre tract, along a curve to the right, said curve having a radius of 1223.24 feet, a central angle of 33°10'51", a chord bearing of S. 10°02'54" W., a chord distance of 698.54 feet to a point of intersection;

THENCE S. 26°37'44" W., continuing along the West line of said 310.863 acre tract, a distance of 574.39 feet to a point of intersection;

THENCE Southwesterly, continuing along the West line of said 310.863 acre tract, along a curve to the left, said curve having a radius of 1482.39 feet, a central angle of 25°00'00", a chord bearing of S. 14°03'38" W., a chord distance of 639.98 feet to a point of intersection;

THENCE S. 01°44'07" W., continuing along the West line of said 310.863 acre tract a distance of 343.52 feet to a point of intersection;

THENCE Southwesterly, continuing along the West line of said 310.863 acre tract, along a curve to the right, said curve having a radius of 2814.99 feet, a central angle of 09°15'25", a chord bearing of S. 06°18'42" W., a chord distance of 454.31 feet to a point;

THENCE N. 88°36'31" W., along the South line of the North Half of said Section 39, at 5315.11 feet pass the West line of said Section 39 and the East line of said Section 40, continuing for a total distance of 5370.11 feet to a point for the Southwest corner of this tract;

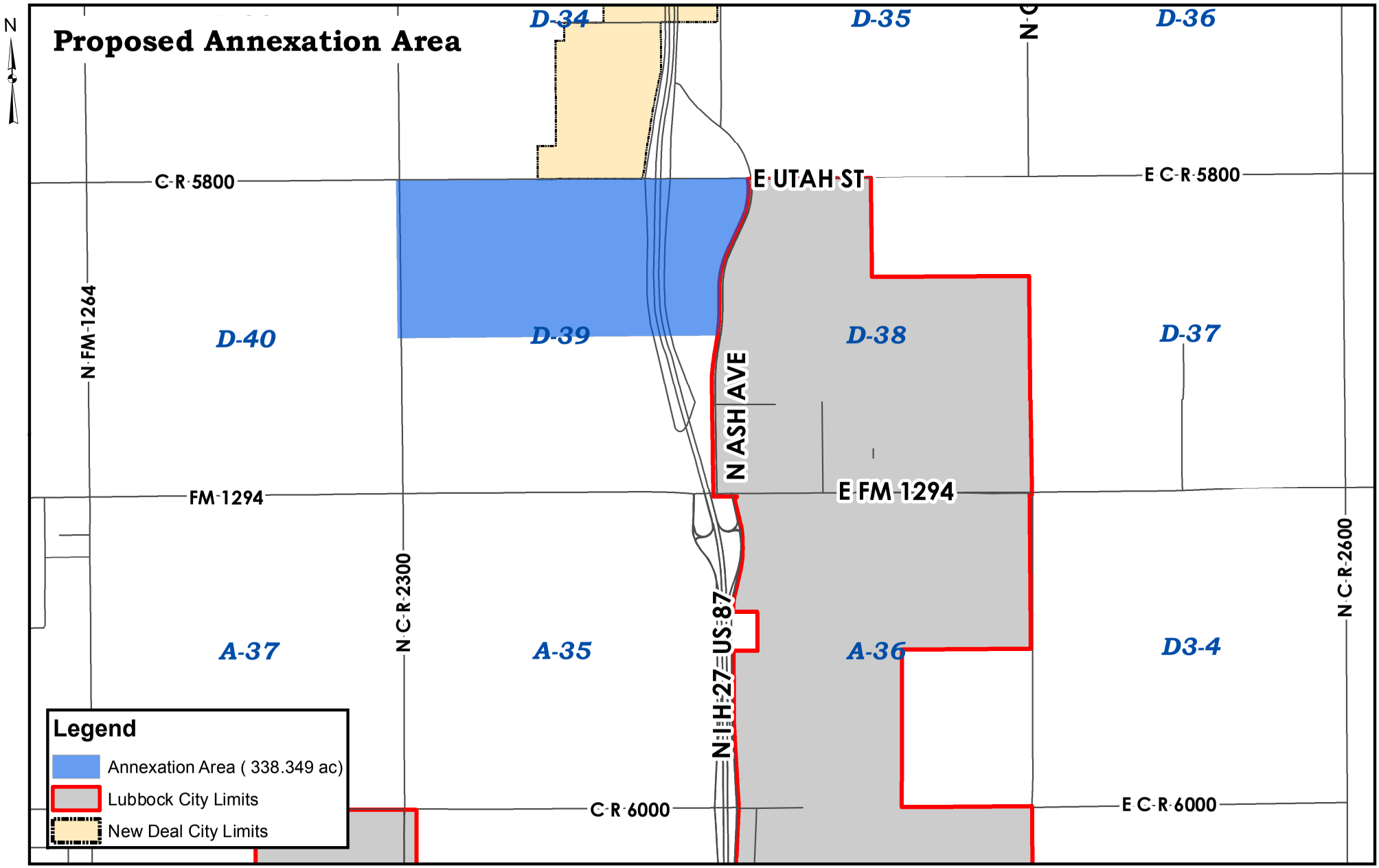
THENCE N. 01°19'20" E., 55.00 feet West of and parallel with the East line of said Section 40 a distance of 2639.48 feet to a point in the North line of said Section 40 for the Northwest corner of this tract;

THENCE S. 88°39'20" E., along the North line of said Section 40 a distance of 55.00 feet to the Point of Beginning.

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Description prepared
February 19, 2016

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



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City of Lubbock TEXAS

Regular City Council Meeting **7. 10.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute agreements in lieu of annexation pursuant to Section 212.127 of the Texas Local Government Code or Section 43.035 of the Texas Local Government Code, as applicable, with each eligible property owner located in the area of a proposed annexation containing approximately 2,393 acres generally located between one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the existing southern City limits to approximately 660 feet south of CR 7500; said authorization to be effective only upon the affirmative vote of the City Council to annex an area that contains the property subject to an agreement in lieu of annexation.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Annexation Development Agreement

RESOLUTION

WHEREAS, the City Council by Resolution No. 2016-R0026 on January 14, 2016 directed city staff to prepare a survey and a service plan and to draft development agreements for property owners in reference to a proposed annexation; and

WHEREAS, the proposed area subject to annexation was generally described as 2,394 acres located between one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the existing southern city limits to approximately 660 feet south of CR 7500 (the "proposed annexed area"); and

WHEREAS, notice was sent to the property owners in the proposed annex area, as required by Chapter 43 of the Texas Local Government Code, and two public hearings were conducted by the City Council on March 8 and March 10, 2016 all pursuant to state law; and

WHEREAS, the City Council received input and comment from affected property owners at each public hearing; and

WHEREAS, the City of Lubbock on or about March 3, 2016 mailed, by certified mail return receipt requested, an offer to make a development agreement to each property owner of agriculturally exempt property in the proposed annexed area as required by Section 43.035 of the Texas Local Government Code; and

WHEREAS, the City Council finds that each property owner of agriculturally exempt property as determined by the Lubbock Central Appraisal District has been offered an agreement pursuant to Section 43.035 of the Texas Local Government Code and that each owner has either accepted the offer or has rejected the offer; and

WHEREAS, on March 28, 2016, the City Council by Resolution No. 2016-R0122 authorized the City Manager and staff to offer agreements in lieu of annexation as allowed under Section 212.172 of the Texas Local Government Code to all eligible property owners in the proposed annexed area for a twenty (20) year term; and

WHEREAS, such an agreement is effective only if the area that is the subject of the agreement is affirmatively annexed by the City Council; and

WHEREAS, the City Council finds it to be in the public interest to authorize the Mayor to execute said agreements if the City Council affirmatively votes to annex an area that contains the property subject to the agreement; NOW THEREFORE;

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock each agreement, attached hereto as Exhibit "A", pursuant to Section 212.172 or Section 43.035 of the Texas Local Government Code, as an agreement in

lieu of annexation, conditioned upon the affirmative vote of the City Council to annex an area in which the property subject to said agreement is included.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis, City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

ccdocs/RES.Annexation-Development Agreement

Regular City Council Meeting **7. 11.**

Meeting Date: 04/28/2016

Information

Agenda Item

Ordinance - 2nd Reading - Planning: Consider Ordinance 2016-O0054 annexing 2,393 acres adjacent to the city limits located generally between an area described as one-half mile east of CR 2200 (University Avenue) and approximately CR 1700 (Milwaukee Avenue), from the exiting southern City limits to approximately 660 feet south of CR 7500; adopting a service plan and establishing an effective date.

Item Summary

On April 14, 2016, the City Council approved the first reading of the ordinance.

The City Council passed a Resolution on January 14, 2016, acknowledging the Annexation and Growth Advisory Committee's recommendation and directed city staff to begin the process of annexation for this area.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
The Annexation and Growth Advisory Committee

Attachments

Ordinance - South Annexation
Exhibit B - South Service Plan
Annexation - Description
Annexation - South Map

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF LAND TO THE CITY OF LUBBOCK, TEXAS, WITH SAID AREA BEING DESCRIBED HEREIN AS APPROXIMATELY 2,393 ACRES (LESS THOSE PARCELS IDENTIFIED IN EXHIBIT "C") ADJACENT TO THE CITY LIMITS GENERALLY LOCATED ONE-HALF MILE EAST OF CR 2200 (UNIVERSITY AVENUE) AND APPROXIMATELY CR 1700 (MILWAUKEE AVENUE) FROM THE EXISTING SOUTHERN CITY LIMITS TO APPROXIMATELY 660 FEET SOUTH OF CR 7500, IN LUBBOCK COUNTY, TEXAS AND MORE SPECIFICALLY IDENTIFIED IN EXHIBIT "A"; AND IS ADJACENT TO AND ABUTS THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; WHICH CONTAINS FEWER THAN 100 SEPARATE TRACTS OF LAND ON WHICH ONE OR MORE RESIDENTIAL DWELLINGS ARE LOCATED ON EACH TRACT; EXCLUDING PROPERTIES SUBJECT TO AGREEMENTS IN LIEU OF ANNEXATION; PROVIDING FOR THE ADOPTION OF A SERVICE PLAN IN THIS ORDINANCE; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the area described in Section 1 herein is an area determined by the City Council of the City of Lubbock (the "City Council") to be considered for annexation (the "Area"); and

WHEREAS, the City Council finds that there are fewer than one hundred (100) separate tracts of land on which one (1) or more residential dwellings are located in the Area; and

WHEREAS, all required notices, including written notice of intent to annex the Area to each property owner, each public entity, and each railroad company within the Area, as required by Section 43.062, Subchapter C-1 of Texas Local Government Code, have been made in accordance with applicable law; and

WHEREAS, all required notices to each public school district in the Area were sent as required by Section 43.905 of the Texas Local Government Code; and

WHEREAS, the City Council conducted two public hearings on March 8, 2016 at 10:00 a.m. and March 10, 2016 at 5:30 p.m., as required by Section 43.063 of Texas Local Government Code; and

WHEREAS, the City Council received input and comment from affected property owners at each public hearing; and

WHEREAS, City staff prepared a service plan for the Area in accordance with Sections 43.065 and 43.056 (b)-(o) of the Texas Local Government Code, with said service plan providing for full municipal services to the Area and being made available and explained to the public at the scheduled public hearings; and

WHEREAS, City staff, on or about March 3, 2016, by certified mail return receipt requested, mailed an offer to make a development agreement to each property owner of land within the Area that is subject to an agricultural use, timber land, or wildlife management ad valorem tax exemption, as determined by the Lubbock Central Appraisal District, as required by Section 43.035 of the Texas Local Government Code; and

WHEREAS, the City Council finds that each property owner of land within the Area that is subject to an agricultural use, timber land, or wildlife management ad valorem tax exemption has been offered a development agreement pursuant to Section 43.035 of the Texas Local Government Code, and that each owner has either accepted or rejected the offer to make a development agreement; and

WHEREAS, on March 28, 2016, by Resolution No. 2016-R0122, the City Council authorized the City Manager and City staff to offer agreements in lieu of annexation to all eligible property owners in the Area for a twenty (20) year term, as allowed under Section 212.172 of the Texas Local Government Code; and

WHEREAS, the development agreements in lieu of annexation offered by the City under Section 43.035 or Section 212.172 of the Texas Local Government Code, are effective only if the area including the property that is the subject of the agreement is affirmatively annexed by the City Council; and

WHEREAS, the City Council finds that an offer to make a development agreement in lieu of annexation under Section 43.035 or Section 212.172 of the Texas Local Government Code has been made to the owners of all eligible properties within the Area to be annexed pursuant to this Ordinance; and

WHEREAS, the City Council, by prior action, has approved certain development agreements in lieu of annexation executed by eligible property owners within the Area; and

WHEREAS, under any of the City Council's previously approved development agreements in lieu of annexation between an eligible property owner and the City, the property that is the subject of the agreement in lieu of annexation shall retain its extraterritorial status and the owner of such property must abide by the City's development regulations as if such property were within the City limits, as provided further in such agreement; and

WHEREAS, the land which is adjacent or contiguous to an area that is subject to a development agreement in lieu of annexation is considered adjacent or contiguous to the City for the purposes of annexation; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to annex the Area into the City of Lubbock; **NOW THEREFORE,**

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

SECTION 1. THAT the Area hereinafter described, and which is further described on the map attached hereto as Exhibit A and incorporated herein for all intents and purposes, which abuts and is adjacent to the existing corporate limits of the City of Lubbock, Texas, save and except those parcels described in Exhibit "C" which are subject to agreements in lieu of annexation, **BE** and the same is hereby **ANNEXED** to, and included within the corporate limits of the City of Lubbock, Texas.

SECTION 2. THAT the service plan, attached hereto as Exhibit "B" and incorporated herein by reference for all purposes, was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTON 3. THAT the City Council hereby declares it to be its purpose to annex to the City of Lubbock every part of the Area described in Section 1 of this Ordinance (save and except those parcels described in Exhibit "C"), regardless of whether any part of the Area is not hereby effectively annexed to the City. Should this Ordinance for any reason be ineffective as to any part or parts of the Area hereby annexed to the City of Lubbock for full purposes, the ineffectiveness of this Ordinance as to any such part or parts shall not affect the effectiveness of this Ordinance as to the remainder of the Area.

SECTION 4. THAT the City Engineer is hereby authorized and directed to correct the map of the City of Lubbock by adding thereto the Area annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 5. THAT should any property be entirely surrounded by the Area and not be included within the City of Lubbock, the City Council herein affirmatively finds that surrounding the property is in the public interest and that the City of Lubbock and its governing body have fully complied with Section 43.057 of the Texas Local Government Code.

SECTION 6. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 7. 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 8. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading 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:

_____
Chad Weaver, City Attorney

vw:ccdocs/Ord Annex-Southern Annexation
April 7, 2016

Exhibit B

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 16, located at 4030 114th Street, Station 19 located at 5826 98th Street, and Station No. 14 located at 2402 96th Street. Station No. 16 is approximately 2 miles from the proposed annexation with an approximate response time of 5 to 6 minutes. Station 19 is approximately 3 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Station No. 14 is approximately 3 miles from the proposed annexation with an approximate response time of 8 to 9 minutes. Fire suppression activities can be afforded to the annexed area within current appropriation with a less than desirable response time. As these areas are developed an additional fire station(s) will be considered. Fire Prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

Services to be Provided: The Police Department mission and purpose is to protect people and property; maintain social order by conducting criminal investigations and enforcing laws governing public health, order, and decency. The Police Department will extend the following services to the newly annexed area:

- Preventive patrol, traffic enforcement, and timely response to calls for service.
- Investigate crimes, arrests offenders, and assists in criminal prosecutions.
- Provide crime analysis, coordinate with any new neighborhood groups, enforce the alarm ordinance, and assume responsibility for the registering and monitoring of sex offenders.
- Maintain and disseminate records and documents of activities in the area.
- Enforce municipal ordinances that address physical signs of urban blight and social disorder.

Although spreading current resources of manpower out further, these services can be provided within the current budget to the annexed area. However as more houses and businesses begin filling in the vast area of the annexation in the next couple of years, it will be a necessity to increase staffing levels and associated equipment requirements in the Field Services Bureau and Investigations Services Bureau causing an increase in the budgets from FY16-17 and beyond. Additionally, a substation in the South or Southwest part of Lubbock will become a necessity to accommodate increased staffing and access by the citizens in that area of the city for better customer service.

CITY SECRETARY

Existing Services: None

Services to be Provided: Administration of Municipal Election services.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable codes which regulate building construction within the City of Lubbock.

It is anticipated that such services can be provided with current personnel and within the current budget appropriation. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

PLANNING AND ZONING

Existing Services: The City of Lubbock Subdivision Ordinance regulations extend into the ETJ.

Services to be Provided: The Planning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. As Lubbock continues to grow, so does the need for and importance of long range planning in order to better serve the community. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

GIS AND DATA SERVICES

Existing Services: None

Services to be Provided: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City

Secretary for changes to voting precincts (if any) and other elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses and street names, to Stormwater Management for impervious surfaces and to Police and Fire for updated information for 911 Dispatch. The updated information will be reflected on the GIS website for use by the public.

These services can be provided within the department's current budget.

LIBRARY

Existing services: Free library use privileges are currently available to anyone residing in this area, as part of an agreement with Lubbock County.

Services to be Provided: These services will continue to be provided upon annexation.

CODE ADMINISTRATION/ENVIRONMENTAL HEALTH DEPARTMENTS

Existing Services: None

Services to be Provided: The City of Lubbock's Code Administration/Environmental Health Departments will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration/Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ANIMAL SERVICES

Existing Services: None. Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office.

Services to be Provided: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation, but response times may increase.

STREET

Existing Services: Lubbock County Public Works currently maintains the county roads.

Services to be Provided: In accordance with the Master Thoroughfare Plan, the proposed annexation area will add approximately 8 centerline miles of thoroughfare

roadways to the City's infrastructure. As development occurs, the City's current policies require the City to design and build thoroughfares. Capital projects may be required in the future to provide adequate funding to support this anticipated growth. The timing of these improvements would be contingent on available funding and growth patterns in these areas.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

STORM WATER MANAGEMENT

Existing Services: City maintains jurisdiction of playa lakes within the ETJ.

TCEQ (Texas Commission on Environmental Quality) has jurisdiction of enforcement and compliance with stormwater related permits outside the City limits.

Services to be Provided: As land is developed, developers will provide plans for addressing the conveyance of storm water drainage. The Storm Water staff will review the drainage plans for compliance with the current drainage regulations and policies. Any major improvements for conveyance will be inspected for compliance by the city staff at time of completion. Additionally, as land is developed and building permits are requested, Storm Water staff reviews each permit request for compliance with the Chapters 22 (City's Stormwater permit) and Chapter 30 (Lakes and Floodplains) of the City Code. After permit issuance, inspections of the construction sites are to ensure compliance with the City Code and state regulations. Depending on the type and intensity of development within the annexed area, the need for additional personnel and budget appropriations may be needed to provide adequate customer service (development and permit review and inspections).
TCEQ Stormwater permit holders will be transitioned from TCEQ oversight to City of Lubbock oversight, i.e. inspection and compliance of these existing facilities will now be the responsibility of the Storm Water Staff.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: Upon annexation approximately twenty-four (24) signs will be upgraded to city standards, thirty (30) new signs will be installed, and ten miles of

painted lane lines and pavement markings will be maintained. Current budget and staff are sufficient to provide these services. After annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

WATER AND SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Water and Sewer:

a) Water and sewer are not readily available in a majority of areas proposed for annexation.
b) Major main extensions to these areas will need to be considered by City Council for future capital improvements projects to service these areas. County Road 7450 will need fire protection through a capital improvements project within 2.5 years of annexation. Up to three fire hydrants will be provided within one-half mile west of County Road 2200 (University Avenue) as required for adequate fire protection.
   126th Street will need fire protection through a capital improvements project within 2.5 years of annexation. Up to three fire hydrants will be provided within one-half mile west of Chicago Avenue as required for adequate fire protection.
   134th Street and 138th Street will need fire protection through a capital improvements project within 2.5 years of annexation. Up to three fire hydrants will be provided within one-half mile between Frankford Avenue and Chicago Avenue as required for adequate fire protection.
   Water for fire protection prior to the extension of water lines from the City on County Road 7450, 126th Street, 134th Street, 138th Street, and any other area will need to be provided through pump trucks.
c) Availability of water and sewer prior to or beyond the extension of a capital improvements project is at the request and expense of the developer, and shall be provided within current policies and ordinances of the City (see below for explanation of pro-rata charges.
d) Water and sewer for domestic and commercial use, when installed will be available at approved City rates.
e) Water for fire protection will be available through lines only after main extensions through a capital improvements project or development has occurred. Water in fire truck pumpers or in relay from existing sources will be used for fire suppression until that time for existing structures.

Pro-Rata Charges

Chapter 22.05 of the Code of Ordinances, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as "pro-rata" and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid.

When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. The pro-rata charges include $15.00 per front foot of lot or tract to be serviced for sewer and $12.00 for water, unless the actual extension cost is greater, then the charge is per actual cost.

When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Ordinance 22.05 specifies other items including:

a) pro-rata on property already platted, and extension of services,
b) pro-rata and extensions to property being platted,
c) sizes of lines and meter sizes,
d) location for service connection,
e) deposits, charges, refunds,
f) cost of large mains may be partially paid by City, and other considerations,
g) when the City Council can declare a health hazard and install mains at public expense.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. Since it is expected that immediate development will not occur, impact to services has been determined to be gradual. Additional driver and equipment can be projected when 1,000 residential unit structures are occupied, and an increase in staffing and equipment will be needed as development continues within this proposed annexation and exceeds route collection averages.

MISCELLANEOUS

In addition to the services listed above, the City will provide full municipal services to the Annexation Area commensurate with the levels of services provided in other parts of the City except if differences in topography, land use, and population density constitute a sufficient basis for providing different levels of service, not later than two and one-half years after the effective date of the full-purpose annexation. If full municipal services cannot be reasonably provided within the aforementioned time period, the City will propose a schedule for providing said services within a period of four and one-half years after the effective date of the annexation, and/or upon commencement of development of a subdivision within this property, whichever occurs later.

“Full municipal services” are services provided by the annexing municipality within its full-purpose boundaries, excluding gas or electrical service. The City shall provide the services by any of the methods, policies, and ordinances by which it extends the services to any other area of the City. Accordingly, there may be costs incurred by the user in order to access certain services.

DESCRIPTION FOR ANNEXATION

A tract of land containing approximately 2,393 acres:

BEGINNING at a point in the South line of Section 9, Block AK, Abstract 161, same being the Southeast plat limits of Lots 137-186, Windsor Park subdivision as recorded in Volume 9268, Page 150, Official Public Records of Lubbock County, which point bears S 87°34'54" E a distance of 18.50 feet from the Southwest corner of said Section 9;

THENCE N. 01°53'52" E., along said plat limits and the East line of a 20-foot alley a distance of 4625.56 feet to a point in the present City Limits as established by Ordinance No. 2008-O0104;

THENCE S. 88°13'34" E., along said line of Ordinance No. 2008-O0104, 660 feet South of and parallel with the North line of said Section 9 a distance of 1468.67 feet to a point;

THENCE N. 01°50'32" E., continuing along said line of Ordinance No. 2008-O0104, a distance of 605.00 feet to a point;

THENCE S. 88°13'19" E., continuing along said line of Ordinance No. 2008-O0104, 55 feet South of and parallel with the North line of said Section 9 a distance of 1373.27 feet to a point;

THENCE S. 01°52'35" W., continuing along said line of Ordinance No. 2008-O0104 a distance of 605.00 feet to a point in the present City Limits as established by Ordinance No. 2014-O0147;

THENCE N. 88°17'24" W., continuing along said line of Ordinance No. 2014-O0147 a distance of 19.91 feet to a point;

THENCE S. 01°52'53" W., continuing along said line of Ordinance No. 2014-O0147 a distance of 975.62 feet to a point;

THENCE N. 88°12'27" W., continuing along said line of Ordinance No. 2014-O0147 a distance of 1352.34 feet to a point;

THENCE S. 01°50'32" W., continuing along said line of Ordinance No. 2014-O0147 a distance of 3648.05 feet to a point;

THENCE S. 88°18'08" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 1659.72 feet to a point;

THENCE N. 01°53'35" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 656.78 feet to a point;

THENCE S. 88°06'43" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 329.93 feet to a point;

THENCE N. 01°52'42" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 957.57 feet to a point;

THENCE S. 88°06'47" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 660.18 feet to a point;

THENCE N. 01°53'06" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 1650.17 feet to a point;

THENCE N. 88°07'02" W., continuing along said line of Ordinance No. 2014-O0147 a distance of 660.47 feet to a point;

THENCE N. 01°53'58" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 989.92 feet to a point;

THENCE S. 88°07'46" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 660.22 feet to a point;

THENCE N. 01°53'06" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 284.85 feet to a point;

THENCE N. 88°13'03" W., continuing along said line of Ordinance No. 2014-O0147 a distance of 389.91 feet to a point;

THENCE N. 01°48'11" E., continuing along said line of Ordinance No. 2014-O0147 a distance of 83.46 feet to a point in the present city limits as established by said Ordinance No. 2008-O0104;

THENCE S. 88°34'22" E., along said line of Ordinance No. 2008-O0104 a distance of 1050.54 feet to a point;

THENCE N. 01°50'36" E., continuing along said line of Ordinance No. 2008-O0104 a distance of 660.04 feet to a point in the North line of Section 8, Block AK and the South line of Section 24, Block E-2, Lubbock County, Texas;

THENCE N. 88°47'01" W., along the North line of said Section 8 and the South line of said Section 24, continuing along said line of Ordinance No. 2014-O0147 a distance of 5.69 feet to a point;

THENCE N. 01°39'35" E., continuing along said line of Ordinance No. 2008-O0104 a distance of 1663.64 feet to a point;

THENCE N. 88°44'14" W., continuing along said line of Ordinance No. 2014-O0147 a distance of 605.00 feet to a point;

THENCE N. 01°39'35" E., continuing along said line of Ordinance No. 2008-O0104 a distance of 1310.92 feet to a point in the present city limits as established by Ordinance No. 2014-O0150;

THENCE S. 88°45'59" E., continuing along said line of Ordinance No. 2014-O0150 a distance of 2626.80 feet to a point in the East right-of-way line of Chicago Avenue;;

THENCE S. 01°43'10" W., along said right-of-way line a distance of 1728.05 feet to a point;

THENCE S. 88°45'14" E., along the North line of a 20-foot alley a distance of 2299.70 feet to a point in the present city limits as established by Ordinance No. 2005-O0067;

THENCE S. 01°45'16" W., along said line of Ordinance No. 2005-O0067 a distance of 721.43 feet to a point;

THENCE N. 88°14'44" W., continuing along said line of Ordinance No. 2005-O0067 a distance of 360.00 feet to a point;

THENCE S. 01°45'16" W., continuing along said line of Ordinance No. 2005-O0067 a distance of 527.00 feet to a point in the present city limits as established by Ordinance No. 2014-O0149;

THENCE N. 88°47'01" W., along said line of Ordinance No. 2014-O0149 a distance of 1975.92 feet to a point;

THENCE S. 01°48'18" W., continuing along said line of Ordinance No. 2014-O0149 a distance of 3259.54 feet to a point;

THENCE S. 88°50'13" E., continuing along said line of Ordinance No. 2014-O0149 a distance of 2641.13 feet to a point;

THENCE N. 01°42'51" E., continuing along said line of Ordinance No. 2014-O0149 a distance of 2597.03 feet to a point in the present city limits as established by Ordinance No. 2005-O0067;

THENCE S. 88°15'06" E., along said line of Ordinance No. 2005-O0067 a distance of 5292.39 feet to a point in the present city limits as established by Ordinance No. 2008-O0085;

THENCE S. 01°48'34" W., continuing along said line of Ordinance No. 2008-O0085, at 1980.73 feet pass a point in the present city limits as established by Ordinance No. 2013-O0076, continuing along the line of said Ordinance No. 2013-O0076, at 2641.94 feet pass a point in the present city limits as established by Ordinance No. 2015-O0012, continuing along the line of said Ordinance No. 2015-O0012 for a total distance of 4621.60 feet to a point;

THENCE S. 88°12'49" E., along said line of Ordinance No. 2015-O0012 a distance of 2700.49 feet to a point;

THENCE N. 01°47'11" E., continuing along said line of Ordinance No. 2015-O0012 a distance of 55.00 feet to a point;

THENCE N. 43°12'49" W., continuing along said line of Ordinance No. 2015-O0012 a distance of 42.43 feet to a point;

THENCE N. 01°47'10" E., continuing along said line of Ordinance No. 2015-O0012 a distance of 70.00 feet to a point;

THENCE N. 00°38'26" E., continuing along said line of Ordinance No. 2015-O0012 a distance of 150.03 feet to a point;

THENCE N. 01°47'10" E., continuing along said line of Ordinance No. 2015-O0012 a distance of 275.49 feet to a point;

THENCE Northeasterly, continuing along said line of Ordinance No. 2015-O0012, along a curve to the right, said curve having a radius of 961.00 feet, a central angle of 23°14'16", a chord bearing of N. 13°24'18" E., a chord distance of 387.09 feet to a point;

THENCE N. 25°01'26" E., continuing along said line of Ordinance No. 2015-O0012 a distance of 132.08 feet to a point;

THENCE Northeasterly, continuing along said line of Ordinance No. 2015-O0012, along a curve to the left, said curve having a radius of 1069.00 feet, a central angle of 09°55'30", a chord bearing of N. 20°03'41" E., a chord distance of 184.94 feet to a point in the present city limits as established by Ordinance No. 2013-O0076;

THENCE N. 59°18'57" E., along said line of Ordinance No. 2013-O0076 a distance of 7.78 feet to a point;

THENCE S. 77°21'49" E., continuing along said line of Ordinance No. 2013-O0076 a distance of 407.08 feet to a point;

THENCE S. 32°21'49" E., continuing along said line of Ordinance No. 2013-O0076 a distance of 14.14 feet to a point;

THENCE S. 77°21'49" E., continuing along said line of Ordinance No. 2013-O0076 a distance of 33.36 feet to a point;

THENCE N. 01°46'38" E., continuing along said line of Ordinance No. 2013-O0076 a distance of 1475.23 feet to a point in the present city limits as established by Ordinance No. 2008-O0085;

THENCE S. 88°13'20" E., continuing along said line of Ordinance No. 2008-O0085 a distance of 1980.86 feet to a point in the present city limits as established by Ordinance No. 2014-O0148;

THENCE S. 88°07'34" E., along said line of Ordinance No. 2014-O0148 a distance of 5283.14 feet to a point;

THENCE N. 01°41'59" E., continuing along said line of Ordinance No. 2014-O0148 a distance of 41.29 feet to a point in the present city limits as established by Ordinance No. 2015-O0071;

THENCE S. 88°24'19" E., along said line of Ordinance No. 2015-O0071 a distance of 2610.22 feet to a point;

THENCE S. 01°43'34" W. a distance of 2673.19 feet to a point in the South line of Section 16, Block E and the North line of Section 21, Block E;

THENCE S. 01°43'09" W. a distance of 660.00 feet to a point;

THENCE N. 88°27'42" W., 660.00 feet South of and parallel with the North line of said Section 21 a distance of 2617.66 feet to a point in the West line of said Section 21 and the East line of Section 2, Block AK;

THENCE N. 88°12'11" W., 660.00 feet South of and parallel with the North line of said Section 2 a distance of 2678.73 feet to a point in the West right-of-way line of County Road 2140;

THENCE N. 01°49'03" E., along said West right-of-way line a distance of 574.99 feet to a point of curvature;

THENCE Northwesterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 30.00 feet, a central angle of 90°01'04", a chord bearing of N. 43°11'34" W., a chord distance of 42.43 feet to a point in the South right-of-way line of 146th Street;

THENCE N. 88°12'11" W., 55.00 feet South of and parallel with the North line of said Section 2, along the South right-of-way line of said 146th Street a distance of 2569.20 feet to a point in the West line of said Section 2 and the East line of Section 3, Block AK;

THENCE N. 01°46'19" E., along the West line of said Section 2 and the East line of said Section 3 a distance of 5.48 feet to a point;

THENCE N. 88°13'21" W., 50.00 feet South of and parallel with the North line of said Section 3, along the South right-of-way line of said 146th Street a distance of 2585.23 feet to a point of curvature;

THENCE Southwesterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 15.00 feet, a central angle of 90°00'00", a chord bearing of S. 46°46'39" W., a chord distance of 21.21 feet to a point in the East right-of-way line of Memphis Avenue;

THENCE S. 01°46'39" W., along said East right-of-way line a distance of 595.09 feet to a point;

THENCE N. 88°12'51" W., 660.00 feet South of and parallel with the North line of said Section 3 a distance of 2683.79 feet to a point in the West line of said Section 3 and the East line of Section 6, Block AK;

THENCE N. 88°14'22" W., 660.00 feet South of and parallel with the North line of said Section 6 a distance of 5284.87 feet to a point in the West line of said Section 6 and the East line of Section 7, Block AK;

THENCE N. 88°46'23" W., 660.00 feet South of and parallel with the North line of said Section 7 a distance of 2644.07 feet to a point in the East line of a 20-foot alley, same being the East plat limits of Lots 139-192, Highland Oaks Addition as recorded in Volume 10199, Page 204, Official Public Records of Lubbock County;

THENCE N. 01°47'44" E., along said plat limits and East alley line a distance of 605.03 feet to a point in the South right-of-way line of 146th Street;

THENCE N. 88°46'23" W., along said right-of-way line, 55.00 feet South of and parallel with the North line of said Section 7 a distance of 2549.97 feet to a point of curvature;

THENCE Southwesterly, continuing along said right-of-way line, along a curve to the left, said curve having a radius of 30.00 feet, a central angle of 89°20'18", a chord bearing of S. 46°33'28" W., a chord distance of 42.18 feet to a point of tangency in the East right-of-way line of Frankford Avenue;

THENCE S. 01°53'19" W., along the East right-of-way line of said Frankford Avenue a distance of 575.88 feet to a point;

THENCE N. 88°18'10" W., at 65.00 feet pass the West line of said Section 7 and the West line of Section 10, Block AK, continuing along a line 660.00 feet South of and parallel with the North line of said Section 10 a total distance of 4208.12 feet to a point;

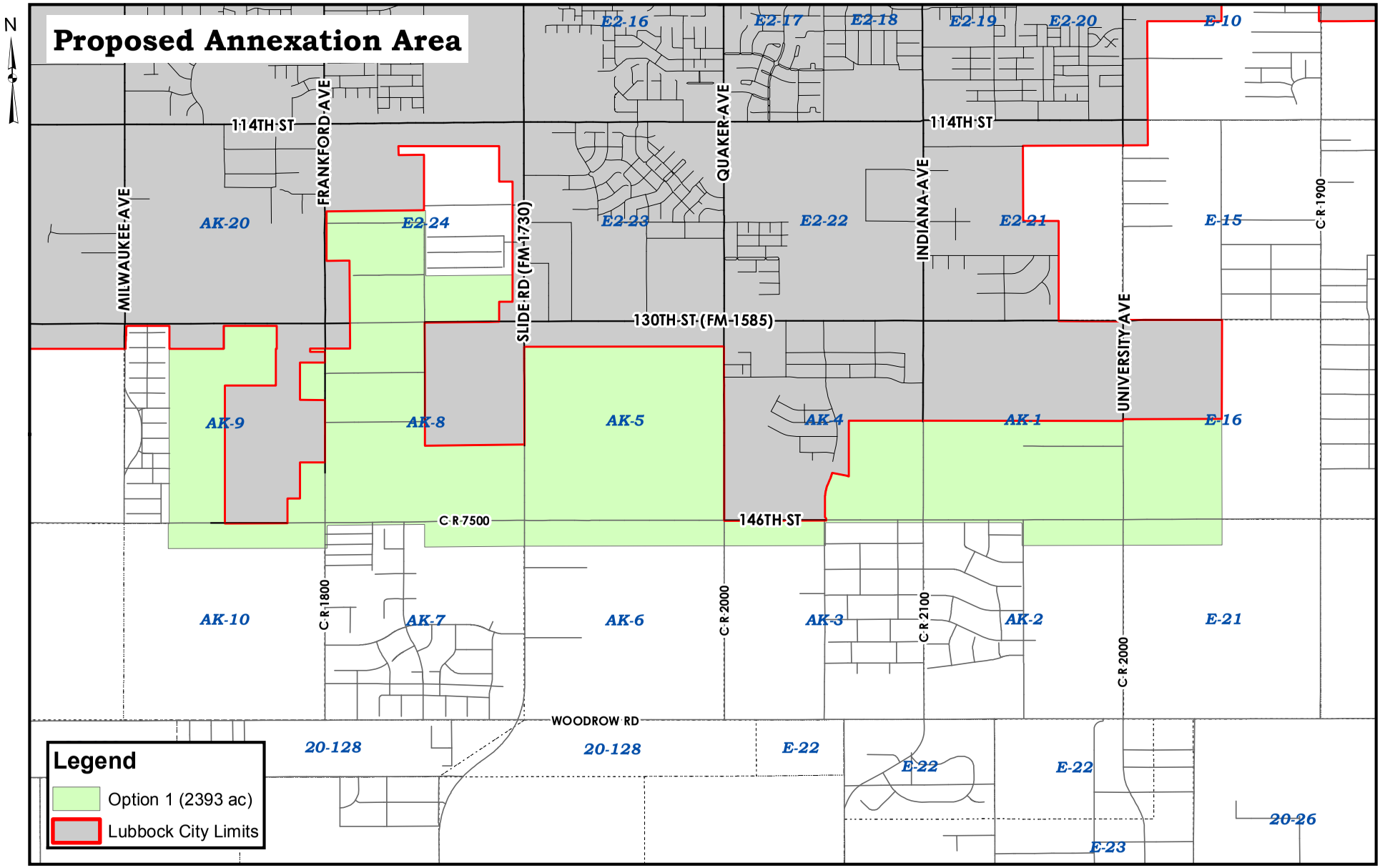
THENCE N. 01°53'52" E. a distance of 660.00 feet to a point in the North line of said Section 10 and the South line of Section 9, Block AK;

THENCE S. 87°34'54" E., along the North line of said Section 10 and the South line of said Section 9 a distance of 20.06 feet to the Point of Beginning.

March 30, 2016

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

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



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City of Lubbock TEXAS

Regular City Council Meeting **7. 12.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - City Attorney: Consider a resolution accepting and approving the terms of a Consent Decree in the matter of the *United States of America v. City of Lubbock,* Civil Action No.: 5:15-cv-234, in the United States District Court for the Northern District of Texas, Lubbock Division.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Attachments

Resolution - Consent Decree - US of America Civil Action

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby accept and approve the terms of a Consent Decree in the matter of the *United States of America v. City of Lubbock*, Civil Action No.: 5-15-cv-234 in the United States District Court for the Northern District of Texas, Lubbock Division, and further does direct and authorize the City Manager or his designee to execute any instrument related thereto, and necessary to effectuate the purposes thereof. Said Consent Decree 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 _____. 2016.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis, City Manager

_____
Greg Stevens, Chief of Police

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

RES.Consent Decree-US of America Civil Action

Regular City Council Meeting **7. 13.**

Meeting Date: 04/28/2016

Information

Agenda Item

Resolution - Councilman Victor Hernandez: Consider a resolution authorizing the City Manager to accept, on behalf of the City Council, a donation of a certain property located at 1913 Baylor Street, Lubbock, Texas upon conditions and terms approved by the City Attorney.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Attachments

Resolution - Donation 1913 Baylor Avenue

RESOLUTION

WHEREAS, the Property located in Block 68, Roberts-McWhorter Addition to the City of Lubbock, Lubbock County, Texas, commonly referred to as 1913 Baylor Avenue, Lubbock, Texas (the "Property") is the subject of an agreed order dated May 11, 2015, (the "Agreed Order") by and between the City of Lubbock, Texas (the "City") and the Property Owner, Foreclosed Property Holdings, Inc. (the "Property Owner"); and

WHEREAS, the City, by and through its City Council, is willing to accept the donation of the Property in lieu of instituting enforcement procedures as set forth in the Agreed Order; and

WHEREAS, officials for the City and the Property Owner have begun discussions to establish the terms and conditions upon which the Property may be donated; and

WHEREAS, the City Council finds that, in order to facilitate said discussions and to effectuate a donation of the Property, it is in the best interests of the citizens of the City for the City Council to delegate its authority in relation to the acceptance of a donation of the Property to the City Manager; NOW THEREFORE:

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock any and all documents necessary for the City to accept the donation of the Property, if the Property is offered to the City by the Property Owner, upon the terms and conditions that are approved by the City Attorney of the City of Lubbock.

Passed by the City Council on _____.

_____
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

Regular City Council Meeting **7. 14.**

Meeting Date: 04/28/2016

Information

Agenda Item

Ordinance 1st Reading - Building Inspection: Consider amending Article 28.09 of the Code of Ordinances of the City of Lubbock with regard to adoption of the 2012 International Building Code with local amendments.

Item Summary

The International Building Code is a national model construction code that governs new construction, remodeling and repair of all buildings and structures in the jurisdiction except one and two family dwellings. It is updated on a triennial basis pursuant to a legislative process wherein building and fire officials of member jurisdictions, including Lubbock, have the opportunity to cast votes regarding proposed changes. State-level governments, including Texas, typically mandate adoption at a local level. In Texas, local amendment is not prohibited, and Lubbock has historically done so in order to suit local conditions and preferences.

The proposed 2012 edition retains existing amendments, and has added a noteworthy amendment simplifying roof storm drainage design procedures for engineers and architects.

Fiscal Impact

None.

Staff/Board Recommending

Steve O'Neal, Chief Building Official
Model Code and Construction Ordinance Advisory Board

Attachments

Ordinance - Building Code

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 28.09 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO ADOPTION OF THE 2012 INTERNATIONAL BUILDING CODE AND PROVIDING FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the opinion of the City Council that the best interests of the citizens of the City of Lubbock would be served by adoption of the 2012 International Building Code with certain amendments to meet local conditions; NOW THEREFORE:

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

SECTION 1. THAT **Article 28.09** of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

ARTICLE 28.09 BUILDING CODE

Division 1. Generally

Sec. 28.09.001 Adopted

(a) The 2012 edition of the International Building Code published by the International Code Council, Inc., as hereinafter amended, including all appendices and reference standards not specifically excluded below, is hereby adopted as the building code of the city.

(b) Exceptions. The following provisions are specifically excluded from adoption:

(1) Chapter 11 — Accessibility.

(2) Appendix A — Employee Qualifications.

(3) Appendix B — Board of Appeals.

(4) Appendix D — Fire Districts.

(5) Appendix E — Supplemental Accessibility Requirements.

(6) Appendix F — Rodent proofing.

(7) Appendix G — Flood-Resistant Construction. Projects must instead conform to the applicable provisions of article 30.03 of the Lubbock Code of Ordinances.

(8) Appendix J — Grading.

(9) Appendix K — Administrative Provisions.

(10) Appendix L — Earthquake Recording Instrumentation.

(11) Appendix M — Tsunami-Generated Flood Hazard.

(c) A copy of said building code is attached hereto and incorporated herein as though set out herein in detail. References to the International Building Code in this article shall mean the 2012 edition. One copy of the 2012 International Building Code shall be filed with the city secretary and a copy shall be maintained in the office of the city building official. All such copies, with the amendments thereto, shall be open to public inspection during the usual business hours of the offices where they are maintained.

Sec. 28.09.002 Administration

Chapter 1 of the 2012 International Building Code, entitled "Administration," is hereby deleted in its entirety, and the following sections 28.09.003 through 28.09.091 substituted therefor.

Sec. 28.09.003 Intent and purpose

The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to firefighters and emergency responders during emergency operations.

Sec. 28.09.004 Administrative provisions

Provisions governing the administration of the 2012 International Building Code shall be as set forth herein.

Sec. 28.09.005 General administrative provisions

Provisions governing the administration of the 2012 International Building Code shall be as set forth herein.

Sec. 28.09.006 Supplemental administrative provisions

The following administrative provisions are in addition to the general administrative provisions of articles 28.01 through 28.08 of this chapter, and are specific to projects within the scope of this article (the 2012 International Building Code).

Secs. 28.09.007—28.09.040 Reserved

Division 2. Construction Documents; Specific Submittal Requirements

Sec. 28.09.041 Construction documents; specific submittal requirements

In addition to submittal requirements specified in article 28.05, division 1 of this code, the documentation described in sections 28.09.042 through 28.09.046 of this code shall be submitted, as applicable.

Sec. 28.09.042 Fire protection system shop drawings

Shop drawings for fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in chapter 9, and shall be reviewed by the fire marshal.

Sec. 28.09.043 Means of egress

The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code. In other than occupancies in group R-3, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

Sec. 28.09.044 Exterior wall envelope

Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

Sec. 28.09.045 Site plan

The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary

line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

Sec. 28.09.046 Survey and survey certificate

At the time of application for a building permit for first-time construction of a building upon a lot previously undeveloped with buildings, and at other times as determined necessary by the building official, the applicant shall furnish a certificate, prepared by a licensed surveyor, attesting to having performed a recent survey of the subject lot, and having placed boundary line corner stakes thereon. The property owner or building contractor shall be responsible for boundary line corner stakes being in place at the time of the first inspection by the building official. Said certificate shall also state whether or not the subject lot lies within a special flood hazard area as determined by the latest FEMA flood insurance rate map (FIRM) for the City of Lubbock, in which case the applicant must also follow procedures under Section 30.03.042 of this Code of Ordinances (Development Permit Application). In all cases where it may appear to the building official that the proposed improvements will encroach upon any easement or public way, or come within established building lines, or affect setback requirements under any ordinance, the building official is required to refer the application for permit to the city engineer and/or the city planner, as applicable, and secure their approvals before issuing a building permit.

Secs. 28.09.047—28.09.080 Reserved

Division 3. Inspections

Sec. 28.09.081 Scope

The building official, upon notification from the permittee, shall make the inspections set forth in sections 28.09.082 through 28.09.091 below.

Sec. 28.09.082 Footing and foundation inspection

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

Sec. 28.09.083 Concrete slab and under-floor inspection

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

Sec. 28.09.084 Finished floor elevation

In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in article 30.03 of the Code of Ordinances shall be submitted to the building official. Where necessary to determine that the finished floor elevation is in compliance with other provisions of this code, the building official is authorized to require that an elevation certificate be prepared by a registered professional land surveyor or a licensed professional engineer prior to authorizing further vertical construction.

Sec. 28.09.085 Framing

Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

Sec. 28.09.086 Lath and gypsum board

Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

Exception: Gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly.

Sec. 28.09.087 Fire-resistant penetrations

Protection of joints and penetrations in fire-resistance-rated assemblies shall not be concealed from view until inspected and approved.

Sec. 28.09.088 Energy efficiency

Inspections shall be made to determine compliance with chapter 13 and shall include, but not be limited to, inspections for: envelope insulation R and U values, fenestration U value, duct system R value, and HVAC and water-heating equipment efficiency.

Sec. 28.09.089 Other inspections

In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

Sec. 28.09.090 Special inspections

For special inspections, see section 1704.

Sec. 28.09.091 Final inspection

The final inspection shall be made after all work required by the building permit is completed.

Secs. 28.09.092—28.09.130 Reserved

Division 4. Specific Amendments

Sec. 28.09.131 Adopted

Specific amendments to the International Building Code adopted in section 28.09.001 are as follows:

(1) Accessible means of egress. Section 1007 is deleted in its entirety.

(2) Special locking arrangements in Group I-2. Section 1008.1.9.6 is hereby amended to read as follows:

1008.1.9.6 Special locking arrangements in Group I-2. Approved special egress locks shall be permitted in a Group I-2 occupancy where the clinical needs of persons receiving care require such locking. Special egress locks shall be permitted in such occupancies where the building is equipped throughout with an automatic sprinkler system in accordance with section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with section 907, provided that the doors are installed and operate in accordance with items 1 through 7 below.

1. The doors unlock upon actuation of the automatic sprinkler system or automatic fire detection system.

2. The doors unlock upon loss of power controlling the lock or lock mechanism.

3. The door locks shall have the capability of being unlocked by a signal from the fire command center, a nursing station or other approved location.

4. A building occupant shall not be required to pass through more than one door equipped with a special egress lock before entering an exit.

5. The procedures for the operation(s) of the unlocking system shall be described and approved as part of the emergency planning and preparedness required by chapter 4 of the International Fire Code.

6. All clinical staff shall have the training, keys, codes or other means necessary to operate the locking devices.

7. Emergency lighting shall be provided at the door.

Exception: Items 1 and 2 shall not apply to doors to areas where persons, because of clinical needs, require restraint or containment.

(3) Delayed egress locks. Section 1008.1.9.7 is hereby amended to read as follows:

1008.1.9.7 Delayed egress locks. Approved, listed, delayed egress locks shall be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit.

1. The doors unlock upon actuation of the automatic sprinkler system or automatic fire detection system.

2. The doors unlock upon loss of power controlling the lock or lock mechanism.

3. The door locks shall have the capability of being unlocked by a signal from the fire command center, or other location approved by the fire official.

4. The initiation of an irreversible process which will release the lock in not more than 15 seconds when a force of not more than 15 pounds (67 N) is applied for 1 second to the release device. Initiation of the irreversible process shall activate an audible signal in the vicinity of the door. Once the door lock has been released by the application of force to the releasing device, relocking shall be by manual means only.

   Exception: Where approved, a delay of not more than 30 seconds is permitted.

5. A sign shall be provided on the door located above and within 12 inches (305 mm) of the release device reading: PUSH UNTIL ALARM SOUNDS. DOOR CAN BE OPENED IN 15 [30] SECONDS.

6. Emergency lighting shall be provided at the door.

(4) Access-controlled egress doors. Section 1008.1.9.8 is hereby amended to read as follows:

1008.1.9.8 Access-controlled egress doors. The entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1 or R-2 and entrance doors to tenant spaces in occupancies in Groups A, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system, listed in accordance with UL 294, which shall be installed in accordance with all of the following criteria:

1. A sensor shall be provided on the egress side arranged to detect an occupant approaching the doors. The doors shall be arranged to unlock by a signal from or loss of power to the sensor.

2. Loss of power to that part of the access control system which locks the doors shall automatically unlock the doors.

3. The doors shall be arranged to unlock from a manual unlocking device located 40 inches to 48 inches (1016 mm to 1219 mm) vertically above the floor, in sight and within 5 feet (1524 mm) of the secured doors. Ready access shall be provided to the manual unlocking device and the device shall be clearly identified by a sign that reads "If door will not operate, PUSH TO EXIT." When operated, the manual unlocking device shall result in direct mechanical interruption of power to the lock–independent of the access control system electronics–and the doors shall remain

unlocked for a minimum of 30 seconds. The manual unlocking device shall be provided with a hinged, clear plastic cover.

4. Activation of the building fire alarm system, if provided, shall automatically unlock the doors, and the doors shall remain unlocked until the fire alarm system has been reset.

5. Activation of the building automatic sprinkler or fire detection system, if provided, shall automatically unlock the doors. The doors shall remain unlocked until the fire alarm system has been reset.

6. Entrance doors in buildings with an occupancy in Group A, B, E or M shall not be secured from the egress side during periods that the building is open to the general public. A readily visible, durable sign shall be posted on the egress side of such entrance doors stating: THIS DOOR TO REMAIN UNLOCKED DURING BUSINESS HOURS. The sign shall be in letters one (1) inch high on a contrasting background. For purposes of this section, "entrance doors" refer to building or tenant space perimeter doors that are equipped with entrance hardware.

(5) (Ventilation) General. Section 1203.1 is hereby amended to read as follows:

1203.1 General. Buildings shall be provided with natural ventilation in accordance with Section 1203.4, or mechanical ventilation in accordance with the International Mechanical Code.

(6) Secondary (emergency overflow) drains or scuppers. Section 1503.4.1 is hereby amended to read as follows:

1503.4.1 Secondary (emergency overflow) drains or scuppers. Where roof drains are required, secondary (emergency overflow) roof drains or scuppers shall be provided where the roof perimeter construction extends above the roof in such a manner that water will be entrapped if the primary drains allow buildup for any reason. The installation and sizing of secondary emergency overflow drains, leaders and conductors shall comply with Sections 1106 and 1108, as applicable, of the International Plumbing Code. Refer to Figures L1611.2(1), L1611.2(2), and L1611.2(3) for roof drainage system constructions. The roof structure shall be designed to support the load of ponding rainwater when the rain load on the undeflected roof exceeds 20 psf (0.96 kN/m^2) as determined by Section 1611.1.

(7) Scuppers. Section 1503.4.2 is hereby amended to read as follows:

1503.4.2 Scuppers. When scuppers are used for secondary (emergency overflow) roof drainage, the quantity, size, location and inlet elevation of the scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Sections 1607.12, 1608, and 1611. The flow through the primary system shall not be considered when locating and sizing scuppers. The quantity, size, location and inlet elevation of the secondary overflow scuppers shall be designed and constructed to meet all of the following, as applicable:

1. Where secondary overflow scuppers are used, they shall be sized to have an opening area at least three times the area of the primary roof drains, shall have a minimum opening dimension (height or width) of 4 inches, and shall be installed in the adjacent parapet walls with the inlet flow line located not more than 2 inches (51 mm) above the low point of the roof drainage area served. Refer to Figure L1611.2(4).

2. Where secondary overflow drains are used in lieu of scuppers, they shall have the same size as the primary roof drains and shall be installed with the inlet flow line located not more than 2 inches (51 mm) above the low point of the roof drainage area served. Refer to Figure L1611.2(5).

3. Secondary overflow drains shall discharge to an approved location and shall not be connected to the primary roof drain lines.

(8) General (Live loads). Section 1607.1 is hereby amended to read as follows:

1607.1 General. Live loads are those loads defined in Section 1602.1. A summary of various live load factors, as well as other climatic and geographic design criteria to be used in Lubbock, Texas, is included in Table L1607 below.

TABLE L1607

SUMMARY OF CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load:	P_g = 15 psf
Design Wind Speed:	
Risk Category I Buildings:	V_{ult} = 105 mph, V_{asd} = 81.5 mph
Risk Category II Buildings:	V_{ult} = 115 mph, V_{asd} = 89 mph
Risk Category III and IV Buildings:	V_{ult} = 120 mph, V_{asd} = 93 mph
Seismic Design Category:	SDC = A
Mapped Spectral Response Acceleration at Short Period:	S_s = 0.078g
Mapped Spectral Response Acceleration at 1-Second Period:	S_1 = 0.032g
Weathering:	Moderate
Frost Line Depth:	14 Inches
Termite:	Moderate to Heavy
Decay:	None to Slight
Summer Dry Bulb Temperature:	96 Degrees F.
Summer Wet Bulb Temperature:	69 Degrees F.
Winter Dry Bulb Temperature:	15 Degrees F.
Heating Degree Days:	3499 Days
Cooling Degree Days:	1738 Days
Climate Zone:	7B; Zone 3 per ASHRAE 90.1
Flood Hazards:	Refer to Chapter 30, Article 30.03 of the Code of Ordinances
100-Year Hourly Rainfall Rate:	I = 3.3 Inches per Hour

(9) General (Reduction in roof live loads). Section 1607.12.2 is hereby amended to read as follows:

1607.12.2 General (Reduction in roof live loads). The minimum uniformly distributed live loads of roofs and marquees, L_o, in Table 1607.1 are permitted to be reduced in accordance with Section 1607.12.2.1 except that no roof live load reduction is permitted for any structural roof member on roofs having slopes less than or equal to four (4) inches per foot, or on any arch or dome having a rise less than one-eighth of the span.

(10) Special design rain loads. A new Section 1611.4 is hereby added, which shall read as follows:

1611.4 Special design rain loads. Where the roof perimeter construction extends above the roof and scuppers are used for secondary emergency overflow, the scuppers shall be designed in accordance with Table L1611.2 in order to limit the rain load on the roof to 20 psf (0.96 kN/m^2) or less. The roof structure shall be designed for additional rain load in accordance with Section 1611.1 if the wall and roof drainage areas

contributing water to a scupper exceed the values shown in Table L1611.2.

Table L1611.2

MAXIMUM CONTRIBUTING AREAS FOR PARAPET WALL SCUPPERS

For This Table: d_s = 2", i = 3.3 in./hr., and Rain Load, R = 20 psf

Width of Scupper, b (inches)	Maximum Contributing Roof and Wall Areas, A (square feet)
4"	849
5"	1061
6"	1273
7"	1485
8"	1697
10"	2122
12"	2546
16"	3395
24"	5092

A = Maximum Allowable Horizontally Projected Roof Areas Plus One-Half of the Vertical Wall Areas Contributing to the roof drainage area so that the maximum Rain Load on the roof, R, does not exceed **20 psf.** (3.846" of Water Weighs 20 psf, which is equal to the Roof Live Load)

d_s = Depth of Rainwater from the Primary Roof Drain up to the Bottom of the Scupper Inlet (also referred to as Static Head), inches. For this Table; **d_s = 2"**.

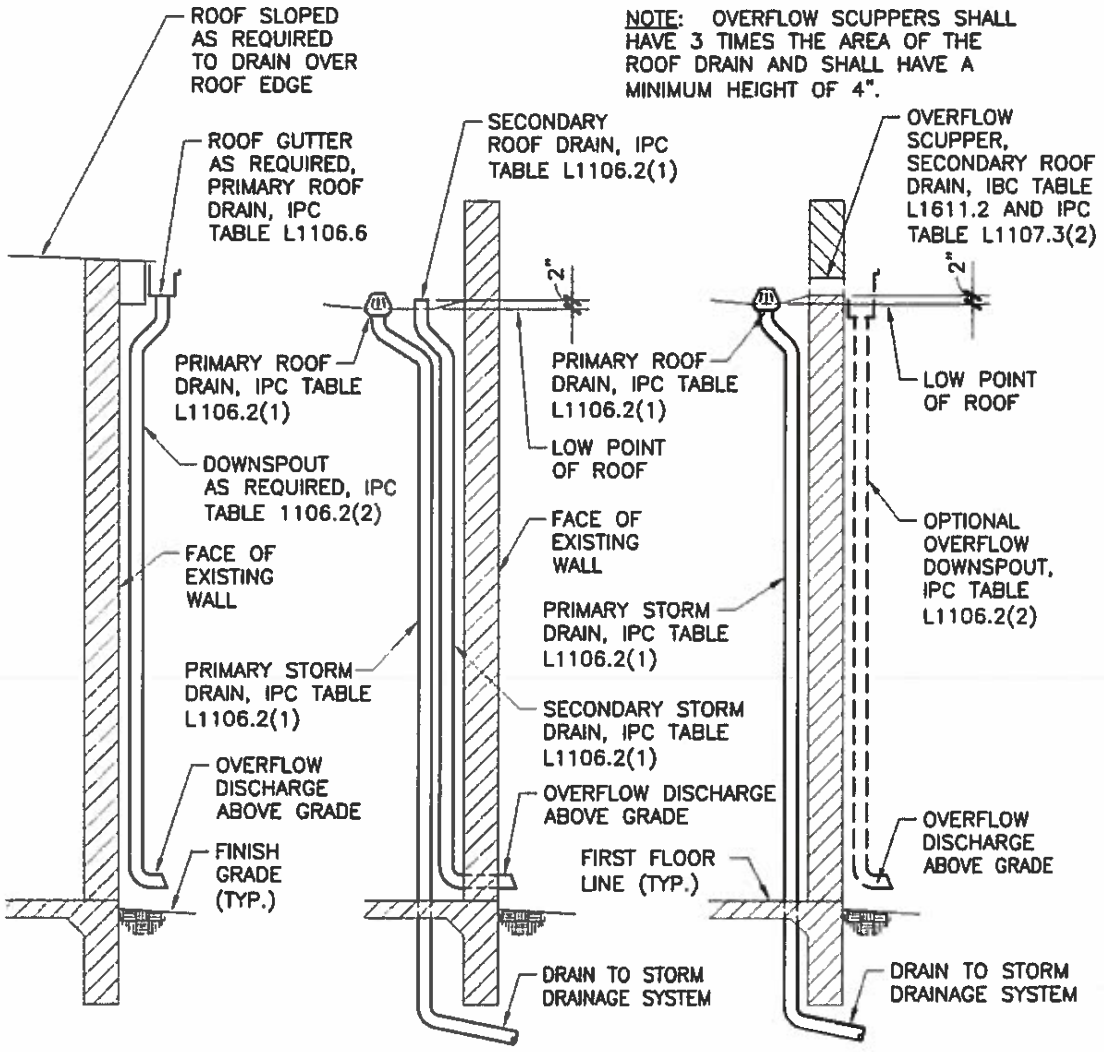
d_h = Maximum Depth of Additional Rainwater Above the Bottom of the Scupper Inlet (also referred to as Hydraulic Head), inches. For this Table; **d_h = 1.846"** maximum.

i = The Rate of Rainfall for Lubbock, Texas, is **3.3 inches per hour**, as shown in Appendix B of the 2012 IPC. The Rate of Rainfall is based on a storm of 1 hour duration and a 100 year return period.

$Q = 2.9 \times b \times d_h^{1.5}$ $A = Q / i$

Q = Flow Rate Through the Scupper, gallons per minute

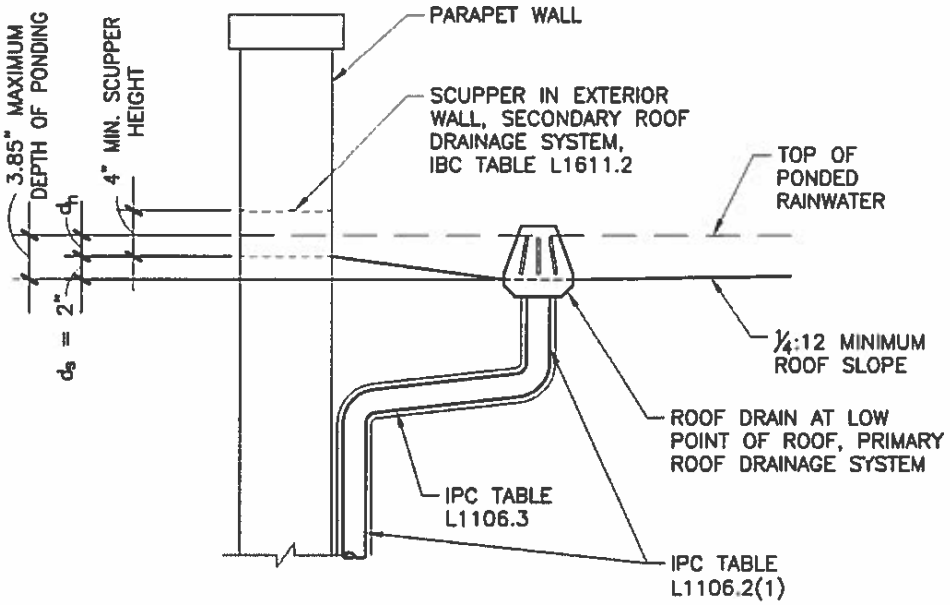
Note: The minimum Scupper Height shall be 4". Scupper heights greater than 4" do not change the values in the Table.



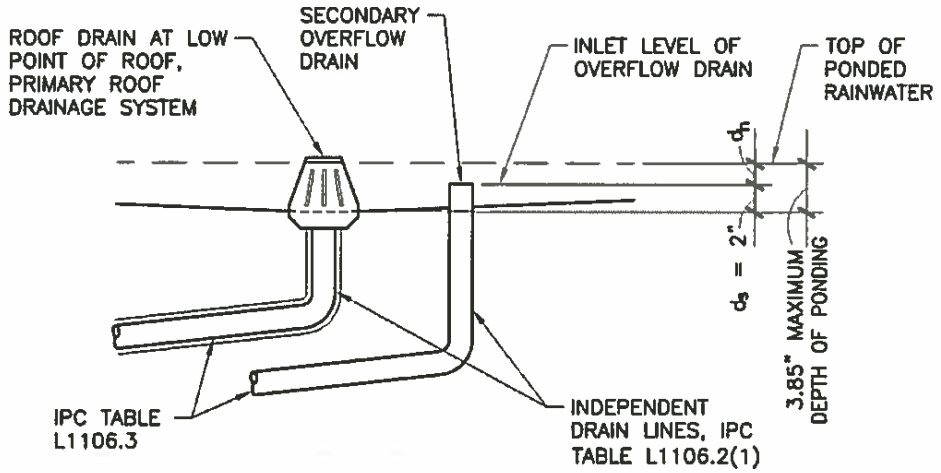
ROOF DRAINAGE AND SLOPED ROOF
IBC FIGURE L1611.2(1)

ROOF DRAIN AND OVERFLOW DRAIN
IBC FIGURE L1611.2(2)

ROOF DRAIN AND OVERFLOW SCUPPER
IBC FIGURE L1611.2(3)



TYPICAL PERIMETER WALL SCUPPER
IBC FIGURE L1611.2(4)



TYPICAL INTERIOR ROOF DRAINS
IBC FIGURE L1611.2(5)

(11) Site grading. Section 1804.3 is hereby amended to read as follows:

1804.3 Site grading. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than one unit vertical in 20 units horizontal (5-percent slope) for a minimum distance of 10 feet (3048 mm) measured perpendicular to the face of the wall. If physical obstructions or lot lines prohibit 10 feet (3048 mm) of horizontal

distance, a 5-percent slope shall be provided to an approved alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped a minimum of 2 percent where located within 10 feet (3048 mm) of the building foundation. Impervious surfaces within 10 feet (3048 mm) of the building foundation shall be sloped a minimum of 2 percent away from the building. The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill.

Exceptions:

1) Where climatic or soil conditions warrant, the slope of the ground away from the building foundation shall be permitted to be reduced to not less than one unit vertical in 48 units horizontal (2-percent slope).
2) Where approved by the Building Official, final site grading may be designed by a design professional registered in the State of Texas.

(12) Foundation elevation. Section 1808.7.4 is hereby amended to read as follows:

1808.7.4 Foundation elevation. Minimum building floor elevations shall comply with Table 1808.7.4 based on relative lot slopes.

TABLE 1808.7.4
MINIMUM FLOOR ELEVATION FOR STRUCTURES
RELATIVE TO SLOPES OF THE LOT

Difference in elevation from top of curb to rear property line (inches)	Minimum floor elevation above top of curb when slope is to rear (inches)	Minimum floor elevation above top of curb when slope is to front (inches)
0	12	12
6	10.5	13.5
12	9	15
18	8	16.5
24	6	18
30	6	19.5
36	6	21

1) See Section 1804.3 for grading requirements;

2) The minimum floor elevation shall be determined by using the top of the floor slab and shall be a minimum of six (6) inches above the calculated peak water surface elevation as determined by the City Engineer, or that determined by Table 1808.7.4, whichever results in the more stringent requirement. It shall be the responsibility of the builder/contractor to provide the building official with a survey certificate indicating the required finished floor elevation as determined by the surveyor. The required elevation shall be indicated on the construction plans. Structures located in any flood hazard area shall comply with Article 30.03 of the Lubbock Code of Ordinances, as well as all F.E.M.A. regulations, which will supersede the above.

3) Alternate elevations are permitted subject to review and approval by the City Engineer and the Building Official provided it can be demonstrated by a registered design professional that all required drainage to an approved point of discharge away from the structure is provided at all locations on the site.

(13) Prescriptive footings for light-frame construction. Section 1809.7 is hereby amended to read as follows:

1809.7. Prescriptive footings for light-frame construction. Where a specific design is not provided, concrete footings supporting walls of light-frame construction shall be permitted to be designed in accordance with Tables 1809.7.1 and 1809.7.2 and figures 1809.7.1 through 1809.7.3 below.

(14) Table 1809.7 "Prescriptive Footings Supporting Walls of Light-Frame Construction". Table 1809.7 is hereby replaced by Tables 1809.7.1 and 1809.7.2 as follows:

TABLE 1809.7.1

FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION [a,b,c]

(Monolithic Slab-on-Ground Foundation - Refer to Figure 1809.7.1)

Number of Floors Supported by the Footing[c]	Width of Footing (Inches)		Thickness of Footing (Inches)	
	No Brick Veneer	4" Brick Veneer	No Brick Veneer	4" Brick Veneer

1 2	16	12
3	Design Required	

Notes to tables 1809.7.1 and 1809.7.2:

a. Depth of footings shall be in accordance with section 1809.4.

b. Footings are permitted to support a roof in addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor.

c. Assumes uniform loading by repetitive framing members; concentrated loads shall be considered separately, and may require specific design.

TABLE 1809.7.2

FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION a,b,c

(Combination Slab-on-Ground Foundation - Refer to Figure 1809.7.2)

Number of Floors Supported by the Footing[e]	Width of Footing (Inches)			Thickness of Footing (Inches)
	No Brick Veneer	4" Brick Veneer	No Brick Veneer	4" Brick Veneer
1 2	16		12	
3	Design Required			

(15) Foundation details. New figures 1809.7.1, 1809.7.2 and 1809.7.3 are hereby added as follows:

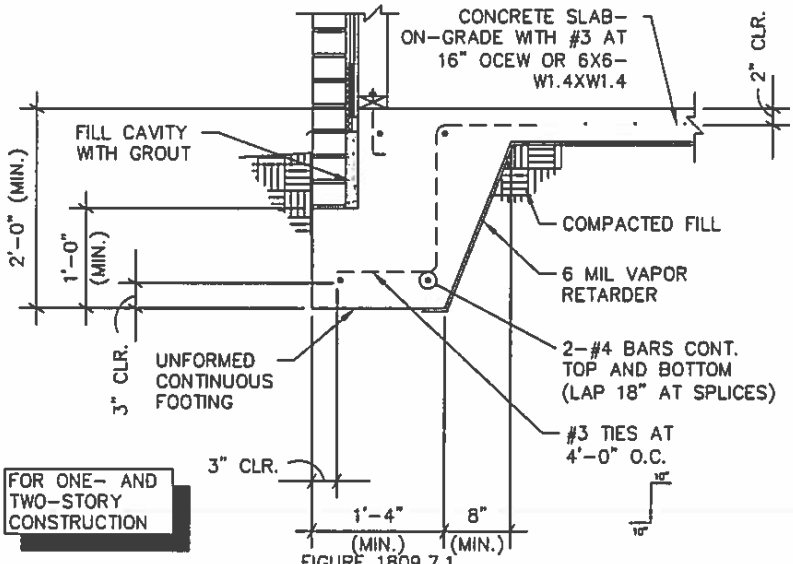


FIGURE 1809.7.1
MONOLITHIC SLAB -ON-GROUND
(SEE FIG. 1809.7.3 FOR INTERIOR FOOTING REQUIREMENTS)

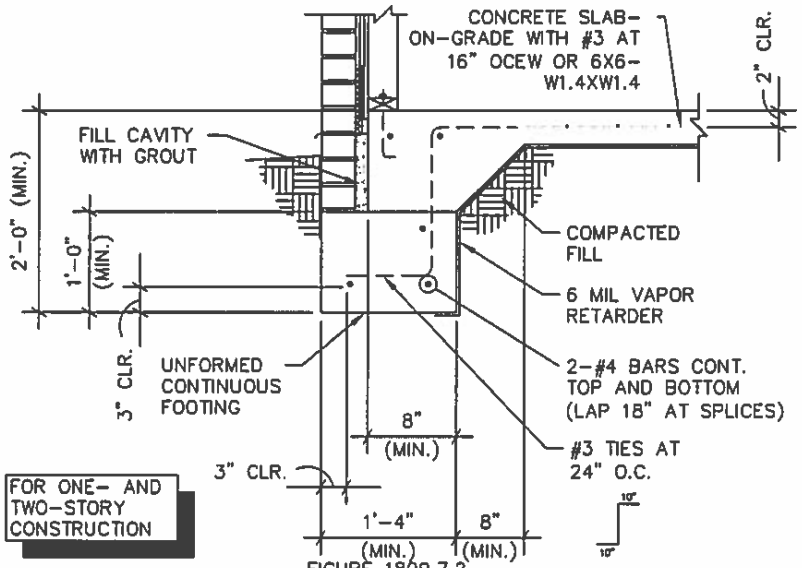


FIGURE 1809.7.2
TWO-POUR COMBINATION FOOTING
(SEE FIG. 1809.7.3 FOR INTERIOR FOOTING REQUIREMENTS)

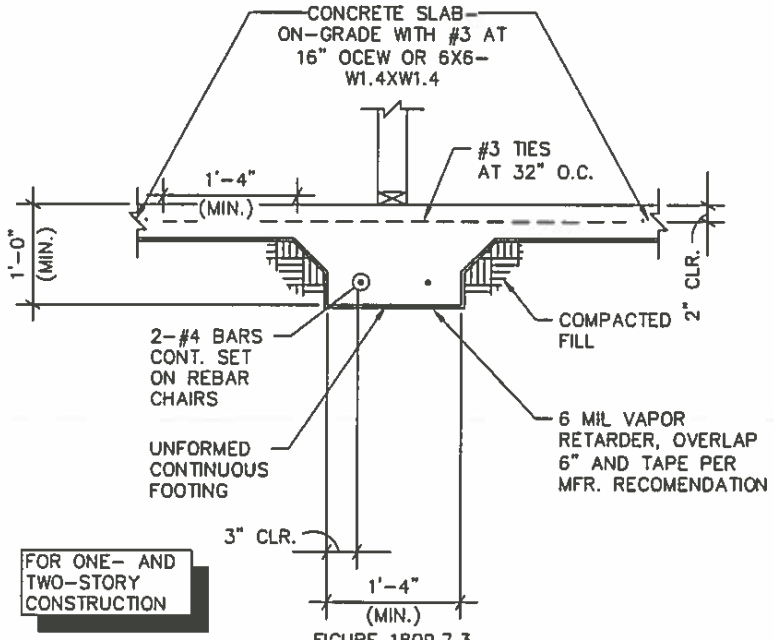


FIGURE 1809.7.3
CONTINUOUS FOOTING FOR INTERIOR LOAD BEARING WALL

(16) Floor joists. Section 2308.8 is hereby amended to read as follows:

2308.8 Floor joists. Spans for floor joists shall be in accordance with Table 2308.8(1) or 2308.8(2). For the most current data, other grades and species, or other loading conditions, refer to the latest *AF & PA Span Tables for Joists and Rafters* and/or current data available from the American Wood Council.

(17) Table 2308.9.5 Header and Girder Spans for Exterior Bearing Walls. Table 2308.9.5 is hereby amended by the addition of a new footnote "f" to read as follows:

f. For the most current data, other grades and species, or other loading conditions, refer to the latest AF & PA span tables and/or current data available from the American Wood Council.

(18) Table 2308.9.6 Header and Girder Spans for Interior Bearing Walls. Table 2308.9.6 is hereby amended by the addition of a new footnote "e" to read as follows:

e. For the most current data, other grades and species, or other loading conditions, refer to the latest AF & PA span tables and/or current data available from the American Wood Council.

(19) Rafter spans. Section 2308.10.3 is hereby amended to read as follows:

2308.10.3 Rafter spans. Allowable spans for rafters shall be in accordance with Table 2308.10.3(1), 2308.10.3(2), 2308.10.3(3), 2308.10.3(4), 2308.10.3(5), or 2308.10.3(6). For the most current data, other grades and species, or other loading conditions, refer to the latest *AF & PA Span Tables for Joists and Rafters* and/or current data available from the American Wood Council.

(20) Flood hazard areas. Section 3403.2 is hereby amended to read as follows:

3403.2 Flood hazard areas. For buildings and structures in flood hazard areas established in Article 30.03.008 of the Lubbock Code of Ordinances, any addition that constitutes substantial improvement of the existing structure, as defined in Article 30.01.001, shall comply with the flood design requirements in Article 30.03.071.

(21) Flood hazard areas. Section 3404.2 is hereby amended to read as follows:

3404.2 Flood hazard areas. For buildings and structures in flood hazard areas established in established in Article 30.03.008 of the Lubbock Code of Ordinances, any alteration that constitutes substantial improvement of the existing structure, as defined in Article 30.01.001, shall comply with the flood design requirements in Article 30.03.071.

(22) Flood hazard areas. Section 3405.5 is hereby amended to read as follows:

3405.5 Flood hazard areas. For buildings and structures in flood hazard areas established in Article 30.03.008 of the Lubbock Code of Ordinances, any repair that constitutes substantial improvement of the existing structure, as defined in Article 30.01.001, shall comply with the flood design requirements in Article 30.03.071.

(23) Moved structures. Section 3410 of the 2012 International Building Code, entitled "Moved Structures" is hereby amended by deleting section 3410.1, and adding new sections 3410.1 through 3410.6, to read as follows:

3410.1 Permit required to move building or structure.

Except as set forth herein, no person or persons shall hereafter move any building into, or out of, the city limits, or from one location to another within the city limits, where the same shall be moved in, through, or upon the streets, alleys, avenues, or public grounds, unless said person shall first secure a permit to do so from the building official. Violation of this section is deemed a misdemeanor punishable by fine in accordance with section 1.01.004 of the Code of Ordinances of the city.

Building/Structure movement permits shall not be required for the following:

1. Portable building units, as the same are defined by section 623.121 of the Texas Transportation Code, that are moved solely upon State highways within the corporate limits.

2. The movement of portable buildings not exceeding 14 feet in loaded width or height, or 40' in loaded length, as the case may be.

3. The movement and installation of Housing and Urban Development (HUD)-Code manufactured homes by persons licensed by the state to do so, and otherwise in conformance with the procedures, rules, and requirements set forth in the administrative rules of the Texas Department of Housing and Community Affairs at 10 TAC chapter 80.

4. The movement and installation of industrialized housing and buildings and their component parts by persons licensed by the state to do so, and otherwise in conformance with the procedures, rules, and requirements set forth in the administrative rules of the Texas Department of Licensing and Regulation at 16 TAC chapter 70.

5. The movement of industrialized buildings or buildings that are otherwise pre-built or manufactured within the city limits and intended solely for export and installation outside the city limits.

3410.2 Moving contractors to be registered, bonded, and insured.

Persons engaged in moving buildings and structures pursuant to this chapter (hereafter referred to as "moving contractors") shall be registered with the city in accordance with section 28.04.001 of the Code of Ordinances. Notwithstanding any provision to the contrary, such contractors shall give bond to the city pursuant to section 28.04.003, in addition to being insured pursuant to section 28.04.004. In lieu of the respective coverage amounts specified therein, the minimum coverage amounts for purposes of this section shall be as follows:

1. Compliance bond: $25,000.

2. Commercial general liability insurance: $300,000.

3. Commercial automobile insurance: $500,000 per vehicle.

Any bond or insurance provided pursuant to this section shall be effective and fully paid and maintained in compliance with the certificates provided the city through the date that the bonded or insured activity is finally completed.

3410.3 Conformance; minimum standards. All buildings or structures moved into or within the city shall conform to the applicable standards as set forth in 3410.3.1 through 3410.3.4 below.

3410.3.1 Current building standards applicable. Buildings and structures moved into or within the city shall comply, or be altered to comply with the applicable provisions of the Code of Ordinances for new buildings and structures, including, without limitation, all building, structural, plumbing, fuel gas, mechanical, and electrical systems.

3410.3.2 Certain manufactured homes ("mobile homes") prohibited. Manufactured homes that were manufactured prior to June 15, 1976, and therefore not in accordance with HUD standards (defined as "mobile homes" by the Texas Manufactured Housing Standards Act) shall not be installed or relocated within the city limits. Violation of this section is deemed a misdemeanor punishable by fine in accordance with section 1.01.004 of the Code of Ordinances.

Exception: Owner-occupied mobile homes, as defined herein, lawfully in place within the corporate limits on the effective date of this section, that are subsequently determined by inspection to be in conformance with the minimum housing standards contained within the property maintenance code as referenced in chapter 34 of the Code of Ordinances.

3410.3.3 Mobile home replacement authorized. A mobile home, as defined in section 3410.3.2 above, previously lawfully placed and installed on a lot or parcel within the city limits, may be replaced by a HUD-code manufactured home (manufactured on or after June 15, 1976 in accordance with HUD standards) in accordance with applicable requirements of chapter 40 (zoning) of the Code of Ordinances in order to facilitate upgraded, safer housing. Manufactured homes not of new manufacture are subject to inspection by the building official to determine compliance with minimum acceptable standards for safety as outlined in this chapter, and by the structural standards administrator to determine compliance with minimum housing standards contained within the property maintenance code.

3410.3.4 Minimum housing standards. Moved buildings that will serve as dwelling units shall comply with the residential provisions of the International Residential Code or the International Building Code, as applicable. Where it is technically infeasible to comply with a provision of said code(s), the building official may apply the provisions of the International Existing Buildings Code and/or the minimum housing standards contained within the property maintenance code contained in chapter 34 of the Code of Ordinances.

3410.4 Procedures. The procedures set forth within 3410.4.1 through 3410.4.6 shall be followed with regard to the movement of all buildings and structures pursuant to this chapter.

3410.4.1 Permit application and review. The moving contractor shall apply for a moving permit on forms provided by the building official. Prior to issuance of such moving permit, the owner of the building shall also apply to the zoning board of adjustment for a special exception allowing the proposed move pursuant to section 40.02.055(b)(10) of the Code of Ordinances, unless specifically exempted by that section.

3410.4.2 Investigative inspection and report. Prior to issuance of the moving permit and where the building is not exempt from the special exception requirements of section 40.02.055(b)(10), prior

to the agenda deadline for the scheduled hearing of the zoning board of adjustments to consider the special exception, the building official shall inspect, or cause to be inspected, the building or structure proposed to be moved, provided that the building owner or mover shall first pay an investigative inspection fee of $60.00, or as might otherwise be established by the city council. Subsequent to the inspection, the building official shall issue an inspection report which shall generally describe the structural and appearance characteristics of the building, and which shall include information regarding building area and dimensions, foundation style and general condition, roofing and exterior wall cladding materials, the presence and condition of any garage or outbuildings, the general condition of floor systems, exterior and interior walls, roof decking and covering materials, windows, and bathroom/kitchen areas and associated fixtures. Said report shall be provided, promptly upon completion, to the owner and the zoning board of adjustments.

3410.4.3 Action of board; conditional approval. If the zoning board of adjustment grants the special exception, the building official may issue the permit subject to any and all requirements or conditions placed by the board thereon, as well as the other requirements of this chapter. All such requirements and conditions shall be incorporated into the permit, and are considered legal requirements for the purposes of compliance with this chapter.

3410.4.4 Building to be moved beyond the city limits. The building official may issue a permit to move a building or structure at least five thousand (5,000) feet outside of the city limits without a special exception granted by the zoning board of adjustment.

3410.4.5 Procedure where special exception not required. Where a special exception from the zoning board of adjustment is not required, all other provisions of this chapter shall remain applicable.

3410.4.6 Denial of permit. The building official shall deny a moving permit under any of the following circumstances:

1. Where the zoning board of adjustments has denied a required special exception.

2. Where the city or any public utility companies owning overhead infrastructure, including but not limited to wires and cables, have not first examined the proposed movement route to determine that: (a) it owns no lines along the route;

and/or (b) that the proposed movement of the building or structure will not require the removal or cutting of any overhead infrastructure. All routes approved by the city or a public utility company must be evidenced by attested, authorized signature.

3. Where the department of traffic engineering has not first examined the proposed movement route to determine that no traffic signal mast arm will require removal or adjustment in order to accommodate the building or structure. Approval of the proposed route must be evidenced by attested, authorized signature.

4. Where the department of traffic engineering, fire department or police department have not first approved the proposed movement route for the dates and times specified in the application, as attested by the signatures of the authorities having jurisdiction;

5. Where the parties are not otherwise in full compliance with the provisions of the Code of Ordinances, as determined solely by the city, including the specific responsibilities of the parties outlined in section 3408.5.

3410.5 Responsibilities of the parties. The specific responsibilities of the parties involved in the movement of buildings or structures shall be as stipulated in sections 3410.5.1 through 3410.5.3 below. Where the destination lot is outside the corporate limits of the city, sections 3410.5.1(4)(a) and 3410.5.3 shall not apply.

3410.5.1 Moving contractor.

The moving contractor shall perform the following:

1. Obtain and maintain all required insurance policies, bonds, permits, and approvals as necessary to initiate and complete the project in a lawful manner;

2. Obtain necessary permit applications from the building official, identify the route, date(s), and time(s) of the proposed move, including the locations and durations of any temporary storage ("stack lot") locations, and secure the approval of all city and franchise utility companies, the City of Lubbock Traffic Engineering Department, the Texas Department of Transportation, as applicable, and emergency service providers, including, but not limited to,

the Lubbock Police Department, Lubbock Fire Department, and Lubbock emergency medical services providers, as specified in section 3410.4.6.

3. Advise the building owner if a zoning board of adjustment (ZBA) special exception is required pursuant to section 40.02.055(b)(10) of the Code of Ordinances.

4. If the special exception referenced in (3) above is granted the owner, or is not otherwise required:

   a) Confirm that the destination lot/building owner has obtained necessary building permits for construction of a permanent foundation system, has completed said construction and received final inspection approval for same pursuant to section 3410.9.3 item #3;

   b) Arrange and pay for a police department escort along the moving route in accordance with applicable police department policy; and

   c) Obtain necessary moving permits from the building official.

5. Coordinate with the appropriate utility companies to disconnect and make safe all sources of electricity, water, fuel gas, and sanitary sewer. Sanitary sewer outlets shall be capped or otherwise secured from rainwater infiltration. Electricity shall be disconnected at the transformer or through removal of the meter and sealing of the meter socket against unauthorized entry. Fuel gas shall be shut off at the meter.

6. Provide proper and adequate safeguards for the public, employees, and adjoining property during demolition and lot clearing activities, including compliance with section 3303 of the International Building Code and obtaining street barricade permits where necessary for protection of/from vehicular traffic.

7. In coordination with the appropriate department, agency, or franchise utility company, repair all damage to public improvements incurred during demolition and building movement activities, including, but not limited to, street surfaces, curb and gutter, sidewalks, driveway approaches,

utility lines, sign posts, traffic signals, and drainage structures along the moving route.

Failure to comply with item (5), (6) or (7) of this section is deemed a misdemeanor punishable by fine in accordance with section 1.01.004 of the Code of Ordinances.

3410.5.2 Origin lot owner.

The owner of the lot from which the building is moved shall perform the following immediately after the building is removed from the lot:

1. Fill all open excavations with clean fill dirt (no rubble or trash to be used).

2. Re-establish lot grades to convey storm water runoff to the street, alley, or other approved conveyance without ponding and without directing storm water runoff onto other private property.

3. Clear the lot of all trash, rubbish, building debris, dead shrubbery, tree limbs, etc.

4. Cap all sanitary sewer outlets or otherwise secure them from rainwater infiltration.

5. In coordination with the appropriate department or franchise utility, repair all damage to public improvements incurred during the demolition and building movement activities, including, but not limited to, street surfaces, curb and gutter, sidewalks, driveway approaches, utility lines, sign posts, and drainage structures within the lot frontage.

Failure to comply with items (1)–(5) of this section is deemed a misdemeanor punishable by fine in accordance with section 1.01.004 of the Code of Ordinances of the city.

3410.5.3 Destination lot/building owner. The owner of the lot to which the building is moved shall perform the following:

1. Prior to arranging for movement of the building, obtain an investigative inspection of the building to determine the degree of renovation necessary to bring the building's structural, plumbing, electrical, mechanical and fuel gas systems up to minimum standards for new construction, as

determined by the applicable technical codes adopted under chapter 28 of the Code of Ordinances. Where the lot of origin is not within the city limits, the building owner shall conform to building inspection department policy with regard to arrangement of inspections and payment therefor.

2. Obtain special exception approval from the zoning board of adjustments pursuant to section 40.02.055(b)(10), as applicable.

3. Construct and obtain inspection approval of required permanent foundation systems in preparation for final placement and attachment of the building. All necessary permits for the foundation system must be obtained prior to construction.

4. Upon placement and attachment of the building, complete all required renovations to bring the building up to current standards as required by section 3410.3 within the time frames stipulated in section 3410.6.

5. Complete all required work to comply with any conditions of approval established by the zoning board of adjustments, within stipulated time frames.

3410.6 Violations; public nuisance. Except as provided herein, any of the conditions identified in sections 3410.6.1 through 3410.6.3 are deemed unlawful hazards to public health and safety and therefore constitute misdemeanors punishable by fine in accordance with section 1.01.004 of the Code of Ordinances. Said conditions are also declared public nuisances, and shall be referred by the building official to the structural standards administrator for disposition pursuant to section 1102 of the property maintenance code as set forth in chapter 34 of the Code of Ordinances.

3410.6.1. Building detached from foundation. Any building that has been detached for more than thirty (30) days from its foundations in preparation for a move, or that has been moved from its original location and has not been affixed to its permanent foundation in accordance with the building code within thirty (30) days of the issue date of the moving permit, or any longer period approved by the zoning board of adjustments as part of the special exception process set forth in section 40.02.055(b)(10) of the Code of Ordinances.

3410.6.2 Building not in conformance with Code of Ordinances. Any moved building not brought into compliance with all relevant sections of all city codes within 180 days from the date the foundation permit is first issued for the destination lot, or any longer period approved by the zoning board of adjustments as part of the special exception process set forth in section 40.02.055(b)(10) of the Code of Ordinances.

3410.6.3 Building not in conformance with stipulated conditions.

Any moved building not brought into compliance with all requirements and conditions placed thereon by the zoning board of adjustments within such time frames as the board shall have stipulated as part of the special exception approval process outlined in section 40.02.055(b)(10) of the Code of Ordinances.

A building that has been secured against entry and moved to an appropriately-zoned temporary location ("stack lot") that is fenced or otherwise secured from public access so as not to create an attractive nuisance or to present a hazard to the public from overturning pending eventual movement to the destination lot shall not be considered a violation under section 3410.6.1, so long as the temporary location is identified at the time of moving permit application, and further is for a pre-determined, temporary duration not to exceed 180 days.

(24) Accessibility For Existing Buildings. Section 3411 is hereby deleted in its' entirety.

(25) Applicability. Section 3412.2 is hereby amended to read as follows:

3412.2 Applicability. Structures existing prior to April 28, 1938 in which there is work involving additions, alterations or changes of occupancy shall be made to comply with the requirements of this section or the provisions of Sections 3403 through 3409. The provisions in Sections 3412.2.1 through 3412.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R, S and U. These provisions shall not apply to buildings with occupancies in Group H or I.

(26) Flood hazard areas. Section 3412.2.4.1 is hereby amended to read as follows:

3412.2.4.1. Flood hazard areas. For existing buildings located in flood hazard areas established in Article 30.03.008 of the Lubbock Code of Ordinances, if the alterations and repairs constitute substantial improvement of the existing building, as defined in Article 30.01.001, the existing building shall comply with the flood design requirements in Article 30.03.071.

(27) Accessibility. Section 3412.2.5 is hereby deleted in its' entirety.

(28) Referenced Standards- ICC. Chapter 35 is hereby amended by amending the "ICC-IECC" entry to reflect the 2009 edition as follows:

IECC-09 International Energy Conservation Code...101.4.6, 201.3, 1203.1, 1203.3.2, 1301.1.1, 1405.3, 3401.3

(29) Zoning regulations. A new section H101.1 is hereby added to read as follows:

H101.1. Zoning regulations. Chapter 40 (zoning) of the Code of Ordinances regulates the permissibility, placement, and physical characteristics of signs upon premises within the city based on particular zoning district requirements. Any reference to a particular sign type, size, height, or other physical characteristic within this Appendix should not therefor be construed as allowing such if otherwise prohibited or regulated by chapter 40 of the Code of Ordinances.

(30) Signs exempt from permits. Section H101.2 is hereby amended to read as follows:

H101.2 Signs exempt from permits. The following signs are exempt from the requirements to obtain a permit before erection:

1. Temporary signs announcing the sale or rent of property.

2. Signs erected by transportation authorities.

3. The changing of moveable parts of an approved sign that is designed for such changes, or the repainting or repositioning of display matter shall not be deemed an alteration.

4. Other signs as set forth in article 40.04, division 1 of the Code of Ordinances, or as deemed appropriate by the building and zoning officials.

(31) Permits, drawings and specifications. Section H105.2 is hereby amended to read as follows:

H105.2 Permits, drawings and specifications. Where a permit is required, construction documents shall be required. These documents shall show the dimensions, materials and required details of construction, including loads, stresses and anchors. The documents shall bear the seal of a professional engineer licensed in the State of Texas.

Exceptions:

Documents for the following sign types shall not be required to bear the seal of a professional engineer:

1. Monument signs not exceeding seven (7) feet in height.

2. Wall signs attached flat to the building wall.

(32) General (roof signs). Section H110.1 is hereby amended to read as follows:

Roof signs shall be constructed entirely of metal or other approved noncombustible material except as provided for in sections H106.1.1 and H107.1. Provisions shall be made for electric grounding of metallic parts. Where combustible materials are permitted in letters or other ornamental features, wiring and tubing shall be kept free and insulated therefrom. Roof signs shall be so constructed as to leave a clear space of not less than 6 feet (1829 mm) between the roof level and the lowest part of the sign and shall have at least 5 feet (1524 mm) clearance between the vertical supports thereof. Where such clearances cannot be provided, structural analysis of the roof supporting elements shall be undertaken by a structural engineer, including the added dead and wind loading of the sign, and any necessary strengthening provided. No portion of any roof sign structure shall project beyond an exterior wall.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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

SECTION 4. THAT pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____day of _____, 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:

_____

Steve O'Neal, Chief Building Official

APPROVED AS TO FORM:

_____

Amy L. Sims, Deputy City Attorney

Regular City Council Meeting **7. 15.**

Meeting Date: 04/28/2016

Information

Agenda Item

Ordinance 1st Reading - Building Inspection: Consider amending Chapter 28, Article 28.10 of the Code of Ordinances of the City of Lubbock with regard to adoption of the 2012 International Plumbing Code with local amendments.

Item Summary

The 2012 International Plumbing Code is a national model plumbing code governing the construction, alteration and repair of plumbing systems within buildings other than one and two family dwellings. It is updated on a triennial basis pursuant to a legislative process wherein plumbing officials of member jurisdictions cast votes with regard to proposed changes. State governments, including Texas, mandate adoption of this or a similar plumbing code, but do not prohibit local amendment.

Historically, Lubbock has amended the plumbing code to suit local conditions, and this 2012 edition has retained several. Nothing substantive has been added in this cycle.

Fiscal Impact

None.

Staff/Board Recommending

Steve O'Neal, Chief Building Official
Model Code and Construction Ordinance Advisory Board

Attachments

Ordinance - Plumbing Code

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO ADOPTION OF THE 2012 INTERNATIONAL PLUMBING CODE AND PROVIDING FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to adopt the 2012 International Plumbing Code for the City of Lubbock with certain amendments thereto to meet local conditions; NOW THEREFORE:

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

SECTION 1. THAT Chapter 28, Article 28.10 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

ARTICLE 28.10 PLUMBING CODE

Division 1. Generally

28.10.001 Adopted

The 2012 Edition of the International Plumbing Code, as published by the International Code Council, Inc., as hereinafter amended, including Appendices C, D, E, and F is hereby adopted as the plumbing code of the City of Lubbock, Texas. A copy of said plumbing code is attached hereto and incorporated herein as though set out herein in detail. References to the Plumbing Code in this chapter shall mean the 2012 Edition of the International Plumbing Code. One copy of the 2012 International Plumbing Code shall be filed with the City Secretary and a copy shall be maintained in the office of the City Building Official. All such copies, with the amendments thereto, shall be open to public inspection during the usual hours of business of the offices where they are maintained.

28.10.002 Coordination of administrative provisions

The administrative provisions contained in chapter 28, articles 28.01 through 28.08 of this Code of Ordinances are applicable to this article; however, for purposes of administering provisions related more specifically to the regulation of plumbing systems installation, these supplemental administrative provisions have been provided. Except as amended or supplemented within sections 28.10.002, 28.10.003, and 28.10.051 through 28.10.056, the entire text of chapter 1 of the 2009 International Plumbing Code is deemed to be incorporated herein as though set out herein in detail. Where a conflict arises between a provision contained within sections 28.10.002, 28.10.003, and 28.10.051

through 28.10.056 and articles 28.01 through 28.08 of this Code of Ordinances, it is the intent that the more specific shall govern, as determined by the building official.

28.10.003 Supplemental administrative amendments

(a) Fee schedule. Section 106.6.2 is hereby amended by inserting the following fee schedule:

PLUMBING FEES*	
New Construction:	$0.05 per sq. ft. of gross floor area under roof, $30.00 minimum. (Where more than one inspection is required, an additional fee of $15.00 shall be assessed for each additional inspection)
Additions to floor area	As for new construction
Alterations & remodeling (no change in building area):	$2.00 per $1,000.00 valuation, $30.00 minimum (Where more than one inspection is required, an additional fee of $15.00 shall be assessed for each additional inspection) (See Note 3)
Total re-plumb:	As for new construction
Miscellaneous permits for new installations, replacement and repair of: Water heaters, water lines, sewer lines, gas lines, water softeners, irrigation systems, fixed appliances, fixtures, etc. requiring inspection approval:	$30.00 (Where more than one inspection is required, an additional fee of $15.00 shall be assessed for each additional inspection) Service line tap fees, or adjustments in grade, where needed, may involve extra fees. Contact the appropriate utility department.
Permit fees, work commencing prior to permit approval:	As for building permit fees (see article 28.05), except that permit fee calculations shall be based on this section.
Renewal of expired or involuntarily terminated permits:	
Permit transfer fee:	
Re-inspection fees:	

*The fees in this schedule are all-inclusive for the collective plumbing work (water, DWV, & fuel gas) performed in a building; they are not intended to be charged in addition to the fees specified in article 28.15 of this chapter.

(b) Administrative amendments and cross-references to articles 28.01 through 28.08. The following administrative provisions within chapter 1 of the International Plumbing Code are hereby stricken, and the corresponding provisions within articles 28.01 through 28.08 of this Code of Ordinances shall govern, as indicated in table 28.10.003 below:

TABLE 28.10.003

ADMINISTRATIVE PROVISIONS CROSS-REFERENCE

2012 International Plumbing Code Section	Section Heading/Subject	Refer to Lubbock Code of Ordinances Chapter Section
106.6.3	Fee refunds	28.05.109
108.4	Violation penalties	28.02.006
108.5	Stop work orders	28.02.007
109.1 through 109.7	Means of appeal	2.03.491 through 2.03.495

Sec. 28.10.004 Technical amendments

(a) Protection against physical damage. Section 305.8 is hereby amended to read as follows:

Section 305.8 Protection against physical damage. In concealed locations where piping, other than cast-iron or galvanized steel, is installed through holes or notches in studs, joists, rafters or similar members less than 1.5 inches (38 mm) from the nearest edge of the member, the pipe shall be protected by steel shield plates. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 gage). Such plates shall cover the area of the pipe where the member is notched or bored.

(b) Over-excavation. Section 306.2.1 is hereby amended to read as follows:

306.2.1 Over-excavation. Where trenches are excavated below the installation level of the pipe such that the bottom of the trench does not form the bed for the pipe, the trench shall be backfilled to the installation level of the bottom of the pipe placed in layers of 6 inches (152 mm) maximum depth and such backfill shall be compacted after each placement. The backfill material may consist of sand or fine gravel, or excavated material that complies with section 306.3.

(c) Drainage and vent water test. Section 312.2 is hereby amended to read as follows:

312.2 Drainage and vent water test. A water test shall be applied to the drainage system either in its entirety or in sections. If applied to the entire system, all openings in the piping shall be tightly closed, except the highest opening, and the system shall be filled with water to point of overflow. If the system is tested in sections, each opening shall be tightly plugged except the highest openings of the section under test, and each section shall be filled with water, but no section shall be tested with less than a five-foot head of water above floor height. In testing successive sections, at least the upper 10 feet of the next preceding section shall be tested so that no joint or pipe in the building, except the uppermost 10 feet of the system, shall have been submitted to a test of less than a five-foot head of water above floor height. The water shall be held kept in the system, or in the portion under test, for at least 15 minutes before inspection starts. The system shall then be tight at all points.

(d) Gravity sewer test. Section 312.6 is hereby amended to read as follows:

312.6 Gravity sewer test. Gravity sewer tests shall consist of plugging the end of the building sewer at the point of connection with the public sewer, filling the building sewer with water, testing with not less than a 5-foot head of water and maintaining such pressure for 15 minutes.

(e) Sheet lead. Section 402.4 is hereby amended to read as follows:

402.4 Sheet lead. Sheet lead for pans shall not weigh less than two and one-half (2-1/2) pounds per square foot coated with an asphalt paint or other approved coating.

(f) Sheet lead. Section 417.5.2.3 is hereby amended to read as follows:

417.5.2.3. Sheet lead. Sheet lead shall not weigh less than two and one-half (2-1/2) pounds per square foot coated with an asphalt paint or other approved coating. The lead sheet shall be insulated from conducting substances other than the connecting drain by 15-pound asphalt felt or its equivalent. Sheet lead shall be joined by burning.

(g) Water hammer. Section 604.9 is hereby amended to read as follows:

604.9 Water hammer. The flow velocity of the water distribution system shall be controlled to reduce the possibility of water hammer. An air chamber or a water-hammer arrestor shall be installed where quick-closing valves are utilized, unless otherwise approved. Water-hammer arrestors shall be installed in accordance with the manufacturer's specifications. Water-hammer arrestors shall conform to ASSE 1010.

(h) Solvent cementing. Section 605.22.2 is hereby amended to read as follows:

605.22.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Clear primer in lieu of purple is acceptable where joints are accessible. Solvent cement not purple in color and conforming to ASTM D 2564 or CSA CAN/CSA-B137.3 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent-cement joints shall be permitted above or below ground.

(i) Location of full-open valves. Section 606.1 is hereby amended to read as follows:

606.1 Location of full-open valves. Full open valves shall be installed in the following locations:

1. On the building water service pipe from the public water supply.
2. On the water distribution supply pipe at the entrance into the structure if the water meter is more than 100 feet from the building.
3. On the water supply pipe to a gravity or pressurized water tank.
4. On the water supply pipe to every water heater.

(j) Location of shutoff valves. Section 606.2 is hereby amended to read as follows:

606.2 Location of shutoff valves. Shutoff valves shall be installed in the following locations:

1. On the fixture supply to each plumbing fixture in other than bathtubs and showers in one- and two-family and multiple-family residential occupancies, and other than in individual sleeping units that are provided with unit shutoff valves in hotels, motels, boarding houses and similar occupancies.
2. On the water supply pipe to each appliance or mechanical equipment.

(k) Slope of horizontal drainage pipe. Table 704.1 is hereby amended to read as follows:

TABLE 704.1 SLOPE OF HORIZONTAL DRAINAGE PIPE	
Size (inches)	**Minimum slope (inch per foot)**
2-1/2 or less	1/4
3 to 5	1/8
6 or larger	1/16

(l) Solvent cementing. Section 705.8.2 is hereby amended to read as follows:

705.8.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Clear primer in lieu of purple primer is acceptable where joints are accessible. Solvent cement not purple in color and conforming to ASTM D 2564 CSA CAN/CSA-B137.3, CSA CAN/CSA-B181.2 or CSA CAN/CSA-BV182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent-cement joints shall be permitted above or below ground.

(m) Solvent cementing. Section 705.14.2 is hereby amended to read as follows:

705.14.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Clear primer in lieu of purple primer is acceptable where joints are accessible. Solvent cement not purple in color and conforming to ASTM D 2564 CSA CAN/CSA-B137.3, CSA CAN/CSA-B181.2 or CSA CAN/CSA-BV182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent-cement joints shall be permitted above or below ground.

(n) Installation of fittings. Section 706.3 is hereby amended to read as follows:

706.3 Installation of fittings. Fittings shall be installed to guide sewage and waste in the direction of flow. Change in direction shall be made by fittings installed in accordance with Table 706.3. Change in direction by combination fittings, side inlets or increasers shall be installed in accordance with Table 706.3 based on the pattern of flow created by the fitting. Double sanitary tee patterns shall not receive the discharge of back-to-back water closets and fixtures or appliances with pumping action discharge.

(o) Building drains and sewers. Table 710.1(1) is hereby amended to read as follows:

Table 710.1(1)

BUILDING DRAINS AND SEWERS

MAXIMUM NUMBER OF DRAINAGE FIXTURE UNITS CONNECTED TO ANY PORTION OF THE BUILDING DRAIN OR THE BUILDING SEWER, INCLUDING BRANCHES OF THE BUILDING DRAIN

Diameter of pipe (inches)	**Slope per foot**			
	1/16 inch	1/8 inch	1/4 inch	1/2 inch
1-1/4	–	–	1	1
1-1/2	–	–	3	3
2	–	–	21	26
2-1/2	–	–	24	31
3	–	36	42	50
4	–	180	216	250
5	–	390	480	575
6	620	700	840	1000
8	1400	1600	1920	2300
10	2500	2900	3500	4200
12	3900	4600	5600	6700
15	7000	8300	10,000	12,000

For SI: 1 inch=25.4 mm, 1 inch per foot=0.8333 mm/m

a. The minimum size of any building drain serving a water closet shall be 3 inches.

(p) Roof extension. Section 904.1 is hereby amended to read as follows:

904.1 Roof Extension. All open vent pipes that extend through a roof shall be terminated at least 10 inches above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet above the roof.

(q) 1001.1. Scope (Traps, Interceptors and Separators). Section 1001.1 is hereby amended to read as follows:

1001.1 Scope. This chapter shall govern the material and installation of traps, interceptors and separators. See also divisions 5 and 6 of article 22.04 (wastewater system) of the Lubbock Code of Ordinances.

(r) Storm drainage-general (tests). Section 1101.4 is hereby amended to read as follows:

1101.4 Tests. The building storm drain shall be tested within the building only and shall not require 5-foot head, but roof drain level only.

(s) Roof design. Section 1101.7 is hereby amended to read as follows:

1101.7 Roof design. Roofs shall be designed for the maximum possible depth of water that will pond thereon as determined by the relative levels of roof deck and overflow weirs, scuppers, edges or serviceable drains in combination with the deflected structural elements *in accordance with Section 1611 of the International Building Code*. In determining the maximum possible depth of water, all primary roof drainage means shall be assumed to be blocked.

(t) Combining storm with sanitary drainage. Section 1104.2 is hereby amended to read as follows:

1104.2 Combining storm with sanitary drainage. The sanitary and storm drainage systems of a structure shall be entirely separate.

(u) Strainers. A new section 1105.3 is hereby added to read as follows:

1105.3 Strainers. Roof drains shall have strainers extending not less than 4 inches (102 mm) above the surface of the roof immediately adjacent to the roof drain. Strainers shall have an available inlet area, above roof level, of not less than one and one-half times the area of the conductor or leader to which the drain is connected.

(v) Flat decks. A new section 1105.4 is hereby added to read as follows:

1105.4 Flat decks. Roof drain strainers for use on sun decks, parking decks and similar areas that are normally serviced and maintained shall comply with Section 1105.3 or shall be of the flat-surface type, installed level with the deck, with an available inlet area not less than two times the area of the conductor or leader to which the drain is connected.

(w) General (Size of Conductors, Leaders and Storm Drains). Section 1106.1 is hereby amended to read as follows:

1106.1 General. The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers in Lubbock, Texas, shall be based on a minimum 100-year hourly rainfall rate of 3.3 inches (84 mm) per hour.

(x) Vertical conductors and leaders. Section 1106.2 is hereby amended to read as follows:

1106.2 Vertical conductors and leaders. Vertical conductors and leaders shall be sized for the maximum projected roof area, in accordance with Table L1106.2(1) and Table L1106.2(2).

(y) Table L1106.2(1) Size of Vertical Conductors and Leaders. Table 1106.2(1) is hereby deleted and replaced with Table L1106.2(1) as follows:

TABLE L1106.2(1)
SIZE OF CIRCULAR VERTICAL CONDUCTORS AND LEADERS

DIAMETER OF LEADER (inches)[a]	HORIZONTALLY PROJECTED ROOF AREA (square feet)		
	Rainfall Rate (inches per hour)		
	3	3.3	4
2	960	888	720
3	2,930	2,711	2,200
4	6,130	5,671	4,600
5	11,530	10,666	8,650
6	17,995	16,647	13,500
8	38,660	35,762	29,000

a. Sizes indicated are the diameter of circular piping. This table is applicable to piping of other shapes, provided the cross-sectional shape fully encloses a circle of the diameter indicated in this table. For rectangular leaders, see Table L1106.2(2). Interpolation is permitted for pipe sizes that fall between those listed in this table.
b. The Rate of Rainfall for Lubbock, Texas, is 3.3 inches per hour, as shown in Appendix B of the 2012 International Plumbing Code.

(z) Table L1106.2(2) Size of Rectangular Vertical Conductors and Leaders. Table 1106.2(2) is hereby deleted and replaced by Table L1106.2(2) as follows:

TABLE L1106.2(2)
SIZE OF RECTANGULAR VERTICAL CONDUCTORS AND LEADERS

DIMENSIONS OF COMMON LEADER SIZES width x length (inches) [a,b]	HORIZONTALLY PROJECTED ROOF AREA (square feet)		
	Rainfall Rate (inches per hour)		
	3	3.3	4
1 3/4 x 2 1/2	1,130	1,046	850
2 x 3	1,840	1,702	1,380
2 3/4 x 4 1/4	4,270	3,949	3,200
3 x 4	4,400	4,070	3,300
3 1/2 x 4	5,300	4,901	3,970
3 1/2 x 5	7,100	6,566	5,320
3 3/4 x 4 3/4	7,320	6,771	5,490
3 3/4 x 5 1/4	8,500	7,864	6,380
3 1/2 x 6	9,260	8,564	6,940
4 x 6	10,990	10,165	8,240
5 1/2 x 5 1/2	14,760	13,653	11,070
7 1/2 x 7 1/2	33,500	30,986	25,120

a. Sizes indicated are nominal width x length of the opening for rectangular piping.

b. For shapes not included in this table, Equation 11-1 shall be used to determine the equivalent circular diameter, D_e, of rectangular piping for use in interpolation using the data from Table L1106.2(1).

$D_e = (\text{width} \times \text{length})^{1/2}$ **(Equation 11-1)**

where:

D_e = equivalent circular diameter; D_e, width, and length are in inches.

c. The Rate of Rainfall for Lubbock, Texas, is 3.3 inches per hour, as shown in Appendix B of the 2012 International Plumbing Code.

(aa) Building storm drains and sewers. Section 1106.3 is hereby amended to read as follows:

1106.3 Building storm drains and sewers. The size of the building storm drain, building storm sewer and their horizontal branches having a slope of one-half unit or less vertical in 12 units horizontal (4-percent slope) shall be based on the maximum projected roof area in accordance with Table L1106.3. The slope of horizontal branches shall be not less than one-eighth unit vertical in 12 units horizontal (1-percent slope) unless otherwise approved.

(bb) Table L1106.3 Size of Horizontal Storm Drainage Piping. Table 1106.3 is hereby replaced with Table L1106.3 as follows:

TABLE L1106.3
SIZE OF HORIZONTAL STORM DRAINAGE PIPING

SIZE OF HORIZONTAL PIPING (inches)	HORIZONTALLY PROJECTED ROOF AREA (square feet)		
	Rainfall Rate (inches per hour)		
	3	3.3	4
1/8 unit vertical in 12 units horizontal (1 percent slope)			
3	1,096	1,014	822
4	2,506	2,294	1,800
5	4,453	4,119	3,340
6	7,133	6,598	5,350
8	15,330	14,181	11,500
10	27,600	25,530	20,700
12	44,400	41,070	33,300
15	72,800	68,810	59,500
1/4 unit vertical in 12 units horizontal (2 percent slope)			
3	1,546	1,430	1,160
4	3,533	3,268	2,650
5	6,293	5,821	4,720
6	10,066	9,311	7,550
8	21,733	20,103	16,300
10	38,950	36,025	29,200
12	62,600	57,920	47,000
15	112,000	103,600	84,000
1/2 unit vertical in 12 units horiztntal (4 percent slope)			
3	2,295	2,100	1,644
4	5,010	4,635	3,760
5	8,900	8,234	6,680
6	13,700	12,800	10,700
8	30,650	28,355	23,000
10	55,200	51,060	41,400
12	88,800	82,140	66,600
15	158,800	146,860	119,000

The Rate of Rainfall for Lubbock, Texas, is 3.3 inches per hour, as shown in Appendix B of the 2012 International Plumbing Code.

(cc) Size of roof gutters. Section 1106.6 is hereby amended to read as follows:

1106.6 Size of roof gutters. The size of semicircular gutters shall be based on the maximum projected roof area in accordance with Table L1106.6.

(dd) Table L1106.6 Size of Semicircular Roof Gutters. Table 1106.6 is hereby deleted and replaced with Table L1106.6 as follows:

TABLE L1106.6
SIZE OF SEMICIRCULAR ROOF GUTTERS

DIAMETER OF GUTTERS (Inches)	HORIZONTALLY PROJECTED ROOF AREA (square feet)		
	Rainfall Rate (inches per hour)		
	3	3.3	4
$^1/_{16}$ unit vertical in 12 units horizontal (0.5 percent slope)			
3	226	209	170
4	480	444	360
5	834	771	625
6	1,280	1,184	960
7	1,840	1,702	1,380
8	2,655	2,456	1,990
10	4,800	4,440	3,600
$^1/_8$ unit vertical in 12 units horizontal (1 percent slope)			
3	320	296	240
4	681	630	510
5	1,172	1,084	880
6	1,815	1,679	1,360
7	2,600	2,405	1,950
8	3,740	3,458	2,800
10	6,800	6,290	5,100
$^1/_4$ unit vertical in 12 units horizontal (2 percent slope)			
3	454	420	340
4	960	888	720
5	1,668	1,543	1,250
6	2,560	2,368	1,920
7	3,860	3,530	2,760
8	5,310	4,911	3,980
10	9,600	8,880	7,200
$^1/_2$ unit vertical in 12 units horizontal (4 percent slope)			
3	640	592	480
4	1,360	1,258	1,020
5	2,360	2,183	1,770
6	3,695	3,418	2,770
7	5,200	4,810	3,900
8	7,460	6,902	5,600
10	13,330	12,331	10,000

FOR SI: 1 inch = 25.4 mm, 1 square foot = 0.0929 m^2

The Rate of Rainfall for Lubbock, Texas, is 3.3 inches per hour, as shown in Appendix B of the 2012 International Plumbing Code.

(ee) Table L1107.3(1) Size of Scuppers. A new Table L1107.3(1) is hereby added as follows:

TABLE L1107.3(1)
SIZE OF SCUPPERS

Head, H (inches)	Length of Scupper, L (inches)										
	4"	5"	6"	8"	10"	12"	18"	24"	30"	36"	48"
	CAPACITY OF SCUPPER, Q (gallons per minute)										
1"	11.4	14.4	17.4	23.4	29.4	35.4	53.3	71.3	89.3	107.3	143.2
1.846"	27.3	34.8	42.3	57.3	72.4	87.4	132.5	177.6	222.7	267.7	357.9
2"	30.5	39.0	47.5	64.4	81.4	98.3	149.1	200.0	250.8	301.7	403.4

Note: The Table is based on the Francis weir formula:

$Q = 3.33 \times (L - 0.2 \times H) \times H^{1.5}$

Where:

Q = Flow Rate (cubic feet per second).

L = Length of Scupper Opening (feet).

H = Head on Scupper (feet, measured 6 feet back from opening).

(ff) Table L1107.3(2) Maximum Contributing Areas For Parapet Wall Scuppers. A new Table L1107.3(2) is hereby added as follows:

Table L1107.3(2)

MAXIMUM CONTRIBUTING AREAS FOR PARAPET WALL SCUPPERS

For This Table: d_s = 2", i = 3.3 in./hr., and Rain Load, R = 20 psf

Width of Scupper, L (inches)	Maximum Contributing Roof and Wall Areas, A (square feet)
4"	796
5"	1015
6"	1234
7"	1453
8"	1673
10"	2111
12"	2549
16"	3426
24"	5179

A = Maximum Allowable Horizontally Projected Roof Areas Plus One-Half of the Vertical Wall Areas Contributing to the roof drainage area so that the maximum Rain Load on the roof, R, does not exceed **20 psf**. (3.846" of Water Weighs 20 psf, which is equal to the Roof Live Load)

d_s = Depth of Rainwater from the Primary Roof Drain up to the Bottom of the Scupper Inlet (also referred to as Static Head), inches. For this Table; **d_s = 2"**.

H = Maximum Depth of Additional Rainwater Above the Bottom of the Scupper Inlet (also referred to as Hydraulic Head), inches. For this Table; **H = 1.846"** maximum.

(H = 20 psf / 5.2 psf/in. of thickness - d_s = 3.846" - 2" = 1.846")

i = The Rate of Rainfall for Lubbock, Texas, is **3.3 inches per hour**, as shown in Appendix B of the 2012 IPC. The Rate of Rainfall is based on a storm of 1 hour duration and a 100 year return period.

$Q = 3.33 \times (L - 0.2 \times H) \times H^{1.5}$ $A = Q / i$

Q = Flow Rate Through the Scupper, gallons per minute

Note: The minimum Scupper Height shall be 4". Scupper heights greater than 4" do not change the values in the Table.

(gg) Sizing of secondary drains. Section 1108.3 is hereby amended to read as follows:

1108.3 Sizing of secondary drains. Secondary (emergency) roof drain systems shall be sized in accordance with Section 1106 based on the rainfall rate for which the primary system is sized in Tables L1106.2(1), L1106.2(2), L1106.3 and L1106.6. Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall be sized in accordance with Tables L1107.3(1) and L1107.3(2) so that the rain load on the roof does not exceed 20 psf. Notify the structural engineer when the roof and wall areas contributing to the scuppers exceed the values shown in Table L1107.3(2) so that the structure can be designed for increased rain load. Scuppers shall have an opening dimension of not less than 4 inches (102 mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.

(hh) Size of combined drains and sewers. Section 1109 is hereby deleted in its entirety.

(ii) Medical gas certification. Section 1202 is hereby amended by adding a new section 1202.2, as follows:

1202.2 Certification required. A medical gas certification must be furnished to the building inspection department before a final will be approved.

Secs. 28.10.005—28.10.050 Reserved

Division 2. Protection of Water Supply

Sec. 28.10.051 Definitions

For the purposes of section 28.10.052, section 28.10.053 and section 28.10.054 of the Code of Ordinances of the City of Lubbock, and section 312.9 and section 608 of the 2012 International Plumbing Code, sections P2503.7 and P2902 of the 2012 International Residential Code, and the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, the following definitions shall apply. In the event of a conflict between the definitions set forth below and the definitions provided in the 2012 International Plumbing, 2012 International Residential Codes, the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, for the purposes of sections 28.10.052, 28.10.053 and 28.10.054 of the Code of Ordinances of the city, the definitions set forth below shall control.

(1) *Air gap* shall mean the unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet conveying water to a tank, fixture, receptor, sink, or other assembly and the flood level rim of the receptacle. The vertical, physical separation must be at least twice the diameter of the water supply outlet, but never less than 1.0 inch. An air gap may also be a horizontal space between two pipes at no less than 6.0 inches.

(2) *Approved* shall mean accepted by the authority responsible as meeting an applicable specification stated or cited in sections 28.10.051, 28.10.053 through 28.10.054 or as suitable for the proposed use.

(3) *Auxiliary water supply* shall mean any water supply on or available to the premises other than the purveyor's approved public water supply that presents a potential contamination hazard of the public water system. These auxiliary waters may include water from another purveyor's public water supply or any natural source(s) such as a well, spring, river or stream or used waters, or industrial fluids. These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.

(4) *Backflow* shall mean the undesirable reversal of flow in a public water distribution system as a result of a cross connection.

(5) *Backflow prevention assembly* shall mean an approved assembly to counteract backpressure or prevent backsiphonage.

(6) *Backflow prevention assembly test and maintenance report* shall mean the report required for each backflow prevention assembly upon initial installation and periodically thereafter as required, giving evidence that the backflow prevention assembly has been properly selected based on the degree of hazard, and has been properly installed and tested in accordance with applicable standards, and showing the results of this test. The completed form will be forwarded to the water purveyor for documentation and annual record keeping.

(7) *Backflow prevention assembly tester, backflow tester, or general tester* shall mean a backflow assembly device tester who is qualified to test backflow prevention assemblies on any domestic, commercial, industrial or irrigation service (excepting firelines). This person must be licensed by TCEQ and registered with the city.

(8) *Backpressure* shall mean pressure created by any means in the water distribution system, which by being in excess of the pressure in the water supply mains causes a potential backflow condition.

(9) *Backsiphonage* shall mean the backflow of potentially contaminated water into the potable water system as a result of the pressure in the potable water system falling below atmospheric pressure of the plumbing fixtures, pools, tanks or vats connected to the potable water distribution piping.

(10) *Building official* shall mean the officer charged with the enforcement of the building, plumbing, mechanical, electrical, fuel gas, and energy conservation codes of the city, or his duly authorized representative. For purposes of sections 28.10.051, 28.10.053 through 28.10.054, all state-licensed plumbing inspectors under the supervision of the building official are his duly authorized representatives.

(11) *Bypass arrangements* shall mean any jumper connections, removable section, unions, swivels or change-over devices and other temporary or permanent devices through which or because of which backflow can occur.

(12) *Contamination* shall mean an impairment of the quality of the potable water that creates an actual hazard to the public health through poisoning or through the spread of disease by sewage, industrial fluids or waste.

(13) *Cross connection* shall mean a physical connection or bypass arrangement between a public water system and either another supply of unknown or questionable quality, or another source that may contain contaminating or polluting substances, any source of water treated to a lesser degree in the treatment process, or any steam, gas or chemical system.

(14) *Cross-connection control device* shall mean any nationally approved or recognized device placed upon any connection, physical or otherwise, between a potable water supply system and any plumbing fixture or any tank, receptacle, equipment or device, which is designed to prevent nonpotable, used, unclean, polluted and contaminated water, or other substance, from entering into any part of such potable water system under any condition or set of conditions.

(15) *Cross connections - controlled* shall mean a connection between a public water system and a nonpublic water system with an approved backflow prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.

(16) *Cross-connection control by containment* shall mean the installation of an approved backflow prevention assembly at the water service connection to any customer's premises, where it is physically or economically unfeasible to find and permanently eliminate or control all cross connections or potential contamination hazards, within the customer's water system; or it shall mean the installation of an approved backflow prevention assembly on the service line leading to and supplying a portion of a customer's water system where there are cross connections or potential contamination hazards, that cannot be effectively eliminated or controlled at the point of the cross connection.

(17) *Customer/property owner* shall mean the owner, as determined by the real property records of Lubbock County, Texas, or the agent of the owner in responsible charge of the subject premises. For purposes of sections 28.10.051, 28.10.053 through 28.10.054, a licensed plumber and/or irrigator shall be deemed to be an agent of the owner when performing work under the scope of sections 28.10.051, 28.10.053 through 28.10.054 pursuant to a plumbing and/or irrigation permit.

(18) *Customer service inspection* shall mean an inspection designed to detect any actual or potential point of contamination of the potable water system and/or cross-connection hazards.

(19) *Degree of hazard* shall mean the nonhealth hazard or health hazard classification that shall be attached to all actual or potential cross connections.

(A) *Nonhealth hazard* shall mean a cross connection or potential cross connection involving any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable, if introduced into a public water supply.

(B) *Health hazard* shall mean the classification assigned to a cross connection or potential contamination hazard or other situation involving any substance that can cause illness, death, spread of disease or has a high probability of causing such effects if introduced into the potable drinking water supply.

(20) *Double check valve backflow assembly (DCVA), double check assembly, and double check (DC)* shall mean an assembly consisting of two independently acting, approved check valves, including tightly closing resilient seated shutoff valves attached at each end of the assembly and fitted properly located resilient seated test cocks. This assembly shall only be used to protect against a nonhealth hazard.

(21) *Fireline tester* shall mean a tester who is qualified to test backflow prevention assemblies on firelines. This person must be licensed by TCEQ and registered with the city.

(22) *Licensed professional* shall mean any individual, or their representative, that must maintain a license obtained through a professional licensing board in order to conduct their business under state law.

(23) *Nonpotable water* shall mean water not safe for drinking, personal or culinary utilization.

(24) *Pollution* shall mean an impairment of the quality of the potable water to a degree that does not create a hazard to the public health but that does adversely and unreasonably affect the aesthetic qualities of such potable water for domestic use.

(25) *Point of use isolation* shall mean the appropriate backflow prevention within the consumer's water system at the point at which the actual or potential cross connection exists.

(26) *Potable water* shall mean water free from impurities present in amounts sufficient to cause disease or harmful physiological effects and conforming to the bacteriological and chemical quality requirements of the Public Health Service Drinking Water Standards or the regulations of any public health authority having jurisdiction over such matters.

(27) *Potential contamination hazard* shall mean a condition which, by its location, piping or configuration, has a reasonable probability of being used incorrectly, through carelessness, ignorance, or negligence, to create or cause to be created a backflow condition by which contamination can be introduced into the public water supply. Examples of potential contamination hazards are:

(A) Bypass arrangements;

(B) Jumper connections;

(C) Removable sections or spools; and

(D) Swivel or changeover assemblies.

(28) *Public Health Service Drinking Water Standards* shall mean the standards set forth in 30 TAC 290 subchapter F, as may be amended from time to time.

(29) *Reduced pressure principle backflow prevention assembly (RPBA), reduced pressure principle assembly, RPZ or RP assembly* shall mean a backflow prevention device consisting of two independently acting check valves, internally force-loaded to a normally closed position and separated by an intermediate chamber (or zone) in which there is an automatic relief means of venting to the atmosphere, internally loaded to a normally open position between two tightly closing shutoff valves and with a means for testing for tightness of the checks and opening of the relief means.

(30) *Repair of an irrigation system* shall mean the reconstruction or renewal of any part of an existing irrigation system, including without limitation, installation of a backflow prevention device, adding additional irrigation zones, reparation of a main irrigation line and valve replacement. For the purpose hereof, the replacement of a control box or sprinkler head(s) shall not be deemed to be a repair.

(31) *Service connection* shall mean the point of delivery where the water purveyor loses control over the water.

(32) *Used water* shall mean any water supplied by a water purveyor from a public water system to a consumer's water system after it has passed through the point of delivery or service connection and is no longer under the sanitary control of the water purveyor.

(33) *Water purveyor* shall mean the director in charge of the water department of the city, who is vested with the authority and responsibility for the implementation of an effective cross-connection control program and for the enforcement of the provisions of sections 28.10.051, 28.10.053 through 28.10.054.

Sec. 28.10.052 Intent; conflicts

Section 28.10.052, section 28.10.053, and section 28.10.054 of the Code of Ordinances of the city are intended to supplement the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, section 312.9, "Inspection and Testing of Backflow Prevention Assemblies," and section 608, "Protection of Potable Water Supply" of the 2012 International Plumbing Code, as well as sections P2503.7 and P2902 of the 2012 International Residential Code, both codes having been previously adopted as a part of the Code of Ordinances of the city. In the event of any conflict between the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, sections 312.9 or 608 of the 2012 International Plumbing Code or sections P2503.7 or P2902 of the 2012 International Residential Code and section 28.10.052, section 28.10.053, and section 28.10.054 of the Code of Ordinances of the city, the provisions of section 28.10.052, section 28.10.053, and section 28.10.054 of the Code of Ordinances of the city shall control. Section 28.10.052, section 28.10.053, and section 28.10.054 of the Code of Ordinances of the city shall be liberally construed to protect the public health and safety of the citizens of the city.

Sec. 28.10.053 Responsibilities of water purveyor, user, customer/property owner and backflow prevention assembly tester

(a) Responsibilities of water purveyor.

(1) (A) No water service connection to any premises shall be installed or maintained by the water purveyor unless the water supply is protected as required by state law, including without limitation, 30 TAC 290.44(h), 30 TAC 290.46(j), 30 TAC 290.47(i), 30 TAC 344.73 and 30 TAC 344.75, as same may be amended from time to time. Service of water, subject to the provisions of sections 28.10.052, 28.10.053, or 28.10.054 of the Code of Ordinances of the City of Lubbock, or sections 312.9 or 608 of the 2012 International Plumbing Code, or sections P2503.7 or P2902 of the 2012 International Residential Code, as applicable, to any premises shall be discontinued by the water purveyor if a backflow prevention assembly required by sections 28.10.051, 28.10.053 through 28.10.054 is not installed properly, tested and maintained, or if it is found that a backflow prevention assembly has been removed, bypassed, or if an unprotected cross connection exists on the premises. Service will not be restored until such conditions or defects are corrected.

(B) For new facilities, permanent water service shall not be provided until all testable backflow prevention assemblies have been tested and are operational. Except in cases where the testing of backflow prevention assemblies must be delayed until the installation of internal production or auxiliary equipment, the city shall not approve any certificate of

occupancy until all backflow prevention assemblies have been tested and are operational.

(2) Customer service inspection.

(A) A customer service inspection for cross-connection control shall be completed by the city water purveyor prior to providing continuous water service in each of the following circumstances:

(i) Water service to a newly constructed facility, in which case the customer service inspection shall be performed in conjunction with or near the same time as the plumbing final inspection conducted by the building official.

(ii) Any correction, addition or improvement to the water service or water distribution plumbing of any facility or premises, except for minor repair and maintenance work exempted from permitting by section 106.2 of the 2012 International Plumbing Code, or in cases where an approved RPBA backflow prevention device has been installed at the point of water service connection such that premises' isolation is achieved, and said device has been verified as having been properly tested and maintained as provided herein. Where nonexempt plumbing work has been performed upon the water service or water distribution plumbing of any facility or premises, and approved premises isolation has been provided as described herein, the building official shall be solely responsible for ensuring compliance of any such work on the customer side of the backflow device.

(B) A permanent water service shall not be established with regard to a newly constructed facility until after the customer service inspection is completed.

(C) Temporary water service, for construction or other purposes, that is found to pose a potential cross-connection threat to the potable water due to the unknown use of the water therefor, or other reasons or causes, shall be protected by an approved backflow prevention assembly.

(3) If, in the judgment of the water purveyor or building official an approved backflow prevention assembly is required at the customer's/property owner's water service connection; or, within the customer's/property owner's private water system for the safety of the public water system, the water purveyor or the designated agent shall:

(A) Give notice in writing to the customer/property owner to install an approved backflow prevention assembly(s) at specific location(s) at his/her expense, and depending on the severity of the threat to the public water supply, within the time frame required by the city and in all instances within thirty (30) days.

(B) In the case of any premises where, in the opinion of the water purveyor and/or building official, an imminent health threat is posed due to cross connection or a potential contamination hazard, water service to the facility may immediately be discontinued without prior written notice to customer/property owner. Although the city will attempt to provide notice as is reasonably practical, no notice shall be required prior to discontinuance.

(4) Failure, refusal or inability on the part of the customer/property owner to install, have tested and maintain the backflow prevention assembly(s) shall be grounds for discontinuing water service to the premises until such requirements have been met as required by sections 28.10.051, 28.10.053 through 28.10.054.

(5) Any reduction in water pressure caused by the installation of backflow prevention assembly devices shall not be the responsibility of the city.

(b) Responsibilities of the customer/property owner. The customer's/property owner's system shall include those parts of the potable water conveyance facilities beyond the termination of the utility distribution system that are conveying potable water to the points of use of customer/property owner.

(1) Backflow prevention assemblies shall be installed within the customer's/property owner's system at the customer's/property owner's expense at any time required by sections 28.10.052, 28.10.053, or 28.10.054 of the Code of Ordinances of the city and/or sections 312.9 or 608 of the 2012 International Plumbing Code, or sections P2503.7 or P2902 of the 2012 International Residential Code, or the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, as applicable. All backflow prevention devices must be installed and tested as required by:

(A) Section 28.10.052, section 28.10.053, and section 28.10.054 of the Code of Ordinances of the city;

(B) Section 312.9 and section 608 of the 2012 International Plumbing Code; and

(C) 30 TAC 290.44(h), 30 TAC 290.46(j) and 30 TAC 290.47(i).

(2) It shall be the responsibility of the customer/property owner to verify that all applicable city plumbing and/or irrigation permits are obtained and that the customer/property owner, or licensed plumber or irrigator, as applicable, is in compliance with all of the provisions of those permits. In addition to the remedies provided herein, in the event the backflow prevention assembly is installed by a licensed professional, failure by such licensed professional to follow the provisions of such permit will result in written notice to the applicable state licensing agency, in addition to being a violation of sections 28.10.051, 28.10.053 through 28.10.054.

(3) It shall be the responsibility of the customer/property owner and backflow prevention assembly tester performing the subject test(s) to send to the city the backflow prevention assembly test and maintenance records. These materials shall be delivered to the water purveyor office of the city within ten (10) days of installation of the backflow prevention assembly.

(4) The customer's/property owner's system shall be open for inspection at all reasonable times to authorized representatives of the city to determine whether cross connections or potential contamination hazards, including violations of sections 28.10.052, 28.10.053, or 28.10.054 of the Code of Ordinances of the city and/or sections 312.9 or 608 of the 2012 International Plumbing Code, or sections P2503.7 or P2902 of the 2012 International Residential Code, as applicable, exist.

(5) If the customer or premises wherein potable water from the city is supplied or provided has an auxiliary water supply that is treated to a lesser degree than the public water supply or if the water quality is unknown, and which is either cross connected or poses a potential contamination hazard to the public water system, the public water system shall be protected against backflow or backsiphonage by an approved backflow prevention device. The described threat shall be deemed a health hazard when determining the type of approved backflow required. If the auxiliary water supply is used for irrigation purposes, the backflow assembly shall be subject to the requirements of 30 TAC 344.75(c), as same may be amended from time to time.

(6) In the event industrial fluids, any material dangerous to health or any other objectionable substances are handled in such a fashion as to create potential contamination hazard to the public water system, such condition shall be deemed a health hazard. The public water system shall be protected against backflow from the premises by installing an air gap, a reduced pressure principle backflow assembly, or such other backflow assembly device as may be required by 30 TAC 290.47(i), as same may be amended from time to time. See attachment "A," to Ordinance 2007-O0056 incorporated herein and made a part hereof for all purposes.

(7) All new installations of or substantial alterations to fire suppression systems that utilize the city's public water supply shall have installed a U.L. approved backflow prevention device according to the degree of hazard that exists. For purposes of this section, a "substantial alteration" is deemed to be any alteration or expansion of the system that would trigger a requirement for review and approval by the authority having jurisdiction, normally being the city fire marshal. All fireline backflow prevention assemblies must be installed inside the building as determined by section 28.10.053 of the Code of Ordinances of the city. Upon the approved installation of the backflow prevention assembly, a cross-connection test report completed by a licensed fireline tester must be provided to the city as required by subsection (b)(3), above.

(8) Subject to the conditions of this subsection (b)(8), a reduced pressure assembly shall be the minimum protection for fire hydrant water meters which are being used for a temporary water supply during construction or other uses which may pose a potential contamination hazard to the public water supply. Only city fire hydrant water meters with approved backflow prevention assemblies are allowed to be used within the city limits. Failure to comply with this subsection (b)(8) will result in the fire hydrant meter being removed from the premises by the water purveyor.

(9) It shall be the duty of the customer/property owner at any premises where backflow prevention assemblies are installed to have certified inspections and operational tests made upon installation and at least once every three years in nonhealth hazard conditions. In those instances where the water purveyor and/or building official of the city deems the potential backflow to be a health hazard or a potential health hazard, certified inspections shall be required annually or at more frequent intervals as deemed necessary by the water purveyor. All inspections and tests of backflow prevention assemblies shall be at the expense of the customer/property owner and shall be performed by a backflow tester who is licensed with the Texas Commission on Environmental Quality and registered with the water purveyor and meeting all conditions and criteria of section 28.10.052, section 28.10.053, and section 28.10.054 of the Code of Ordinances of the city.

(10) It shall be the responsibility of the customer/property owner that all irrigation systems installed after the effective date hereof and for an existing system in the event of a repair, shall have installed an approved backflow prevention assembly other than an atmospheric vacuum breaker (AVB), in the event an existing irrigation system is repaired.

(11) It shall be the responsibility of the customer/property owner to have the backflow prevention assembly device tested as described in sections 28.10.051, 28.10.053 through 28.10.054. The backflow prevention assembly shall be repaired, overhauled, or replaced at the expense of the customer/property owner whenever said assemblies are found to be defective. Water service shall not be restored until repairs are complete.

(c) Responsibilities of the backflow prevention assembly tester. In addition to requirements of the backflow prevention assembly tester set forth in other parts of this division, the backflow prevention assembly tester shall also comply with the following:

(1) The backflow prevention assembly tester shall perform competent tests, issuing complete, accurate and legible reports of backflow prevention assemblies tested, and filing backflow prevention assembly test and maintenance reports as prescribed by division. Test reports shall be submitted to the water purveyor office of the city, within (10) ten days of the testing by the backflow prevention assembly tester of the installation, replacement, or repair of the backflow assembly.

(2) Prior to performing any testing of backflow prevention assemblies within the city, a licensed backflow prevention assembly tester must be registered annually with the city in accordance with this section.

(A) Eligibility for registration shall be conditioned upon applicant providing proof to the city that they are currently licensed as a backflow prevention assembly tester by the Texas Commission on Environmental Quality.

(B) Each applicant for registration shall furnish evidence to the city to show that he/she has available the necessary tools and equipment to properly test and certify such assemblies. Serial numbers of all test gauges shall be registered with the city annually and shall be listed on tests and maintenance reports prior to being submitted to the city. Each recorded test kit shall be tested annually for accuracy and calibrated to maintain a two-percent accuracy factor.

(3) In the event the city has reason to believe that testing or reporting deficiencies exist in a backflow prevention assembly tester's methods or report, the city shall notify the tester and customer/property owner, and shall take one or more of the following actions:

(A) Require the subject customer/property owner to have retested any backflow prevention assembly previously reported as operational;

(B) In the event the backflow prevention assembly tester has committed three (3) or more inadvertent testing or reporting inaccuracies within a twelve-month period commencing with the first inaccuracy, the backflow prevention assembly tester's registration with the city may be suspended for a period of six (6) months;

(C) In the event the backflow prevention assembly tester shall file with the city an intentional or knowing falsified test report, the backflow prevention assembly tester's registration with the city shall be revoked by the city.

Sec. 28.10.054 Approved backflow prevention device assembly and installation

(a) Any backflow prevention assembly required by sections 28.10.052, 28.10.053, or 28.10.054 of the Code of Ordinances of the city, or section 312.9 or 608 of the 2012 International Plumbing Code, or sections P2503.7 or P2902 of the 2012 International Residential Code, or the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, as applicable, shall be of a model and size approved by the water purveyor/building official or as approved by 30 TAC 290.47(i), as same may be amended from time to time. Backflow prevention devices must be approved by the city prior to installation. A plumbing permit is required in accordance with section 28.05.001 of this chapter. The city shall determine the type and location of the backflow prevention assembly to be installed within the area served by the public water system.

(b) The term "approved backflow prevention assembly" shall mean a backflow prevention assembly that has been manufactured and installed in full conformance with the standards specified within the 2012 International Plumbing Code and those established by the American Water Works Association (AWWA) and the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, titled:

> AWWA C510 Standard for Double Check Valve Backflow-Prevention Assembly, and AWWA C511 Standard for Reduced-Pressure Backflow-Prevention Assembly, and have met completely the laboratory field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research (FCCHR) and the University of Southern California (USC), "Specification of Backflow-Prevention Assemblies" - Sec. 10 of the most current issue of the Manual of Cross-Connection Control.

(c) Backflow prevention assemblies shall be installed in a manner designed to facilitate ease of testing and inspection by the city or any certified general tester. All backflow prevention assemblies shall be tested upon installation, relocation, or repair of same.

(d) Backflow prevention assemblies, in addition to other requirements set forth in sections 28.10.052, 28.10.053, or 28.10.054 of the Code of Ordinances of the city, or section 312.9 or 608 of the 2012 International Plumbing Code, sections P2503.7 or P2902 of the 2012 International Residential Code, or the USC Manual of Cross-Connection Control, American Water Works Association M14 Manual, shall be installed in accordance with subsections (1) through (9) below. The clearance standards set forth in subsections (1) through (9), below, shall apply to all assemblies installed in enclosures and meter boxes.

(1) Backflow prevention assemblies that are larger than four inches and installed more than five feet above floor level must have a suitable platform for use by testing or maintenance personnel.

(2) All backflow prevention assemblies installed eight feet or higher above floor level must have installed a suitable permanent ladder for use by testing or maintenance personnel.

(3) All backflow prevention assembly enclosures shall be designed for ready access and sized to allow for the minimum clearance as established in this article. Removable protective enclosures may be installed on smaller assemblies.

(4) Reduced pressure zone assemblies two inches and smaller shall have at least a six-inch clearance on both ends and on top of the assembly. Additionally, there shall be twelve inches of clearance below the relief valve and twelve inches of clearance on the test cock side of the assembly. All assemblies larger than two inches shall have a minimum of twelve inches of clearance on the back side, twenty-four inches of clearance on the test cock side, and the relief valve opening shall be at least twelve inches plus nominal size of assembly above the floor or highest possible water level.

(5) Double check valve assemblies larger than two inches may be installed above finished grade in a freeze-proof enclosure or below grade in a vault. If assembly is installed below grade, the test cocks must be plugged with corrosion resistant watertight plugs, and shall be no less than twelve inches below grade with a minimum of twelve inches clearance below the backflow assembly device. There shall be at least a six-inch clearance on both ends of the assembly with a minimum clearance of twelve inches on the back side and twenty-four inches on the test cock side. The top of the vault shall be two inches above ground level. Double check valve assemblies shall be installed so that the checks are horizontal.

(6) Double check valve assemblies two inches and smaller may be installed above finished grade in a freeze-proof enclosure or below grade in a box. If assembly is installed below grade, the test cocks must be plugged with

corrosion resistant watertight plugs, and shall be no less than twelve inches below grade with a minimum of twelve inches clearance below the backflow assembly device. There shall be at least a six-inch clearance on both ends of the assembly with a minimum clearance of twelve inches on the back side and twelve inches on the test cock side. The top of the box shall be two inches above ground level. Double check valve assemblies shall be installed so that the checks are horizontal.

(7) Bypass arrangements are prohibited. Pipe fittings which could reasonably be calculated to constitute a means by which a backflow assembly could be bypassed and defeated shall not be installed.

(8) All facilities that require continuous, uninterrupted water service and are required to have a backflow assembly must make provision for the parallel installation of assemblies of the same type so that testing, repair and maintenance can be performed.

(9) All health hazard facilities shall have containment from the city's potable water system. For the purposes of this subsection, "containment" shall mean protection of the public water supply at the service connection.

Sec. 28.10.055 Appeals

The mechanism for appeal from the provisions of this division, or from a decision of an administrative official enforcing same, shall be through the building board of appeals of the city in the same manner as set forth in section 2.03.501 of this code. It is further provided that said board shall have no authority to waive, set aside or alter any provision of this division otherwise mandated by the laws of the state.

Sec. 28.10.056 Violations

Violation of any provision of this division shall be deemed a misdemeanor punishable as provided in section 1.01.004 of the Code of Ordinances of the city. Additionally, a violation of any provision of this division shall be deemed to be a nuisance as defined under section 34.02.031 of the Code of Ordinances of the city. Notwithstanding the above, in the event a violation results in an imminent risk to human health, safety or welfare, the city may immediately discontinue water service to the subject facility without notice. Notwithstanding the right to immediately discontinue water service without notice, as described herein, the city will attempt to provide notice as is reasonably practical under the circumstances presented. The city will provide customer with necessary information to properly reinstate service.

SECTION 2. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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

SECTION 4. THAT pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

SECTION 5. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED.

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

_____
Steve O'Neal, Chief Building Official

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

Regular City Council Meeting **7. 16.**

Meeting Date: 04/28/2016

Information

Agenda Item

Ordinance 1st Reading - Building Inspection: Consider amending Chapter 28 of the Code of Ordinances of the City of Lubbock with regard to adoption of the 2012 International Mechanical Code with local amendments.

Item Summary

The International Mechanical Code is a national model code governing the construction, installation, alteration and repair of heating, ventilation and air conditioning (HVAC) systems within buildings other than one and two family dwellings. It is updated on a triennial basis pursuant to a legislative process wherein mechanical officials from member jurisdictions may vote on proposed changes.

Historically, Lubbock has amended the mechanical code to suit local conditions. The 2012 edition has retained a few from the prior edition.

Fiscal Impact

None.

Staff/Board Recommending

Steve O'Neal, Chief Building Official
Model Code and Construction Ordinance Advisory Board

Attachments

Ordinance - Mechanical Code

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO ADOPTION OF THE 2012 INTERNATIONAL MECHANICAL CODE AND PROVIDING FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to adopt the 2012 International Mechanical Code for the City of Lubbock with certain amendments thereto to meet local conditions; NOW THEREFORE:

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

SECTION 1. THAT Chapter 28, Article 28.11 of the Code of Ordinances of the City of Lubbock is hereby amended as follows:

ARTICLE 28.11 MECHANICAL CODE

Sec. 28.11.001 Adopted

The 2012 edition of the International Mechanical Code, as published by the International Code Council, Inc., as hereinafter amended, including appendix A, is hereby adopted as the mechanical code of the City of Lubbock, Texas. A copy of said code is attached hereto and incorporated herein as though set out herein in detail. References to the Mechanical Code in this chapter or to "this code" within this article shall mean and refer to the 2012 edition of the International Mechanical Code as amended herein. One copy of the 2012 International Mechanical Code shall be filed with the city secretary and a copy shall be maintained in the office of the city building official. All such copies, with the amendments thereto, shall be open to public inspection during the usual hours of business of the offices where they are maintained.

Sec. 28.11.002 Coordination of administrative provisions

The administrative provisions contained in chapter 28, articles 28.01 through 28.08 of this Code of Ordinances are applicable to this article; however, for purposes of administering provisions related more specifically to the regulation of mechanical systems installation, these supplemental administrative provisions have been provided. Except as amended or supplemented within sections 28.11.002 and 28.11.003, the entire text of chapter 1 of the 2012 International Mechanical Code is deemed to be incorporated herein as though set out herein in detail. Where a conflict arises between a provision contained within sections 28.11.002 and 28.11.003 and articles 28.01 through 28.08 of

this Code of Ordinances, it is the intent that the more specific govern, as determined by the building official.

Sec. 28.11.003 Supplemental administrative amendments

(a) Fee schedule. Section 106.5.2 is hereby amended by inserting the following fee schedule:

MECHANICAL FEE SCHEDULE	
New Construction:	$0.05 per sq. ft. of gross floor area under roof, $30.00 minimum. For warehouse and storage occupancies with no more than four (4) mechanical units without branch ducts are to be installed and comprise the entire HVAC system, the fee shall be calculated in the same manner as for alterations and remodeling below.
Additions to floor area, or remodeling involving complete HVAC system replacement:	As for new construction
Alterations & remodeling not involving total HVAC system replacement (no change in building area), including new installations, replacement and repair of: Air handlers, furnaces, air conditioning and ventilation equipment and duct systems, grease hoods, exhaust systems, boilers, chillers, etc. requiring inspection approval:	$2.00 per $1,000.00 valuation, $30.00 minimum (Where more than one inspection is required, an additional fee of $15.00 shall be assessed for each additional inspection)
Miscellaneous "generic" permits for new installations, replacement and repair of: Air handlers, furnaces, air conditioning and ventilation equipment and duct systems, grease hoods, exhaust systems, boilers, chillers, etc. requiring inspection approval:	$30.00 (Where more than one inspection is required, an additional fee of $15.00 shall be assessed for each additional inspection)
Permit fees, work commencing prior to permit approval:	As for building permit fees, except that permit fee calculations shall be based on this section.
Renewal of expired permit:	
Renewal of involuntarily terminated permit:	
Permit transfer fee:	
Re-inspection Fees:	

(b) Administrative amendments and cross-references to articles 28.01 through 28.08. The following administrative provisions within chapter one of the International Mechanical Code are hereby stricken, and the corresponding provisions within articles 28.01 through 28.08 of this Code of Ordinances shall govern, as indicated in table 28.11.003 below:

TABLE 28.11.003

ADMINISTRATIVE PROVISIONS CROSS-REFERENCE

2012 International Mechanical Code Section	Section Heading/Subject	Refer to Lubbock Code of Ordinances Chapter Section
106.5.3	Fee refunds	28.05.109
108.4	Violation penalties	28.02.006
108.5	Stop work orders	28.02.007
109.1 through 109.7	Means of appeal	2.03.491 through 2.03.495

Sec. 28.11.004 Technical amendments

(a) Sloped roofs. Section 306.5.1 is hereby amended to read as follows:

> 306.5.1 Sloped roofs. Where appliances, equipment, fans or other components that require service are installed on a roof having a slope of six units vertical in 12 units horizontal (50 percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a level platform shall be provided on each side of the appliance or equipment to which access is required for service, repair or maintenance. The platform shall not be less than 30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches above the platform, shall be constructed so as to prevent the passage of a 21-inch diameter sphere and shall comply with the loading requirements for guards specified in the *International Building Code*. Access shall not require walking on roofs having a slope greater than 6 units vertical in 12 units horizontal (50 percent slope). Where access involves obstructions greater than 30 inches in height, such obstructions shall be provided with ladders installed in accordance with Section 306.5 or stairs installed in accordance with the requirements specified in the *International Building Code* in the path of travel to and from appliances, fans or equipment requiring service.

(b) Ventilation required. Section 401.2 is hereby amended to read as follows:

401.2 Ventilation required. Every occupied space shall be ventilated by natural means in accordance with Section 402 or by mechanical means in accordance with Section 403.

(c) Exhaust installation. Section 504.4 is hereby amended to read as follows:

504.4 Exhaust installation. Dryer exhaust ducts for clothes dryers shall terminate on the outside of the building and shall be equipped with a back draft damper. Screens shall not be installed at the duct termination. Ducts shall not be connected or installed with sheet metal screws or other fasteners that will obstruct the exhaust flow. Clothes dryer exhaust ducts shall not be connected to a vent connector, vent or chimney. Clothes dryer exhaust ducts shall not extend into or through ducts or plenums.
Exception: Back draft dampers shall not be required for vertical duct penetrations through roofs.

(d) Length identification. Section 504.6.5 is hereby amended to read as follows:

504.6.5. Length identification. Where the exhaust duct is concealed within the building construction and exceeds a total developed length of 35 feet, the equivalent length of the exhaust duct shall be identified on a permanent label or tag. The label or tag shall be located within 6 feet of the exhaust duct connection.

(e) Common exhaust systems for clothes dryers in multi-story structures.
Section 504.8 is hereby amended to read as follows:

504.8. Common exhaust systems for clothes dryers located in multi-story structures. Where a common multistory duct system is designed and installed to convey exhaust from multiple clothes dryers, the construction of the system shall be in accordance with all of the following:

1. The shaft in which the duct is installed shall be constructed and fire-resistance rated as required by the International Building Code.

2. Dampers shall be prohibited in the exhaust duct. Penetrations of the shaft and ductwork shall be protected in accordance with Section 607.5.5, Exception 2.

3. Rigid metal ductwork shall be installed within the shaft to convey the exhaust. The ductwork shall be constructed of sheet steel having a minimum thickness of 0.0187 inch (No. 26 gage) and in accordance with SMACNA Duct Construction Standards.

4. The ductwork within the shaft shall be designed and installed without offsets.

5. The exhaust fan motor design shall be in accordance with Section 503.2.

6. The exhaust fan motor shall be located outside of the airstream.

7. The exhaust fan shall run continuously.

8. Exhaust fan operation shall be monitored in an approved location and shall initiate an audible or visual signal when the fan is not in operation.

9. Makeup air shall be provided for the exhaust system.

10. A cleanout opening shall be located at the base of the shaft to provide access to the duct to allow for cleaning and inspection. The finished opening shall be not less than 12 inches by 12 inches.

11. Screens shall not be installed at the termination.

(f) Locking access port caps. Section 1101.10 is hereby deleted.

SECTION 2. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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

SECTION 4. THAT pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

SECTION 5. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED.

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

_____
Steve O'Neal, Chief Building Official

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

Regular City Council Meeting **7. 17.**

Meeting Date: 04/28/2016

Information

Agenda Item

Ordinance 1st Reading - Building Inspection: Consider amending Chapter 28, Article 28.15 of the Code of Ordinances of the City of Lubbock with regard to the adoption of the 2012 International Fuel Gas Code with local amendments.

Item Summary

The 2012 International Fuel Gas Code is a national model fuel gas code governing the construction, alteration and repair of fuel gas systems within buildings other than one and two family dwellings. It is updated on a triennial basis pursuant to a legislative process wherein plumbing officials of member jurisdictions cast votes with regard to proposed changes. State governments, including Texas, mandate adoption of this or similar codes, but do not prohibit local amendments. Historically, Lubbock has amended the codes to suit local conditions, and this 2012 edition has retained several. Additionally, new amendments have been added to address local concerns regarding the use of corrugated stainless steel tubing (CSST).

Through its special fuel gas subcommittee, the Model Codes Advisory Board has recommended that the use of non-conductive jacketed (yellow) CSST be disallowed, and that existing installations be electrically bonded & grounded. New installations of conductive-jacketed CSST will be permitted, provided that the tubing is listed to the ICC LC-1027 standard, or any equivalent standard as approved by the Code Official and manufacturer's test reports are provided that show the product can withstand lighting energy up to the 95th percentile of negative cloud-to-ground lightning strikes. Additional protection measures, such as direct bonding and minimum clearances to metal chimney flues and vents, are also included.

Fiscal Impact

None.

Staff/Board Recommending

Steve O'Neal, Chief Building Official
Garett Nelson, Fire Marshal
Model Codes and Construction Advisory Board

Attachments

Ordinance - Draft Fuel Gas Code

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO ADOPTION OF THE 2012 INTERNATIONAL FUEL GAS CODE AND PROVIDING FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock finds and determines that:

1. The Lubbock Region, due to the vast expanse of flat, featureless topography, is prone to frequent seasonal bouts of fast-moving, violent thunderstorms, which include significant lightning activity;

2. Cloud-to-ground lightning strikes are associated with thunderstorm activity in the Lubbock Region and both direct and indirect strikes have occurred on and near buildings within the City limits of Lubbock;

3. Modern building developments typically have their utility infrastructure placed underground rather than overhead and feature few trees, resulting in fewer lightning attractants in the landscape, thereby increasing the likelihood of a direct strike on building appendages and protrusions (chimneys, vents, cornices, etc.) given prevalent theories of lightning propagation;

4. New homes and buildings rely less on metallic systems than in decades past (plastic vs. copper water lines, PVC vs. cast iron sewer pipes, plastic vs. metal AC ducting) resulting in fewer electrically conductive metallic pathways and consequently, greater impressed electrical voltage on remaining metal components, such as gas piping and electrical cabling, in the event of a lightning strike;

5. Industry research indicates that half of all negative cloud-to-ground lightning flashes will have an energy discharge of 15.8 Coulombs or greater, and half of all positive cloud-to-ground flashes will have a discharge of 80 Coulombs or greater;

6. Corrugated Stainless Steel Tubing (CSST) gas piping features flexible stainless steel tubing with relatively thin (.08 - .10") walls that are particularly vulnerable to puncture by the heat associated with electrical arcing from a lightning or building electrical current event, relying on coverings or "jackets" of various designs for protection;

7. Fuel gas piping systems, including CSST, are frequently installed in close proximity to lightning attractants, such as metal chimney flue liners, increasing the possibility that a lightning strike thereon will result in the electrical charge being conducted to the gas piping system;

8. First-generation CSST systems bearing the typical yellow-colored non-conductive (dielectric) jacket are deemed to have an unacceptable performance level where lightning is concerned;

9. The propensity of yellow CSST to rupture due to electrical lightning activity at very low levels is known and acknowledged;

10. In several instances, yellow CSST has been damaged by electrical arcing related to direct and/or indirect lightning events, creating leaks and/or natural gas fueled fires in the Lubbock Region, including one injury and one death in the City limits;

11. The prevalent lightning damage mitigation method ("direct bonding") has a limited capacity to protect CSST systems from the arcing effects of lightning;

12. Second-generation CSST products have been developed that feature varying designs of electrically conductive or semi-conductive jackets designed to intercept and divert or dissipate electrical arcing due to lightning that might otherwise cause the underlying thin stainless steel walls to rupture, thus producing a leak or gas-fueled fire condition;

13. These versions of CSST are listed to one of two different published listing criteria based on their ability to perform under lightning testing of varying design and intensity; These listing criteria are known, respectively, as ICC LC-1024 and LC-1027;

14. ICC LC-1027 specifies a test environment and pass/fail criteria most nearly resembling the potential threat from a direct cloud-to-ground lightning flash, as evidenced by published industry data; Products listed to that standard would reasonably seem, therefore, to provide a higher margin of safety;

15. It is accepted that cloud-to-ground lightning flashes usually involve a number of subsequent strokes in a single flash, and that the LC-1027 listing criteria does not take these into account, which the stainless steel tube of the CSST would reasonably seem vulnerable to after having been weakened by the first return stroke of the lightning flash;

16. A heightened "continuing current" component of listing criteria LC-1027 will approximate, as close as is currently possible, the effects of the subsequent strokes of the lightning flash;

17. The "continuing current" component of a negative lightning flash is currently listed in industry standard SAE ARP 5412 B as 85 Coulombs (95^{th} Percentile);

18. The City of Lubbock intends to provide for a minimum level of protection from the effects of lightning by requiring adherence to the ICC LC-1027 listing criteria

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as hereinafter modified, which most closely resembles the natural lightning waveform as well as industry standard SAE ARP 5412 B;

19. ASTM A53 rigid steel pipe (a/k/a "black iron pipe"), the predecessor and traditional alternative to CSST, has been tested under LC-1027 criteria up to 288 Coulombs without failure, and has not been known to fail due to lightning strikes; nevertheless, it is desired that provision be made to allow for use of CSST with safeguards to reduce the risk to the citizens and the public;

20. The City of Lubbock has historically amended its model codes in other respects to provide for a higher level of safety than originally published in order to address hazards associated with local weather conditions;

21. It is deemed to be in the best interests of the health, safety, and welfare of the citizens of Lubbock to adopt the 2012 International Fuel Gas Code with certain amendments thereto to meet local conditions, NOW THEREFORE:

WHEREAS the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to adopt the 2012 International Fuel Gas Code for the City of Lubbock with certain amendments thereto to meet local conditions; NOW THEREFORE:

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

SECTION 1. THAT Chapter 28, Article 28.15 of the Code of Ordinances of the City of Lubbock is hereby amended as follows:

Sec. 28.15.001. Adopted.

The 2012 Edition of the International Fuel Gas Code, as published by the International Code Council, Inc., as hereinafter amended, including Appendices A, B, C and D, is hereby adopted as the fuel gas code of the City of Lubbock, Texas. A copy of said code is attached hereto and incorporated herein as though set out herein in detail. References to the Fuel Gas Code in this chapter shall mean the 2012 Edition of the International Fuel Gas Code. One copy of the 2012 International Fuel Gas Code shall be filed with the City Secretary and a copy shall be maintained in the office of the City Building Official. All such copies, with the amendments thereto, shall be open to public inspection during the usual hours of business of the offices where they are maintained.

Sec. 28.15.002. Coordination of administrative provisions.

The administrative provisions contained in chapter 28, articles 28.01 through 28.08 of this Code of Ordinances are applicable to this article; however, for purposes of administering provisions related more specifically to the regulation of fuel gas systems installation, these supplemental administrative provisions have been provided. Except as

amended or supplemented within sections 28.15.002 and 28.15.003, the entire text of chapter 1 of the 2012 International Fuel Gas Code is deemed to be incorporated herein as though set out herein in detail. Where a conflict arises between a provision contained within sections 28.15.002 and 28.15.003 and chapter 28, articles 28.01 through 28.08 of this Code of Ordinances, it is the intent that the more specific govern, as determined by the building official.

Sec. 28-15.003 Supplemental administrative amendments

(a) 102.4 Additions, alterations or repairs. Section 102.4 is hereby amended by the addition of sub-sections 102.4.1 and 102.4.2 as follows:

102.4.1 Corrugated Stainless Steel Tubing (CSST) Generally: Gas distribution systems comprised wholly or partially of CSST lawfully installed on the date of adoption of this code may remain in place and minor leaks may be repaired in accordance with manufacturer's installation instructions and this code; however, replacement of an entire branch, or expansions to the system shall not be done except with materials complying with this code for new installations pursuant to a permit and in compliance with 102.4.2(b) below.

102.4.2. Un-bonded Corrugated Stainless Steel Tubing (CSST): Gas distribution systems comprised wholly or partially of CSST lawfully installed on the date of adoption of this code and not electrically bonded directly to the electrical system service grounding electrode conductor in accordance with Section 310.1.1 shall be so bonded prior to:

a. Restoration of natural gas service in the event that service is discontinued for any reason other than non-payment;

b. Receipt of an inspection approval or gas utility release by the City of Lubbock subsequent to repair or alteration of any part of the fuel gas system, including equipment or appliance replacement requiring a permit.

(b) Fee schedule. Section 106.6.2 is hereby amended by inserting the following fee schedule:

PLUMBING & FUEL GAS FEES*	
New Construction:	$0.05 per sq. ft. of gross floor area under roof, $30.00 minimum. (Where more than one inspection is required, an additional fee of $15.00 shall be assessed for each additional inspection)
Additions to floor area:	As for new construction
Alterations & remodeling (no change in building area):	$2.00 per $1,000.00 valuation, $30.00 minimum (Where more than one

	inspection is required, an additional fee of $15.00 shall be assessed for each additional inspection) (See Note 3)
Total re-plumb:	As for new const.
Miscellaneous permits for new installations, replacement and repair of: Water heaters, water lines, sewer lines, gas lines, water softeners, irrigation systems, fixed appliances, fixtures, etc. requiring inspection approval:	$30.00 (Where more than one inspection is required, an additional fee of $15.00 shall be assessed for each additional inspection) Service line tap fees, or adjustments in grade, where needed, may involve extra fees. Contact the appropriate utility department.
Permit fees, work commencing prior to permit approval:	As for building permit fees (see article 28.05), except that permit fee calculations shall be based on this section.
Renewal of expired or involuntarily terminated permits:	
Permit transfer fee:	
Re-inspection Fees:	
*The fees in this schedule are all-inclusive for the collective plumbing work (water, DWV, & fuel gas) performed in a building; they are included here for information purposes only, and are NOT intended to be charged in addition to the plumbing fees specified in article 28.10 of this chapter.	

(c) Administrative amendments and cross-references to Articles 28.01-28.08.

The following administrative provisions within chapter 1 of the International Fuel Gas Code are hereby stricken, and the corresponding provisions within articles 28.01 through 28.08 of this Code of Ordinances shall govern, as indicated in Table 28.15.003 below:

TABLE 28.15.003

ADMINISTRATIVE PROVISIONS CROSS-REFERENCE

2012 International Fuel Gas Code Section	Section Heading/Subject	Refer to Lubbock Code of Ordinances Chapter Section
106.6.3	Fee refunds	28.05.109
108.4	Violation penalties	28.02.006
108.5	Stop work orders	28.02.007
109.1 through 109.7	Means of appeal	2.03.491-2.03.495

Sec. 28.15.004 Technical amendments

(a) Section 202 (IFGC) General Definitions: Section 202 of the International Fuel Gas Code is hereby amended by the addition of the definitions below.

CORRUGATED STAINLESS STEEL TUBING (CSST): A flexible stainless steel piping system designed for the distribution of natural and/or liquefied petroleum (LP) gas that is manufactured and listed in accordance with ANSI LC 1/CSA 6.26. CSST will normally be identified by a bright yellow, dielectric (non-conductive) jacket.

CONDUCTIVE-JACKETED CORRUGATED STAINLESS STEEL TUBING (CJ-CSST): A flexible stainless steel piping system designed for the distribution of natural and/or liquefied petroleum (LP) gas that is manufactured and listed in accordance with ANSI LC1/CSA 6.26 and that is enclosed in an electrically conductive outer jacket designed to intercept, dissipate and/or re-route extraneous electrical current in order to mitigate damage to the underlying stainless steel tubing. *CJ-CSST will normally be identified by a black jacket with white or yellow lettering.* For purposes of this code, CJ-CSST shall be listed in accordance with the International Code Council, Inc. (ICC) PMG Listing Criteria No. LC 1027, approved February 2011, or any equivalent such standard as approved by the Code Official, ***with the exception that the current components for the indirect effects 2 testing at Section 4.4.2 of said standard shall be as follows:***

Current Components- Indirect Effects 2 Testing; LC 1027 Section 4.4.2 (Amended)					
Component 1		**Component 2**		**Component 3**	
Return Stroke		**Intermediate Current**		**Continuing Current**	
L_{pk} (kA)	**Al x 10^6 (A2 s)**	**L_{av} (kA)**	**Charge (C)**	**L_{av} (A)**	**Charge (C)**
30 minimum	.055 minimum	2	10	200-800	***85*** **minimum***
*Average continuing current in negative cloud-to-ground lightning flashes (95th percentile) as per Table A21, SAE ARP5412 B (Also, Cianos & Pierce, Aug. 1972). The un-amended *LC 1027 standard specifies 26C, minimum, which represents the 50th percentile.*					

(b) Sloped roofs. Section 306.5.1 is hereby amended to read as follows:

306.5.1 Sloped roofs. Where appliances, equipment, fans or other components that require service are installed on a roof having a slope of six units vertical in 12 units horizontal (50 percent slope) or greater and having an edge more than 30 inches (762 mm) above grade at such edge, a level platform shall be provided on each side of the appliance or equipment to which access is required for service, repair or maintenance. The platform shall not be less than

30 inches (762 mm) in any dimension and shall be provided with guards. The guards shall extend not less than 42 inches above the platform, shall be constructed so as to prevent the passage of a 21-inch diameter sphere and shall comply with the loading requirements for guards specified in the International Building Code. Access shall not require walking on roofs having a slope greater than 6 units vertical in 12 units horizontal (50 percent slope). Where access involves obstructions greater than 30 inches in height, such obstructions shall be provided with ladders installed in accordance with Section 306.5 or stairs installed in accordance with the requirements specified in the International Building Code in the path of travel to and from appliances, fans or equipment requiring service.

(c) 310.1.1 CSST and CJ-CSST electrical bonding. Section 310.1.1 is hereby amended as follows:

310.1.1 CSST and CJ-CSST electrical bonding. Conductive-jacketed corrugated stainless steel tubing systems (CJ-CSST) and existing corrugated stainless steel tubing systems (CSST) subject to Section 102.4.2 shall be bonded to the electrical service grounding electrode system. This requirement applies regardless of the number of segments of such piping in the system.

310.1.1.1 Bonding jumper. The bonding jumper shall be not less than #6 AWG copper or equivalent, attached to the gas piping system at an accessible location between the point of delivery and the first downstream CSST or CJ-CSST fitting using a U.L. 467 listed bonding clamp attached to a length of rigid piping, a malleable iron fitting, a prefabricated manifold or a brass hex fitting.

310.1.1.2 Bonding jumper routing and length. The bonding jumper shall be continuous, shall not exceed 75' in length, and no bend in the conductor shall include an angle of less than 90 degrees, nor a radius of bend of less than 8 inches except at the grounding bus terminus in the electrical panel, where applicable.

(d) 402.4 Sizing tables and equations. The first paragraph of Section 402.4 is hereby amended as follows:

402.4 Sizing tables and equations. Where Tables 402.4(1) through 402.4(37) are used to size piping or tubing, the pipe length shall be determined in accordance with Section 402.4.1, 402.4.2 or 402.4.3. Where the tables refer to "Corrugated Stainless Steel Tubing (CSST)", they shall be deemed to refer only to "Conductive Jacketed Corrugated Stainless Steel Tubing (CJ-CSST)", as defined in Section 202.

(e) 403.5.4 Conductive-jacketed corrugated stainless steel tubing (CJ-CSST). Section 403.5.4 is hereby amended as follows:

403.5.4 Conductive-jacketed corrugated stainless steel tubing (CJ-CSST). Conductive-jacketed corrugated stainless steel tubing (CJ-CSST) shall be listed in accordance with ANSI LC 1/CSA 6.26 and ICC PMG LC 1027 (February 2011) as amended by this code.

(f) CSST and CJ-CSST. Section 404.2 is hereby amended as follows:

404.2 CSST and CJ-CSST. CSST piping systems and tubing, as defined in Section 202, shall not be installed. CJ-CSST piping systems, as defined in Section 202, shall be installed in accordance with the terms of their approval, the conditions of listing, the manufacturer's instructions and this code. Where any of these provisions conflict, the more restrictive shall govern.

(g) Routing and clearances. Section 404.2 is hereby amended by the addition of a new subsection 404.2.1 to read as follows:

404.2.1 Routing and clearances. CJ-CSST piping and tubing shall be routed and installed such that a permanent twenty-four inch (24") clearance is maintained from all metallic vents, chimneys, flues, masts, pipes and similar items that extend through the roof to the outside atmosphere, including their metallic component parts. A permanent barrier consisting of one-half inch (1/2") gypsum wallboard, or equivalent, may substitute for the required clearance.

(h) Test pressure. Section 406.4.1 is hereby amended to read as follows:

406.4.1 Test pressure. The test pressure to be used shall be not less than one and one half (1 1/2) times the proposed maximum working pressure, but not less than eight (8) psig, irrespective of design pressure. Where the test pressure exceeds one hundred twenty-five (125) psig, the test pressure shall not exceed a value that produces hoop stress in the piping greater than fifty (50) percent of the specified minimum yield strength of the pipe.

(i) Located at manifold. Section 409.5.3 is hereby amended to read as follows:

409.5.3 Located at manifold. Where the appliance shutoff valve is installed at a manifold, such shutoff valve shall be located within 50 feet of the appliance served and shall be readily accessible and permanently identified. The piping from the manifold to within 6 feet of the appliance shall be designed, sized and installed in accordance with Sections 401 through 408. Shutoff valves located within attic spaces shall not be considered readily accessible.

(j) Pressure regulators. Section 410.1 is hereby amended to read as follows:

410.1, Pressure regulators. A line pressure regulator shall be installed where the appliance is designed to operate at a lower pressure than the supply pressure. Line gas pressure regulators shall be listed as complying with ANSI Z21.80. Access shall be provided to pressure regulators. Regulators shall be located near walkways or at an access point. Pressure regulators shall be protected from physical damage. Regulators installed on the exterior of the building shall be approved for outdoor installation.

(k) Exhaust material. Section 614.4 is hereby amended to read as follows:

614.4 Exhaust installation. Exhaust ducts for clothes dryers shall terminate on the outside of the building and shall be equipped with a backdraft damper. Screens shall not be installed at the duct termination. Ducts shall not be connected or installed with sheet metal screws or other fasteners that will obstruct the flow. Clothes dryer exhaust ducts shall not be connected to a vent connector, vent or chimney. Clothes dryer exhaust ducts shall not extend into or through ducts or plenums unless properly sleeved with materials conforming to section 602.2.1 of the International Mechanical Code (in the case of plenums), or with materials meeting the requirements for class 0 or 1 duct materials (in the case of ducts). Backdraft dampers shall not be required for vertical terminations through the roof.

(l) Protection required. Section 614.6.3 is hereby amended to read as follows:

614.6.3 Protection required. Protective shield plates shall be placed where nails or screws from finish or other work are likely to penetrate the clothes dryer exhaust duct. Shield plates shall be placed on the finished face of all framing members where there is less than 1.25 inches (32 mm) between the duct and the finished face of the framing member. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 gage). Such plates shall cover the area of the duct where the member is notched or bored.

(m) Length identification. Section 614.6.6 is hereby amended to read as follows:

614.6.6 Length identification. Where the exhaust duct is concealed within the building construction and exceeds a total developed length of 35 feet, the equivalent length of the exhaust duct shall be identified on a permanent label or tag. The label or tag shall be located within 6 feet of the exhaust duct connection.

SECTION 2. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1-4 of the Code of Ordinances of the City of Lubbock, Texas.

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

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

AND IT IS SO ORDERED.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Steve O'Neal, Chief Building Official

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

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Regular City Council Meeting **7. 18.**

Meeting Date: 04/28/2016

Information

Agenda Item

Ordinance 1st Reading- Building Inspection: Consider amending Chapter 28, Article 28.14 of the Code of Ordinances of the City of Lubbock with regard to the adoption of the 2012 International Residential Code with local amendments.

Item Summary

The 2012 International Residential Code is a national model construction code governing the construction, alteration and repair of structural, plumbing, mechanical and fuel gas systems associated with one and two family dwellings. It is updated on a triennial basis pursuant to a legislative process wherein building officials of member jurisdictions cast votes with regard to proposed changes. State governments, including Texas, mandate adoption of this document, but do not prohibit local amendments. Historically, Lubbock has amended the codes to suit local conditions and this 2012 edition has retained several. Additionally, new amendments have been added to address local concerns regarding the use of corrugated stainless steel tubing (CSST) for fuel gas distribution.

Through its Fuel Gas Subcommittee, the Model Codes and Construction Advisory Board has recommended that the use of non-conductive jacketed (yellow) CSST be disallowed, and that existing installations be electrically bonded and grounded. New installations of conductive-jacketed CSST will be permitted, provided that the tubing is listed to the ICC LC-1027 standard or any equivalent standard as approved by the Code Official and manufacturer's test reports are provided that show the product can withstand lightning energy up to the 95th percentile of negative cloud-to-ground lightning strikes. Additional protection measures, such as direct bonding and minimum clearances to metal chimney flues and vents, are also included.

Fiscal Impact

None.

Staff/Board Recommending

Steve O'Neal, Chief Building Official
Garett Nelson, Fire Marshal
Model Codes and Construction Advisory Board

Attachments

Ordinance - Draft Residential Code

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE 28.14 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO ADOPTION OF THE 2012 INTERNATIONAL RESIDENTIAL CODE AND PROVIDING FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS the City Council of the City of Lubbock, Texas has made findings and determinations which are set forth at length in the preamble to that certain ordinance adopting, with amendments, the 2012 International Fuel Gas Code, and those same findings and determinations are hereby ratified and adopted in support of this ordinance by reference as if copied verbatim and set forth at length; and

WHEREAS the City Council of the City of Lubbock, Texas deems it in the best interest of the health, safety, and welfare of the citizens of Lubbock to adopt the 2012 International Residential Code for the City of Lubbock with certain amendments thereto to meet local conditions; NOW THEREFORE:

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

SECTION 1. THAT Chapter 28, Articles 28.14.001 through 28.14.004 of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 28.14.001 Adopted

The 2012 edition of the International Residential Code (third or later printing), as published by the International Code Council, Inc., as hereinafter amended, including appendices A-D, G, N, and O, and excluding part VIII (Electrical) and appendices E, F, H-M, P and Q is hereby adopted as the residential code of the City of Lubbock, Texas. A copy of said code is attached hereto and incorporated herein as though set out herein in detail. References to the Residential Code in this chapter shall mean the 2012 edition of the International Residential Code. One copy of the 2012 International Residential Code shall be filed with the city secretary and a copy shall be maintained in the office of the city building official. All such copies, with the amendments thereto, shall be open to public inspection during the usual hours of business of the offices where they are maintained.

Sec. 28.14.002 Coordination of administrative provisions

The administrative provisions contained in chapter 28, articles 28.01 through 28.08 of this Code of Ordinances are applicable to this article; however, for purposes of administering provisions related more specifically to the regulation of one- and two-

family dwelling construction, these supplemental administrative provisions have been provided. Except as amended or supplemented within sections 28.14.002 and 28.14.003, the entire text of chapter 1 of the 2012 International Residential Code is deemed to be incorporated herein as though set out herein in detail. Where a conflict arises between a provision contained within sections 28.14.002 and 28.14.003 and chapter 28, articles 28.01 through 28.08 of this Code of Ordinances, it is the intent that the more specific govern, as determined by the building official.

Sec. 28.14.003 Supplemental administrative provisions

(a) Administrative amendments and cross-references to articles 28.01 through 28.08. The following administrative provisions within chapter 1 of the International Residential Code are hereby stricken, and the corresponding provisions within articles 28.01 through 28.08 of this Code of Ordinances shall govern, as indicated in table 28.14.003 below:

TABLE 28.14.003(a)
ADMINISTRATIVE PROVISIONS CROSS-REFERENCE

2012 International Residential Code Section	Section Heading/Subject	Refer to Lubbock Code of Ordinances Chapter Section
R105.2	Work exempt from permit	28.05.019
R106.1 & R106.1.1	Submittal documents and information on construction documents	28.05.003, 28.05.004
R110	Certificate of Occupancy	28.06.007
R112	Board of Appeals	2.03.491 through 2.03.495
R113.4	Violation penalties	28.02.006
R114	Stop work orders	28.02.007

(b) Schedule of permit fees. Section R108.2 is hereby amended to read as follows:

> R108.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority. Fees for electrical, gas, mechanical and plumbing systems are included in articles 28.10, 28.11, 28.12, 28.13 and 28.15 of this Code of Ordinances. Fees for buildings and structures within the scope of this article are as set forth in the following schedule:

CITY OF LUBBOCK CONSTRUCTION PERMIT FEE SCHEDULE One and Two-Family Dwellings (Shaded areas do not apply)		
PERMIT/PROJECT/FEE CATEGORY	**COMMERCIAL**	**RESIDENTIAL (1-2 Family Dwellings & Ancillary)**
BUILDING PERMITS		
New Construction	All buildings: $0.20 per sq. ft. of gross floor under roof	New home or duplex: $0.07 per sq. ft. of conditioned space Accessory and/or unconditioned buildings: $0.10 per sq. ft. under roof
Additions to floor area	As for new construction	$.10 per sq. ft. under roof
Alterations & remodeling (no change in building area):	$2.25 per $1,000.00 construction valuation, $30.00 minimum	$1.50 per $1,000.00 construction valuation, $30.00 minimum
Demolition	$30.00	
All others (generic)	$30.00	
Minimum building permit fee (all classes, unless noted otherwise)	$30.00 (Where more than one inspection is required, an additional fee of $15.00 shall be assessed for each additional inspection)	
Advance Plan Review Fee:	10% of building permit fee, $30.00 min., $100.00 max., to be credited toward final review fee	Not Applicable
Plan Review Fee (payable with permit):	25% of building permit fee	
Review fee, first revision:	None	
Review fee, second and subsequent revisions:	5% of building permit, $30.00 minimum, $100.00 maximum (in advance)	
Review fee, change orders and other modifications:	5% of building permit, $30.00 minimum, $100.00 maximum (in advance)	

House/building moving permit:	$30.00 (Building permit fees will apply to final set up in city limits, but are not the responsibility of the moving contractor)

CITY OF LUBBOCK CONSTRUCTION PERMIT FEE SCHEDULE One and Two-Family Dwellings (Shaded areas do not apply)		
PERMIT/PROJECT/FEE CATEGORY	**COMMERCIAL**	**RESIDENTIAL (1-2 Family Dwellings & Ancillary)**
BUILDING PERMITS		
Permit fees, work commencing prior to permit approval:	One location involved: 200% of normal building permit fee. Two locations involved: 200% of normal permit fee for first site, 300% of normal permit fee for second site. Three or more locations involved: As above, except that the third and subsequent sites shall each be assessed fees of 400% of the normal permit fees. Re-roofing, demolition, and house-moving fees shall be the greater of $100.00 or 200% of the normal permit fee for each site involved. Investigative inspection fees of $60.00, as deemed necessary	
Renewal of expired permit:	One-half of original building permit fees	
Renewal of involuntarily terminated permit:	Greater of $100.00 or 200% of the original permit fees; Where utilities have been terminated due to illegal occupancy, the fees shall be paid prior to re-establishment of utility service	
Permit transfer fee:	Scope of work unchanged from original permit: Original fee, not to exceed $250.00 Scope of work varies from original permit: Fees as for new construction Investigative inspection fees of $60.00 may be necessary	

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Re-inspection Fees:	First re-inspection: $30.00 Second re-inspection: $45.00 Third re-inspection: $60.00 Fourth and subsequent re-inspections: $75.00

CITY OF LUBBOCK CONSTRUCTION PERMIT FEE SCHEDULE One and Two-Family Dwellings (Shaded areas do not apply)		
PERMIT/PROJECT/FEE CATEGORY	**COMMERCIAL**	**RESIDENTIAL (1-2 Family Dwellings & Ancillary)**
BUILDING PERMITS		
Investigative inspection fee:	Single $60.00; Subsequent buildings $25.00	

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Certificates of Occupancy or Completion:	Where associated with an active building permit for a new building, remodel, renovation or addition: No Charge Exiting buildings: Replacement of lost Certificate: $30.00 Reissue due to a change in occupancy classification, or the expiration of two years since the last inspection of the premises: Single building: $60.00 inspection fee plus $30.00 C.O. fee; Multiple buildings: $60.00 inspection fee for the first building plus $30.00 C.O. fee; Subsequent buildings: $25.00 inspection fee plus $15.00 C.O. fee	Not Applicable

(c) Inspections. Section R109 is hereby amended to read as follows:

R109.1 Types of inspections. For on-site construction, from time to time the building official, upon notification from the permit holder or his agent, shall make or cause to be made any necessary inspections and shall either approve that portion of the construction as completed or shall notify the permit holder or his or her agent wherein the same fails to comply with this or other applicable codes and requirements.

R109.1.1 Foundation inspection. Inspection of the foundation shall be made after poles or piers are set or trenches or basement areas are excavated and any required forms erected and any required reinforcing steel is in place and supported prior to the placing of concrete. The foundation inspection shall include excavations for thickened slabs intended for the support of bearing walls, partitions, structural supports, or equipment and special requirements for wood foundations.

R109.1.2 Plumbing, mechanical, gas and electrical systems inspection. Rough inspection of plumbing, mechanical, gas and electrical systems shall be made prior to covering or concealment, before fixtures or appliances are set or installed, and prior to framing inspection.

Exception: Ground-source heat pump loop systems tested in accordance with Section M2105.1 shall be permitted to be backfilled prior to inspection.

R109.1.3 Floodplain inspections. For construction in areas prone to flooding as established by Table R301.2(1), upon placement of the lowest floor, including basement, and prior to further vertical construction, the building official shall require submission of documentation, prepared and sealed by a registered design professional, of the elevation of the lowest floor, including basement, required in Section R324.

R109.1.4 Frame and masonry inspection. Inspection of framing and masonry construction shall be made after the roof, masonry; all framing, fire stopping, draft stopping and bracing are in place and after the plumbing, mechanical and electrical rough inspections are approved.

R109.1.5 Other inspections. In addition to the called inspections above, the building official may make or require any other inspections to ascertain compliance with this code and other laws enforced by the building official.

R109.1.5.1 Fire-resistance-rated construction inspection. Where fire-resistance-rated construction is required between dwelling units or due to location on property, the building official shall require an inspection of such construction after all lathing and/or wallboard is in place, but before any plaster is applied, or before wallboard joints and fasteners are taped and finished.

R109.1.5.2. Reinforced masonry, insulating concrete form (ICF) and conventionally-formed or earth-formed concrete wall inspection. Reinforced masonry walls, insulating concrete form (ICF) walls and conventionally formed or earth formed concrete walls shall be inspected after plumbing, mechanical and electrical systems embedded within the walls, and reinforcing steel is in place and supported and prior to placement of grout or concrete. Inspection shall verify the correct size, location, embedment depth, clearances, spacing and lapping of reinforcing and other embedded items. For masonry walls, inspection shall also verify that the location of grout cleanouts and size of grout spaces comply with the requirements of this code, and that grout pour heights are not exceeded.

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R109.1.6 Final inspection. Final inspection shall be made after the permitted work is complete and prior to occupancy.

R109.2 Inspection agencies. The building official is authorized to accept reports of approved agencies, provided such agencies satisfy the requirements as to qualifications and reliability. Where the use of inspection agencies is desired or contemplated, the permittee shall request approval of said agencies sufficiently in advance of the need for the subject inspection(s).

R109.3 Inspection requests. It shall be the duty of the permit holder or their agent to notify the building official that such work is ready for inspection. It shall be the duty of the person requesting any inspections required by this code to provide access to and means for inspection of such work.

R109.4 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official upon notification shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the building official.

Section 28.14.004 Technical amendments

(a) Definitions. Section R-202 is hereby amended by adding a new definition as follows:

Engineered fill. Soil used for fill or backfill that has been placed, compacted and tested in accordance with the specifications of the structural or geotechnical engineer of record, or, where such specifications do not exist, that has been classified, placed, compacted and tested to a minimum 95% of standard proctor density in accordance with accepted industry standards.

(b) Climatic and geographic design criteria. Section R301.2(1) is hereby amended by insertion of the following local climatic and geographic design criteria into table R301.2(1):

TABLE R301.2(1)
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load	Wind Speed (mph)	Seismic Design Category	Subject to Damage From			Winter Design Temp	Ice Barrier Underlayment Requ'd?	Flood Hazard	Air Freezing Index	Mean Annual Temp
			Weathering	Frost Line Depth	Termites					
15 psf	90 mph	A	Moderate	12"	Moderate to Heavy	18 Degrees	No	Note 1	172	59.9 Degrees
Note 1: See Lubbock Municipal Code Article 30.03										

(c) Exterior walls. Section R302.1 is hereby amended by the addition of a new exception #6 to read as follows:

6. In garden home developments with easements specifically allowing overhangs to project into adjacent lots, overhangs may project a maximum of 2 feet across the property line. Such overhangs must be one-hour fire resistive construction and be decked with fire retardant treated decking. The overhang shall not be equipped with soffit vents.

(d) Bathrooms. Section R303.3 is hereby amended to read as follows:

R303.3 Bathrooms. Bathrooms, water closet compartments and other similar rooms shall be provided with aggregate glazing area in windows of not less than 3 square feet (0.279 m^2), one-half of which must be openable.

Exception: The glazed areas shall not be required where artificial light and a local exhaust system are provided. The minimum local exhaust rates shall be determined in accordance with Section M1507. Exhaust air from the space shall be exhausted directly to the outside, or into a ventilated attic at least 10" above the ceiling insulation line or to a soffit, gable or eave vent.

(e) Emergency escape and rescue required. Section R310.1 is hereby amended to read as follows:

R310.1 Emergency escape and rescue required. Basements with habitable space and every sleeping room shall have at least one operable emergency escape and rescue opening. Such opening shall open directly into a street, public alley, or other approved public way, or into a yard or court on the same property that opens to an approved public way. Where basements contain one or more sleeping rooms, emergency egress and rescue openings shall be required in each sleeping room, but shall not be required in adjoining areas of the basement. Where emergency escape and rescue openings are provided they shall have a sill height of not more than 44 inches (1118 mm) above the floor or a permanent adjacent standing surface of not less than 36 x 36 inches. Where a door opening having a threshold below the adjacent ground elevation serves as an emergency escape and rescue opening and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply with Section 310.3. The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. Emergency escape and rescue openings with a finished sill height below the adjacent ground elevation shall be provided with a window well in accordance with Section R310.2.

Exceptions:

1. Basements used only to house mechanical equipment and not exceeding a total floor area of 200 square feet.

2. Basements not containing bathing facilities or designated as bedrooms may be provided with alternatives to emergency escape and rescue openings as follows:

a. Basements not exceeding 500 square feet and designated for use as a storm shelter- No requirement.

b. Basements not exceeding 800 square feet and designated for use as a storm shelter:

i. Top of basement stairs to be located within 10 feet of an approved emergency escape and rescue opening, or within 20 feet where entirely protected by an approved one-hour fire rated corridor constructed in accordance with the International Building Code. For purposes of this section, “travel distance” shall mean the centerline of the shortest route that affords a minimum 36" wide unobstructed path of travel;

ii. Basement and path of travel to an approved emergency escape and rescue opening to be protected by an NFPA 13D fire suppression system;

iii. As otherwise approved by the Building Official.

c. Basements of any size where the entire dwelling is provided with an automatic fire suppression system throughout in accordance with NFPA 13D- No requirement.

(f) Automatic fire sprinkler systems. Section R313 is hereby deleted.

(g) Storm shelters (General). Section R323.1 is hereby amended to read as follows:

R323.1 Storm shelters (General). This section applies to the construction of storm shelters when constructed as separate detached buildings or when constructed as rooms within buildings for the purpose of providing safe refuge from storms that produce high winds, such as tornados and hurricanes. In addition to other applicable requirements in this code, such storm shelters shall be constructed in accordance with ICC/NSSA-500.

Exception: Basements designated as storm shelters for purposes of complying with exception 1 or 2 to section R310.1 need not be constructed in accordance with ICC/NSSA-500.

(h) Minimum size (of footings). Section R403.1.1 is hereby amended to read as follows:

> R403.1.1 Minimum size. Minimum sizes for concrete and masonry footings shall be as set forth in The City of Lubbock Residential Foundation Design Manual, adopted by reference as though fully set out herein.

(i) Minimum depth (of fill). Section R403.1.4 is hereby amended to read as follows:

> Section R403.1.4. Minimum depth. All exterior footings shall be placed at least 12 inches (305 mm) below the undisturbed ground or engineered fill (see definition) surface. Where applicable, the depth of footings shall also conform to sections R403.1.4.1 through R403.1.4.2.

(j) Foundation anchorage. Section R403.1.6. is hereby amended by the addition of a fourth exception to read as follows:

> 4. Approved powder-actuated pins may be used in lieu of anchor bolts within twelve (12) inches of the ends of sole plates.

(k) Foundation elevation. Section R403.1.7.3 is hereby amended to read as follows:

> R403.1.7.3. Foundation elevation. The lowest portion of a building finished floor elevation shall be installed no lower than that indicated in table R403.1.7.3 below:

TABLE R403.1.7.3

Minimum Floor Elevations for Structures Relative to Lot Slope

Elevation Difference-Top of curb to rear property line (inches)	Min. Floor Elevation above top of curb when slope is from front to rear (inches)	Min. Floor Elevation above top of curb when slope is from rear to front (inches)
0	12	12
6	10.5	13.5
12	9	15
18	8	16.5
24	6	18
30	6	19.5
36	6	21

1) The ground shall slope away from the structure in all directions as required elsewhere in this code;
2) The minimum distance from the finished ground elevation to the top of the floor shall be eight (8) inches at all locations around the building;

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3) Minimum floor elevations. The minimum floor elevation shall be determined by using the top of the floor slab and shall be a minimum of six (6) inches above the calculated peak water surface elevation as determined by the city engineer, or that determined by Table R403.1.7.3, whichever results in the more stringent requirement. It shall be the responsibility of the builder/contractor to provide the city building official with a survey certificate indicating the required finish floor elevation as determined by the surveyor. The required elevation shall be indicated on the construction plans and marked on the front street curb. Structures located in any floor hazard area shall comply with all F.E.M.A. regulations, which will supersede the above.

4) Alternate elevations are permitted subject to the approval of the building official and city engineer, provided it can be demonstrated that required drainage to an approved point of discharge and away from the structure is provided at all locations on the site.

(l) Concrete and masonry foundation walls. Sections R404.1.1.1 and R404.1.2 are hereby amended to read as follows:

R404.1.1.1 Masonry foundation walls. Concrete masonry and clay masonry foundation walls shall be constructed as set forth in tables R404.1.1(1), R404.1.1(2), R404.1.1(3) or R404.1.1(4) and shall also comply with the applicable provisions of Sections R606, R607 and R608. Where applicable, such walls shall be designed and constructed in accordance with the City of Lubbock Residential Foundation Design Manual, adopted by reference as though fully set out herein. In Seismic Design Categories D0, D1 and D2, concrete masonry and clay masonry foundation walls shall comply with section R404.1.4. Rubble stone masonry foundation walls shall be constructed in accordance with sections R404.1.8 and R606.2.2. Rubble stone masonry walls shall not be used in Seismic Design Categories D0, D1 and D2.

R404.1.2 Concrete foundation walls. Concrete foundation walls that support light-frame walls shall be designed and constructed in accordance with the provisions of this section, ACI 318, ACI 332, PCA 100, or the City of Lubbock Residential Foundation Design Manual, adopted by reference as though fully set out herein. Concrete foundation walls that support above-grade concrete walls that are within the applicability limits of section R611.2 shall be designed and constructed in accordance with the provisions of this section, ACI 318, ACI 332 or PCA 100. Concrete foundation walls that support above-grade concrete walls that are not within the applicability limits of section R611.2 shall be designed and constructed in accordance with the provisions of ACI 318, ACI 332 or PCA 100. When ACI 318, ACI 332, PCA 100 or the provisions of this section are used to design concrete foundation walls, project drawings, typical details and specifications are not required to bear the seal of the architect or engineer responsible for design, unless otherwise required by the state law of the jurisdiction having authority.

(m) Concrete or masonry foundations. The exceptions to section 405.1 are hereby amended to read as follows:

Exceptions:

1. A drainage system is not required when the foundation is installed on well-drained ground or sand-gravel mixture soils according to the Unified Soil Classification System, Group I Soils, as detailed in table R405.1.

2. A drainage system is not required for a basement wall footing where the excavation for the basement wall does not result in a soil disturbance closer than three (3) feet to the exterior roof drip line and there is no evidence of groundwater infiltration.

(n) Foundation water management. Section R406 is hereby amended by re-titling of the section and amended to read as follows:

SECTION R406

FOUNDATION WATER MANAGEMENT

406.1 Concrete and masonry foundation dampness resistance.

Except where required by section R406.2 to be made water-resistant, foundation walls that retain earth and enclose interior spaces and floors below grade shall be treated to resist dampness from the top of the footing to the finished grade. Masonry walls shall have not less than 3/8 inch (9.5 mm) portland cement parging applied to the exterior of the wall. The parging shall be treated in accordance with one of the following:

1. Bituminous coating,

2. 3 pounds per square yard (1.63 kg/m^2) of acrylic modified cement.

3. 1/8-inch (3.2 mm) coat of surface-bonding cement complying with ASTM C 887.

4. Any material permitted in section R406.2.

5. Other approved materials or methods.

Exception: Parging of unit masonry walls is not required where a material is approved for direct application to the masonry.

Concrete walls shall be treated for resistance to dampness by applying any one of the above listed materials or any one of the materials listed in section R406.2 to the exterior of the wall.

406.2 Concrete and masonry foundation water resistant barriers.

In areas where a high water table or other severe soil-water conditions are known to exist, exterior foundation walls that retain earth and enclose interior spaces and floors below grade shall be provided with water resistant barriers from the top of the footing to the finished grade. Such barriers shall be in accordance with one of the following:

1. 2-ply hot-mopped felts.
2. 55 pound (25 kg) roll roofing.
3. 6-mil (0.15 mm) polyvinyl chloride.
4. 6-mil (0.15 mm) polyethylene.
5. 40-mil (1 mm) polymer-modified asphalt.
6. 60-mil (1.5 mm) flexible polymer cement.
7. 1/8-inch (3 mm) cement-based, fiber-reinforced waterproof coating.
8. 60-mil, (0.22 mm) solvent-free, liquid-applied synthetic rubber.
9. Other approved materials or methods.

Exception: Organic solvent based products such as hydrocarbons, chlorinated hydrocarbons, ketones and esters shall not be used for ICF walls with expanded polystyrene form material. Plastic roofing cements, acrylic coatings, latex coatings, mortars and pargings are permitted to be used to seal ICF walls. Cold setting asphalt or hot asphalt shall conform to type C of ASTM D 449. Hot asphalt shall be applied at a temperature of less than 200 degrees Fahrenheit.

All joints in membrane barriers shall be lapped and sealed with an adhesive compatible with the membrane.

406.3 Dampness resistance for wood foundations.

Wood foundations enclosing habitable or usable spaces located below grade shall be treated for resistance to dampness in accordance with sections R406.3.1 through R406.3.4.

(o) Wood floor framing design and construction. Sections R502.2 and R502.3, and R502.3.4 are hereby amended to read as follows:

R502.2 Wood floor framing design and construction. Floors shall be designed and constructed in accordance with the provisions of this chapter, figure

R502.2 and sections R317 and R318 or in accordance with AF&PA/NDS. Basement floor-ceiling structural assemblies, where supporting a concrete floor slab above, shall be constructed in accordance with section R502.3 and figures R404.1.1(1), R404.1.1(2), R404.1.1(3), R404.1.1(4), R404.1.1(5), R404.1.1(6) R404.1.2(1) and/or R404.1.2(2), as applicable (figures contained in the City of Lubbock Residential Foundation Design Manual, adopted by reference as though fully set out herein).

R502.3 Allowable joist spans. Spans for floor joists shall be in accordance with tables R502.3.1(1), R502.3.1(2) or R502.3.4, as applicable. For the most current data, other grades and species, or other loading conditions, refer to the latest *AF & PA Span Tables for Joists and Rafters* and/or current data available from the American Wood Council.

(p) Joists supporting concrete slabs. Section R502.3 is hereby amended by the addition of a new sub-section R502.3.4, to read as follows:

R502.3.4 Joists supporting concrete slabs. Joist assemblies supporting concrete floor-ceiling assemblies shall not exceed the load assumptions or joist spans indicated in table R502.3.4 within the City of Lubbock Residential Foundation Design Manual, adopted by reference as though fully set out herein.

(q) Concrete floors on ground, General. Section R506.1 is hereby amended to read as follows:

R506.1 Concrete floors on ground, General. Concrete slab-on-ground floors shall be a minimum 3.5 inches (89 mm) thick (for expansive soils, see section R403.1.8). The specified compressive strength of concrete shall be as set forth in section R402.2. To the extent applicable, concrete slab-on-ground floors shall be constructed in accordance with the City of Lubbock Residential Foundation Design Manual, adopted by reference as though fully set out herein.

(r) Headers. Section R602.7 is hereby amended as follows:

R602.7 Headers. For header spans, see Tables R502.5(1) and R502.5(2). For the most current data, other grades and species, or other loading conditions, refer to the latest *AF & PA Span Tables for Joists and Rafters* and/or current data available from the American Wood Council.

(s) Flashing. Section R703.7.5 is hereby amended to read as follows:

R703.7.5 Flashing. Flashing shall be located beneath the first course of masonry within the first mortar bed joint above finished ground level above the foundation wall or slab and at other points of support, including structural floors, shelf angles

and lintels that are not protected by eaves or patio covers when masonry veneers are designed in accordance with Section R703.7. See Section R703.8 and foundation details S1-S8 within the *City of Lubbock Residential Foundation Design Manual* for additional requirements.

Exception: The requirements of R703.7.5 may be omitted if a poured concrete foundation is used with a minimum 8-inch brick ledge drop and all exterior window and door openings are caulked with sealant.

(t) Weepholes. Section R703.7.6 is hereby amended to read as follows:

R703.7.6 Weepholes. Weepholes shall be provided in the outside wythe of masonry walls at a maximum spacing of 33 inches (838 mm) on center. Weepholes shall not be less than 3/16 inch (5 mm) in diameter. Weepholes shall be located immediately above the flashing.

Exception: The requirements of R703.7.6 may be omitted if a poured concrete foundation is used with a minimum 8-inch brick ledge drop and all exterior window and door openings are flashed in accordance with Section R703.8, as amended.

(u) Flashing. Section R703.8 is hereby amended to read as follows:

R703.8 Flashing. Approved corrosion-resistive flashing shall be provided in the exterior wall envelope in such a manner as to prevent entry of water into the wall cavity or penetration of water to the building structural framing components. Self-adhered membranes used as flashing shall comply with AAMA 711. The flashing shall extend to the surface of the exterior wall finish and shall be installed to prevent water from re-entering the exterior wall envelope. Approved corrosion-resistant flashings shall be installed at all of the following locations:

1. At top of all exterior window and door openings in such a manner as to be leak proof.
2. At the intersection of chimneys or other masonry construction with frame or stucco
walls, with projecting lips on both sides under stucco copings.
3. Under and at the ends of masonry, wood or metal copings and sills.
4. Continuously above all projecting wood or composite trim.
5. Where exterior porches, decks or stairs attach to a wall or floor assembly of wood-frame construction.
6. At wall and roof intersections.
7. At built-in gutters.

Exceptions:

1. The requirements of subparagraph 3 above may be omitted if a poured concrete foundation is used with a minimum 8-inch brick ledge drop.

2. The requirements of subparagraph 3 above may be omitted where soffits, porches or awnings serve as protection for the upper course of brick veneer.

(v) Allowable ceiling joist spans. Section R802.4 is hereby amended as follows:

R802.4 Allowable ceiling joist spans. Spans for ceiling joists shall be in accordance with Tables R802.4(1) and R802.4(2). For the most current data, other grades and species, or other loading conditions, refer to the latest *AF & PA Span Tables for Joists and Rafters* and/or current data available from the American Wood Council.

(w) Allowable rafter spans. Section R802.5 is hereby amended as follows:

R802.5 Allowable rafter spans. Spans for rafters shall be in accordance with Tables R802.5.1(1) and R802.5.1(8). For the most current data, other grades and species, or other loading conditions, refer to the latest *AF & PA Span Tables for Joists and Rafters* and/or current data available from the American Wood Council. The span of each rafter shall be measured along the horizontal projection of the rafter.

(x) Recovering versus replacement. Section R907.3 item no. 2 is hereby amended to read as follows:

2. Where the existing roof covering is wood shake, slate, clay, cement, asbestos-cement tile, or asphalt, fiberglass or composition shingles.

(y) Energy Efficiency (Chapter 11). The entire text of chapter 11 is hereby deleted and replaced with the following:

Chapter 11- Energy Efficiency. One and two family dwellings shall comply with the energy conservation provisions of the 2009 International Energy Conservation Code, as amended.

(z) Additions, alterations or repairs. Section M1202.1 is hereby amended by the addition of sub-sections M1202.1.1 and M1202.1.2 as follows:

M1202.1.1 Corrugated Stainless Steel Tubing (CSST) Generally. Gas distribution systems comprised wholly or partially of CSST lawfully installed on the date of adoption of this code may remain in place and minor leaks may be repaired in accordance with manufacturer's installation instructions and this code; however, replacement of an entire

branch, or expansions to the system shall not be done except with materials complying with this code for new installations pursuant to a permit and in compliance with M1202.1.2(b) below.

M1202.1.2 Un-bonded Corrugated Stainless Steel Tubing (CSST). Gas distribution systems comprised wholly or partially of CSST lawfully installed on the date of adoption of this code and not electrically bonded directly to the electrical system service grounding electrode conductor in accordance with Section G2411.1.1 shall be so bonded prior to:

a. Restoration of natural gas service in the event that service is discontinued for any reason other than non-payment;

b. Receipt of an inspection approval or gas utility release by the City of Lubbock subsequent to repair or alteration of any part of the fuel gas system, including equipment or appliance replacement requiring a permit.

(aa) Sizing. Section M1401.3 is hereby amended to read as follows:

M1401.3. Sizing. Heating and cooling equipment shall be sized by the installing contractor based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies.

(bb) Auxiliary and secondary drain systems. Section M1411.3.1 is hereby amended to read as follows:

M1411.3.1 Auxiliary and secondary drain systems. In addition to the requirements of Section M1411.3, a secondary drain or auxiliary drain pan shall be required for each cooling or evaporator coil where damage to any building components will occur as a result of overflow from the equipment drain pan or stoppage in the condensate drain piping. Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than 1/8 unit vertical in 12 units horizontal (1-percent slope). Drain piping shall be a minimum of 3/4-inch (19 mm) nominal pipe size. One of the following methods shall be used:

1. An auxiliary drain pan with a separate drain shall be provided under the coils on which condensation will occur. The auxiliary pan drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The pan shall have a minimum depth of 1.5 inches (38 mm), shall not be less than 3 inches (76 mm) larger than the unit or the coil dimensions in width and length and shall be constructed of corrosion resistant material. Metallic pans shall have a minimum

thickness of not less than 0.0276-inch (0.7 mm) galvanized sheet metal. Nonmetallic pans shall have a minimum thickness of not less than 0.0625 inch (1.6 mm).

2. A separate overflow drain line shall be connected to the drain pan provided with the equipment. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the primary drain. The overflow drain line shall connect to the drain pan at a higher level than the primary drain connection.

3. An auxiliary drain pan without a separate drain line shall be provided under the coils on which condensate will occur. Such pan shall be equipped with a water level detection device conforming to UL 508 that will shut off the equipment served prior to overflow of the pan. The auxiliary drain pan shall be constructed in accordance with Item 1 of this section.

(cc) Auxiliary drain pan. Section M1411.4 is hereby amended to read as follows:

M1411.4 Auxiliary drain pan. Category IV condensing appliances shall have an auxiliary drain pan where damage to any building component will occur as a result of stoppage in the condensate drainage system. These pans shall be installed in accordance with the applicable provisions of Section M1411.3.

(dd) Insulation of refrigerant piping. Section M1411.5 is hereby amended to read as follows:

Section M1411.5. Insulation of refrigerant piping. Piping and fittings for refrigerant vapor (suction) lines shall be insulated with 3/8 wall closed cell insulation having a thermal resistivity of at least R = 2.D hr-ft2 -- F/BTU and having external surface permanence not exceeding 0.05 perm when tested in accordance with ASTM E 96.

(ee) Locking port access caps. Section M1411.6 is hereby deleted.

(ff) Duct termination. Section M1502.3 is hereby amended to read as follows:

M1502.3. Duct termination. Exhaust ducts shall terminate on the outside of the building. Exhaust duct terminations shall be in accordance with the dryer manufacturer's installation instructions. If the manufacturer's instructions do not specify a termination location, exhaust ducts shall terminate not less than 3 feet in any direction from openings into buildings. Exhaust duct terminations shall be equipped with a backdraft damper. Screens shall not be installed at the duct termination.

Exception: Backdraft dampers shall not be required where exhaust ducts terminate vertically through the roof.

(gg) Specified length. Section M1502.4.4.1 is hereby amended to read as follows:

M1502.4.4.1 Specified length. The maximum length of the exhaust duct shall be 35 feet from the connection to the transition duct from the dryer to the outlet terminal. Where fittings are used, the maximum length of the exhaust duct shall be reduced in accordance with Table M1502.4.4.1.

(hh) Recirculation of air. Section M1507.2 is hereby amended to read as follows:

M1507.2 Recirculation of air**.** Exhaust air from bathrooms and toilet rooms shall not be re-circulated within a residence or to another dwelling unit. Exhaust air from bathrooms and toilet rooms shall either discharge directly to the outdoors or into an attic space ventilated as required by Section R806 and at least 18 inches above the ceiling joists, or to a soffit or gable or eave vent. The terminal end of the exhaust duct shall be permanently secured in place.

(ii) Support. Section M1601.4.3 is hereby amended to read as follows:

M1601.4.3 Support. Metal ducts shall be supported by 0.5-inch (12.7 mm) wide 24-gage metal straps or 12-gage galvanized wire at intervals not exceeding 10 feet (3048 mm) or other approved means. Nonmetallic ducts shall be supported in accordance with the manufacturer's installation instructions.

(jj) Location. Section M2006 is hereby amended by the addition of a new subsection M2006.5 to read as follows:

M2006.5 Location. Pool heaters shall be located or protected to guard against accidental contact of hot surfaces by persons. Compliance with this section may be accomplished by installing pool and spa heaters in an equipment room or building, or by enclosure with a fence or other suitable barrier.

(kk) General Definitions. Section G2403 is hereby amended by the addition of the following definitions:

CORRUGATED STAINLESS STEEL TUBING (CSST): A flexible stainless steel piping system designed for the distribution of natural and/or liquefied petroleum (LP) gas that is manufactured and listed in accordance with ANSI LC 1/CSA 6.26. *CSST will normally be identified by a bright yellow, dielectric (non-conductive) jacket.*

CONDUCTIVE-JACKETED CORRUGATED STAINLESS STEEL TUBING (CJ-CSST): A flexible stainless steel piping system designed for the distribution of natural and/or liquefied petroleum (LP) gas that is manufactured and listed in accordance with ANSI LC1/CSA 6.26 and that is enclosed in an electrically conductive outer jacket designed to intercept, dissipate and/or re-route extraneous electrical current in order to mitigate damage to the underlying stainless steel tubing. *CJ-CSST will normally be identified by a black jacket with white or yellow lettering.* For purposes of this code, CJ-CSST shall be listed in accordance with the International Code Council, Inc. (ICC) PMG Listing Criteria No. LC 1027, approved February 2011, or any equivalent such standard as approved by the Code Official, ***with the exception that the current components for the indirect effects 2 testing at Section 4.4.2 of said standard shall be as follows:***

Current Components- Indirect Effects 2 Testing; LC 1027 Section 4.4.2 ***(Amended)***					
Component 1		**Component 2**		**Component 3**	
Return Stroke		**Intermediate Current**		**Continuing Current**	
L_{pk} (kA)	**Al x 10^6 (A2 s)**	**L_{av} (kA)**	**Charge (C)**	**L_{av} (A)**	**Charge (C)**
30 minimum	.055 minimum	2	10	200-800	***85 minimum****
*Average continuing current in negative cloud-to-ground lightning flashes (95th percentile) as per Table A21, SAE ARP5412 B (Also, Cianos & Pierce, Aug. 1972). *The un-amended LC 1027 standard specifies 26C, minimum, which represents the 50th percentile.*					

(ll) CSST and CJ-CSST electrical bonding. Section G2411.1.1 is hereby amended as follows:

G2411.1.1 CSST and CJ-CSST electrical bonding. Conductive-jacketed corrugated stainless steel tubing systems (CJ-CSST) and existing corrugated stainless steel tubing systems (CSST) subject to Section M1202.1.2 shall be bonded to the electrical service grounding electrode system. This requirement applies regardless of the number of segments of such piping in the system.

G2411.1.1.1 Bonding jumper. The bonding jumper shall be not less than #6 AWG copper or equivalent, attached to the gas piping system at an accessible location between the point of delivery and the first downstream CSST or CJ-CSST fitting using a U.L. 467 listed bonding clamp attached to a length of rigid piping, a malleable iron fitting, a prefabricated manifold or a brass hex fitting.

G2411.1.1.2 Bonding jumper routing and length. The bonding jumper shall be continuous, shall not exceed 75' in length, and no bend in the conductor shall include an angle of less than 90

degrees, nor a radius of bend of less than 8 inches except at the grounding bus terminus in the electrical panel, where applicable.

(mm) Sizing tables and equations. The first paragraph of Section G2413.4 is hereby amended as follows:

G2413.4 Sizing tables and equations. Where Tables G2413.4 (1) through G2413.4 (21) are used to size piping or tubing, the pipe length shall be determined in accordance with Section G2413.4.1, G2413.4.2 or G2413.4.3. Where the tables refer to "Corrugated Stainless Steel Tubing (CSST)", they shall be deemed to refer only to "Conductive Jacketed Corrugated Stainless Steel Tubing (CJ-CSST)" as defined in Section G2403.

(nn) Conductive-jacketed corrugated stainless steel tubing (CJ-CSST). Section G2414.5.3 is hereby amended as follows:

G2414.5.3 Conductive-jacketed corrugated stainless steel tubing (CJ-CSST). Conductive-jacketed corrugated stainless steel tubing (CJ-CSST) shall be listed in accordance with ANSI LC 1/CSA 6.26 and ICC PMG LC 1027 (February 2011) as amended by this code.

(oo) CSST and CJ-CSST. Section G2415.2 is hereby amended as follows:

G2415.2 CSST and CJ-CSST. CSST piping systems and tubing, as defined in Section G2403, shall not be installed. CJ-CSST piping systems, as defined in Section G2403, shall be installed in accordance with the terms of their approval, the conditions of listing, the manufacturer's instructions and this code. Where any of these provisions conflict, the more restrictive shall govern.

(pp) Routing and clearances. Section G2415.2 is hereby amended by the addition of a new subsection G2415.2.1 to read as follows:

G2415.2.1 Routing and clearances. CJ-CSST piping and tubing shall be routed and installed such that a permanent twenty-four inch (24") clearance is maintained from all metallic vents, chimneys, flues, masts, pipes and similar items that extend through the roof to the outside atmosphere, including their metallic component parts. A permanent barrier consisting of one-half inch (1/2") gypsum wallboard, or equivalent, may substitute for the required clearance.

(qq) Test pressure. Section G2417.4.1 is hereby amended to read as follows:

G2417.4.1 (406.4.1) Test pressure. The test pressure to be used shall be not less than one and one-half times the proposed maximum working pressure, but not less than 8 psig (20 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

(rr) Located at manifold. Section G2420.5.3. is hereby amended to read as follows:

G2420.5.3 (409.5.3) Located at manifold. Where the appliance shutoff valve is installed at a manifold, such shutoff valve shall be located within 50 feet of the appliance served and shall be readily accessible and permanently identified. The piping from the manifold to within 6 feet of the appliance shall be designed, sized and installed in accordance with Sections G2412 through G2419. Shutoff valves located within attic spaces shall not be considered readily accessible.

(ss) G2421.1 (410.1) Pressure regulators. Section G2421.1 is hereby amended to read as follows:

A line pressure regulator shall be installed where the appliance is designed to operate at a lower pressure than the supply system. Access shall be provided to pressure regulators. Pressure regulators shall be protected from physical damage. Regulators installed on the exterior of the building shall be approved for outdoor installation. All regulators must be installed near a walkway or an access point.

(tt) Exhaust installation. Section G2439.3 is hereby amended to read as follows:

G2439.3 (614.4) Exhaust installation. Dryer exhaust ducts for clothes dryers shall terminate on the outside of the building and shall be equipped with a backdraft damper. Screens shall not be installed at the duct termination. Ducts shall not be connected or installed with sheet metal screws or other fasteners that will obstruct the flow. Clothes dryer exhaust ducts shall not be connected to a vent connector, vent or chimney. Clothes dryer exhaust ducts shall not extend into or through ducts or plenums unless properly sleeved with materials conforming to Section 602.2.1 of the International Mechanical Code (in the case of plenums), or with materials meeting the requirements for Class 0 or 1 duct materials (in the case of ducts). Backdraft dampers shall not be required for vertical terminations through roofs.

(uu) Protection required. Section G2439.5.3 is hereby amended to read as follows:

G2439.5.3 (614.3) Protection required. Protective shield plates shall be placed where nails or screws from finish or other work are likely to penetrate the clothes dryer exhaust duct. Shield plates shall be placed on the finished face of all framing members where there is less than 1-1/4 inches between the duct and the finished face of the framing member. Protective shield plates shall be constructed of steel, and shall have a minimum thickness of 0.062 inch (1.6 mm).

(vv) Length identification. Section G2439.5.6 is hereby amended to read as follows:

G2439.5.6 (614.6.5) Length identification. Where the exhaust duct is concealed within the building construction and exceeds a total developed length of 35 feet, the equivalent length of the exhaust duct shall be identified on a permanent label or tag. The label or tag shall be located within 6 feet of the exhaust duct connection.

(ww) Building sewer testing. Section P2503.4 is hereby amended to read as follows:

Section P2503.4. Building sewer testing. The building sewer shall be tested by the insertion of a test plug at the point of connection with the public sewer and filling the building sewer with water, testing with not less than a five-foot head of water and be able to maintain such a pressure for fifteen (15) minutes.

(xx) Rough plumbing. Section P2503.5.1 is hereby amended to read as follows:

P2503.5.1 Rough plumbing. DWV systems shall be tested on completion of the rough piping installation by water or air with no evidence of leakage. Either test shall be applied to the drainage system in its entirety or in sections after rough piping has been installed, as follows:

1. Water test. Each section shall be filled with water to a point not less than 5 feet (3048 mm) above the highest fitting connection in that section, or to the highest point in the completed system. Water shall be held in the section under test for a period of 15 minutes. The system shall prove leak free by visual inspection.

2. Air test. The portion under test shall be maintained at a gauge pressure of 5 pounds per square inch (psi) (34 kPa) or 10 inches of mercury column (2488 Pa). This pressure shall be held without introduction of additional air for a period of 15 minutes. Exception: Air tests shall not be used on PVC piping if not approved by the piping manufacturer.

(yy) Finished plumbing. Section P2503.5.2 is hereby amended to read as follows:

P2503.5.2 Finished plumbing. After the plumbing fixtures have been set and their traps filled with water, their connections shall be tested and proved gas tight and/or water tight as follows:

1. Water tightness. Each fixture shall be filled and then drained. Traps and fixture connections shall be proven water tight by visual inspection.

2. Gas tightness. When required by the Building Official, a final test for gas tightness of the DWV system shall be made by the smoke or peppermint test as follows:

2.1. Smoke test. Introduce a pungent, thick smoke into the system. When the smoke appears at vent terminals, such terminals shall be sealed and a pressure equivalent to a 1-inch water column (249 Pa) shall be applied and maintained for a test period of not less than 15 minutes.

2.2. Peppermint test. Introduce 2 ounces (59 mL) of oil of peppermint into the system. Add 10 quarts (9464 mL) of hot water and seal all vent terminals. The odor of peppermint shall not be detected at any trap or other point in the system.

(zz) Shower liner test. Section P2503.6 is hereby deleted.

(aaa) Protection against physical damage. Section P2603.2.1 is hereby amended to read as follows:

P2603.2.1 Protection against physical damage. In concealed locations where piping, other than cast-iron or galvanized steel, is installed through holes or notches in studs, joists, rafters or similar members less than 1.5 inches (38 mm) from the nearest edge of the member, the pipe shall be protected by steel shield plates. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 gage). Such plates shall cover the area of the pipe where the member is notched or bored.

(bbb) Pan size and drain. Section P2801.5.1 is hereby amended to read as follows:

P2801.5.1 Pan size and drain. The pan shall be not less than 1.5 inches (38 mm) deep and shall be of sufficient size and shape to receive all dripping and condensate from the tank or water heater. The pan shall be drained by an indirect waste pipe having a minimum diameter of 3/4 inch (19 mm) or the outlet diameter of the relief valve, whichever is larger. Piping for safety pan drains shall be of those materials listed in Table P2904.5,

except that PVC meeting ASTM D 1785, D 2241 or D 2672 shall also be considered an acceptable material for this purpose.

(ccc) Water heaters installed in garages. Section P2801.6 is hereby amended to read as follows:

P2801.6 Water heaters installed in garages. Water heaters having an ignition source shall be elevated such that the source of ignition is not less than 18 inches (457 mm) above the garage floor.

Exceptions:

1. Elevation of the ignition source is not required for fuel gas-fired water heaters that are listed as flammable vapor ignition-resistant. (See Section G2408.2).

2. Electric water heaters are not required to be elevated, as the elements are not considered an ignition source.

(ddd) Vacuum relief valve. Section P2803.7 is hereby amended to read as follows:

P2803.7 Vacuum relief valve. Bottom fed tank-type water heaters and bottom fed tanks connected to water heaters shall have a vacuum relief valve installed that complies with ANSI Z21.22.

Exception: Where such water heaters and tanks are part of a circulating hot water system and have a storage capacity of ten gallons or less.

(eee) Hose bibb bleed. Section P2903.8.6 is hereby deleted.

(fff) Service valve. Section P2903.9.1 is hereby amended to read as follows:

P2903.9.1 Service valve. Where indicated below, each dwelling unit shall be provided with an accessible main shutoff valve. The valve shall be of a full-open type having nominal restriction to flow.

Service valves shall be installed in the following locations:

1. On the water service pipe from the public water supply at or near the water meter.

2. On the water service pipe at the entrance into the building(s) if the service valve required by (1) above is more than 100 feet from said building(s).

3. On the water supply pipe to a gravity or pressurized water tank.

4. On the water supply pipe to every water heater.

(ggg) Hose bibb. Section P2903.10 is hereby deleted.

(hhh) Solvent cementing. Section P3003.9.2 is hereby amended to read as follows:

P3003.9.2 Solvent cementing. Joint surfaces shall be clean and free from moisture. A purple primer that conforms to ASTM F 656 shall be applied. Clear primer in lieu of purple primer is acceptable where joints are accessible. Solvent cement not purple in color and conforming to ASTM D 2564 CSA CAN/CSA-B137.3, CSA CAN/CSA-B181.2 or CSA CAN/CSA-BV182.1 shall be applied to all joint surfaces. The joint shall be made while the cement is wet and shall be in accordance with ASTM D 2855. Solvent-cement joints shall be permitted above or below ground.

(iii) Joints between drainage piping and water closets. Section P3003.19 is hereby amended to read as follows:

P3003.19 Joints between drainage piping and water closets. Joints between drainage piping and water closets or similar fixtures shall be made by means of a closet flange or waste connector and sealing gasket compatible with the drainage system material, securely fastened to a structurally firm base. The joint shall be bolted, with an approved gasket or fixture connection complying with ASME A112.4.3 or setting compound between the fixture and the closet flange or waste connector and sealing gasket.

(jjj) Horizontal to vertical (multiple connection fittings). Section P3005.1.1. is hereby amended to read as follows:

P3005.1.1 Horizontal to vertical (multiple connection fittings). Double fittings such as double sanitary tees and tee-wyes or approved multiple connection fittings and back-to- back fixture arrangements that connect two or more branches at the same level shall be permitted as long as directly opposing connections are the same size and the discharge into directly opposing connections is from similar fixture types or fixture groups. Double sanitary tee patterns shall not receive the discharge of back-to-back water closets and fixtures or appliances with pumping action discharge.

(kkk) (Cleanouts at) Building drain and building sewer junction. Section P3005.2.7 is hereby amended to read as follows:

P3005.2.7 (Cleanouts at) Building drain and building sewer junction. There shall be a two-way cleanout near the junction of the building drain and building sewer. This cleanout may be either inside or outside the building wall, provided it is brought up to finish grade or to the lowest floor level. An accessible interior building drain cleanout or test tee within close proximity to the building drain exit point shall fulfill this requirement. "Close proximity" shall be deemed to mean a developed length of no more than 10 feet.

(lll) Electrical. Part VIII, Chapters 34-43 inclusive, is hereby deleted.

SECTION 4. THAT violation of any provision of this ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

SECTION 5. 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 6. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Steve O'Neal, Chief Building Official

DRAFT

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

DRAFT

Regular City Council Meeting **7. 19.**

Meeting Date: 04/28/2016

Information

Agenda Item

Ordinance 1st Reading - Councilwoman Karen Gibson: Consider an ordinance amending Chapter 24 of the Code of Ordinances, City of Lubbock, Texas, regulating vehicles for hire; establishing applicable permits; amending Chapter 24 with regard to repealing outdated and antiquated provisions; amending provisions to encompass revised practices; providing definitions; providing for a penalty; providing for a savings clause; providing for publication.

Item Summary

City Staff began a series of meetings, and research, beginning July 2014, in order to consider revising Chapter 24 of the Code of Ordinances to encompass regulation of emerging transportation market models. The primary objective is to provide simplified legislation that allows for public safety, greater flexibility, increases free market conditions, enhances compliance and enforcement, and levels the playing field for all vehicle for hire companies. The proposed substantive changes to Chapter 24 are intended to repeal outdated and antiquated provisions, revise current practices, and provide a legislative environment incorporating new vehicle for hire business models and technological platforms.

Summary of Substantive Changes to Chapter 24:

- Definitions are updated and clarified
- Permit fee categories are renamed
- Distinctions between market models (other than tow trucks and ambulances (emergency and transfer/non-emergency)) are eliminated
- Restrictions to the number of vehicles in a taxicab fleet are abolished
- Performance bonds are no longer required
- Hailing is allowed for applicable vehicles
- Insurance requirements are revised to distinguish between driver availability and the acceptance of a ride request
- Enforcement includes towing and impounding
- Taxi rates are no longer set by the City
- Provides for use of a technological platform for rate charges, instead of a taximeter
- Rate Ceiling of $225, per applicable increment, established to prevent gouging during periods of high-demand or states of emergency
- Provides for the use of outside vendors to conduct vehicle inspections
- Allows for background checks to be conducted by other enforcement agencies

Fiscal Impact

None.

Staff/Board Recommending

Karen Gibson, Councilwoman

Attachments

No file(s) attached.

Regular City Council Meeting **7. 20.**

Meeting Date: 04/28/2016

Information

Agenda Item

Consider and possibly take action to waive the attorney/client privilege in connection with the report presented to City Council by Mr. Tom Riney on July 15, 2013.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

No file(s) attached.

Regular City Council Meeting **7. 21.**

Meeting Date: 04/28/2016

Information

Agenda Item

City Secretary - Board Appointments: Consider two appointments to the Animal Services Advisory Board, two appointments to the Audit and Investment Committee, two appointments to the Junked Vehicles Compliance Board, three appointments to the Public Transit Advisory Board, and one appointment to the Zoning Board of Adjustment.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Regular Sessions - Board Appointments

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, APRIL 28, 2016 - REGULAR SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	ANIMAL SERVICES ADVISORY BOARD	PRESTON, LANE	4/1/2016	N/A	LICENSED VETERINARIAN	REPLACE	N/A
	2	AUDIT & INVESTMENT COMMITTEE	BASS, MARK	6/1/2016	N/A		REPLACE	N/A
			CLARK, TERISA	6/1/2016	100%		REAPPOINT	Y
	3	PUBLIC TRANSIT ADVISORY BOARD	BRINK, PAMELA	6/1/2016			REAPPOINT	Y
			JEFFERSON, MARGIE	6/1/2016			REAPPOINT	Y
			PATTERSON, TJ	6/1/2016			REAPPOINT	Y

*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
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
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
01/15/2015	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/Edcuation 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
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

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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
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
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
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
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
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

ANIMAL SERVICES ADVISORY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	87.5% (7)
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%	12.5% (1)
GENDER				
Male	49.3%	48.9%	72.6%	50.0% (4)
Female	50.7%	51.1%	27.4%	50.4% (4)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	0.0% (0)
District 2	16.2%	15.3%	4.8%	0.0% (0)
District 3	15.5%	14.5%	12.5%	12.5% (1)
District 4	16.6%	17.2%	19.6%	12.5% (1)
District 5	18.3%	18.6%	34.0%	50.0% (4)
District 6	16.1%	16.8%	18.2%	12.5% (1)
Other/Unknown	0.0%	0.0%	2.6%	12.5% (1)

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 & Demographic Facts	Requirement	Attend	Eligible	Action
Preston, Lane (M,A,5)	Licensed Veterinarian	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Dr. Lane Preston:
Repurpose – Dr. Eric Cunningham (M,A,5) Live Oak Animal Hospital

To replace Dr. Eric Cunningham, Animal Welfare Rep.:
Anita Blakey (F,A,3) Pinky Paws Rescue

City of Lubbock
Board and Commision Recruiting Database

Updated: **4/12/2016**

Animal Services Advisory Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
02/09/2016	Blakey	Anita	F	A	30-39	Non Profit	Pinky Paws Rescue	3
03/11/2014	Hall	Candace	F	A	60+	Retired Police Officer		4
11/09/2009	Jones	Mickey	F	A	60+			3
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
Third Preference								
Fourth Preference								
Fifith Preference								
Sixth Preference								
01/22/2015	Patton	Glenn	M	A	50-59			3

Committee # 32 Animal Services Advisory Board — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Chair Animail Welfare Rep. **Brewer** **Ms. Jane**	Y	*2325 38th Street* *Lubbock, TX 79412*	*Acres North Vet Hospital* *5205 13th Street* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	04/01/2016-04/01/2018 04/01/2014-04/01/2016 04/26/2012-04/01/2014	*N*
Email:	Y	*8067773580*	*8067932863*	*Fax:*	*8067920801*	
Member City Official **Cole** **Mr. Michael**	Y	*1203 10th* *Shallowater, Texas 79363*	*Lubbock Animal Service* *3323 SE Loop 289* *Lubbock, Texas 79404*	*Curr:* *2nd:* *1st:*	04/01/2015-04/01/2017	*Y*
Email: mcole@mylubbock.us	N Y	*8065480561* *8065480561*	*(806) 775-2280* *mcole@mylubbock.us*	*Fax:*	*(806) 775-2717*	
Member Animail Welfare Rep. **Cunningham** **Dr. Eric**	N	*5906 101st St* *Lubbock, Texas 79424*	*Live Oak Animal Hospital* *5214 98th St.* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	04/01/2016-04/01/2018 04/01/2014-04/01/2016	*N*
Email: redraidervet@yahoo.com	N	*(806) 445-3957*	*(806) 794-9000* *liveoaklubbock@att.net*	*Fax:*	*(806) 794-9001*	
Member Licensed Veterinarian **Preston** **Dr. Lane**	Y	*5204 80th Street* *Lubbock, TX 79424*		*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/01/2012-04/01/2014 09/08/2011-04/01/2012	*N*
Email:	Y	*8067944118*		*Fax:*		
Member Citizen **Tatum** **Ms. Melanie**	Y	*5412 9th Street* *Lubbock, TX 79416*	*Texas Tech University* *3301 Physical Plant Dr* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	04/01/2016-04/01/2018 04/24/2014-04/01/2016	*N*
Email: mst39@hotmail.com	Y	*(806) 795-7096*		*Fax:*		
Member Citizen **Wood** **Mrs. Tammi**	N	*4720 110th street* *lubbock, tx 79424*	*Primewest Mortgage* *7806 Indiana* *lubbock, tx 79423*	*Curr:* *2nd:* *1st:*	10/22/2015-04/01/2017	*Y*
Email: twood@primewestcorp.com	N Y	*8067456920* *8064387568*	*(806) 788-2867* *twood@primewestcorp.com*	*Fax:*	*(806) 793-7602*	
Member Citizen **Wooden** **Mrs. Cassandra**	N	*2414 88th Street* *Lubbock, TX 79423*	*PlainsCapital Bank* *1108 13th Street* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	04/01/2016-04/01/2018	*Y*
Email: cwooden@plainscapital.com	N	*(210) 386-5809*	*(806) 472-2670* *cwooden@plainscapital.com*	*Fax:*	*(877) 379-1265*	
Member Citizen **Young** **Mr. Bill**	N	*4423-110th Unit #38* *Lubbock, Texas 79424*	*Westar Commercial Realty, LLC* *4415-71st, Ste. 12* *Lubbock, Texas 79424*	*Curr:* *2nd:* *1st:*	04/01/2016-04/01/2018 04/01/2014-04/01/2016	*N*
Email: byoung9478@lubbockwestar.com	N N	*(806) 698-9263* *(806) 470-8318*	*(806) 797-3231* *byoung9478@lubbockwestar.com*	*Fax:*	*(806) 793-2130*	

AUDIT & INVESTMENT COMMITTEE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	60.0% (3)
Hispanic	32.6%	27.6%	9.8%	0.0% (0)
African-American	8.7%	7.4%	8.3%	20.0% (1)
Other	3.7%	4.0%	3.3%	20.0% (1)
GENDER				
Male	49.3%	48.9%	72.6%	60.0% (3)
Female	50.7%	51.1%	27.4%	40.0% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	0.0% (0)
District 2	16.2%	15.3%	4.8%	20.0% (1)
District 3	15.5%	14.5%	12.5%	20.0% (1)
District 4	16.6%	17.2%	19.6%	0.0% (0)
District 5	18.3%	18.6%	34.0%	20.0% (1)
District 6	16.1%	16.8%	18.2%	40.0% (2)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Advisory committee to advise City Council in fulfilling its oversight responsibilities by assessing and making recommendations regarding the City's financial and performance audits, including the systems of internal control and the audit processes, findings, and recommendations.

QUALIFICATIONS: One member is selected by the Electric Utility Board; two members shall have a background in financial reporting, accounting, or auditing; and one member shall be a certified public accountant.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Bass, Mark (M,A,3)		N/A	N/A	Replace
Clark, Terisa (F,A,5)		100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Mark Bass:
Clayton Ratterree (M,A,3) First Bank & Trust

To reappoint Terisa Clark

City of Lubbock
Board and Commision Recruiting Database

Updated: **4/12/2016**

Audit Committee

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
06/25/2014	McDowell	C. Brett	M	A	30-39	Executive Vice President	Centennial Bank	4
Second Preference								
Third Preference								
02/01/2008	Kitten	Randy	M	A	40-49	Banker	City Bank	5
Fourth Preference								
02/04/2016	Ratterree	Clayton	M	A	30-39	Senior Credit Analyst	First Bank & Trust	3
06/10/2015	Williams	Thomas	M	A	30-39	EVP/CFO	Alliance Federal Credit Union	5
Fifith Preference								
Sixth Preference								

Committee # 39 Audit Committee — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member			Pennington, Bass &	Curr:	06/01/2014-06/01/2016	Y
Member	Y	3310 20th Street	Associates	2nd:		
Bass		Lubbock, TX 79410	7818 Orlando Avenue	1st:		
Mr. Mark			Lubbock, TX 79423			
Email: mbass@penningtonbass.com	Y	(806) 799-8134	Pennington, Ba	Fax:	(806) 797-3103	
			mbass@penningtonbass.com			
Member			8067923363	Curr:	07/24/2014-06/01/2016	Y
CPA	Y	4915 75th Street	7002 Canton Avenue	2nd:		
Clark		Lubbock, TX 79424	Lubbock, TX 79413	1st:		
Ms. Terisa						
Email: terisaclark@gmail.com	Y	8062398698	(806) 792-3363	Fax:		
			tclark@trinitytoday.com			
Member				Curr:	06/01/2015-06/01/2017	Y
Member	Y	1701 East 26th Street		2nd:	06/01/2013-06/01/2015	
Givens		Lubbock, TX 79411		1st:	06/01/2011-06/01/2013	
Mr. R.J.						
Email: givreal@aol.com	Y	8067622967	8067638430	Fax:		
	Y	8067780824	givreal@aol.com			
Member			Lone Star State Bank	Curr:	06/01/2015-06/01/2017	Y
Member	Y	1416 Monticello Ave	6220 Milwaukee Ave.	2nd:	06/01/2013-06/01/2015	
Roberts		Lubbock, TX 79416	Lubbock, TX 79424	1st:	06/01/2011-06/01/2013	
Ms. Melisa						
Email: mroberts@lonestarwtx.com	Y	8067896188	8067717717	Fax:		
			mroberts@lonestarwtx.com			
Member			D. Williams & Co., P.C.	Curr:	06/01/2015-06/01/2017	Y
EUB Rep.	Y	4606 18th Street	1500 Broadway, Suite 400	2nd:	11/06/2014-06/01/2015	
Taylor		Lubbock, Texas 79416	Lubbock, Texas 79401	1st:		
Mr. Gregory						
Email: gorent817@yahoo.com	Y	(806) 780-3001	(806) 785-5982	Fax:	(806) 785-9381	
	Y	(806) 777-7044	gregt@dwilliams.net			

PUBLIC TRANSIT ADVISORY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	50.0% (4)
Hispanic	32.6%	27.6%	9.8%	12.5% (1)
African-American	8.7%	7.4%	8.3%	25.0% (2)
Other	3.7%	4.0%	3.3%	12.5% (1)
GENDER				
Male	49.3%	48.9%	72.6%	75.0% (6)
Female	50.7%	51.1%	27.4%	25.0% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	17.1%	17.6%	8.3%	25.0% (2)
District 2	16.2%	15.3%	4.8%	25.0% (2)
District 3	15.5%	14.5%	12.5%	25.0% (2)
District 4	16.6%	17.2%	19.6%	12.5% (1)
District 5	18.3%	18.6%	34.0%	12.5% (1)
District 6	16.1%	16.8%	18.2%	0.0% (0)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Studies routes and fares, and promotes the use of Citibus, a public transit service managed by McDonald Transit Associates, Inc., under a contract with the City.

QUALIFICATIONS: Members appointed shall be residents of Lubbock at the time of their appointment and during their term of office.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Brink, Pamela (F,A,3)		Y	Reappoint
Jefferson, Margie (F,AA,2)		Y	Reappoint
Patterson, T.J. (M,AA,2)		Y	Reappoint

APPPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Pamela Brink, Margie Jefferson, and T.J. Patterson

City of Lubbock
Board and Commision Recruiting Database

Updated: 4/13/2016

Public Transit Advisory Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
03/01/2008	Baker	Robert	M	A	50-59	ICU Nurse	Lubbock Heart Hospital	4
09/09/2014	Cowan	Stephen	M	A	60+	retired/disabled		3
08/04/2011	Kotal	Clinton	M	A	18-29	Self Employed	KN Construction Group	4
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3
05/13/2008	Preston	Brent	M	A	18-29		1800JunkMax, RE Broker	4
08/22/2006	Stephenson	Marion	M	A	40-49		Jake's Sports Bar	5
Second Preference								
11/01/2006	Huerta	Luis	M	H	40-49	Life Insurance Sales	AFLAC	5
02/08/2010	Tidwell	Joseph	M	A	18-29	Project Manager	Tao Development Group	3
Third Preference								
06/16/2014	Dickson	Mary	F	A	50-59	Deafness Resource Specialist	LIFE RUN Center	4
10/09/2009	Grossi	Cary	M	A	30-39	Funeral Director / General Manager	Resthaven Funeral Home - Memorial Park	5
03/01/2008	Hester	Steve	M	A	50-59	Forms Manufacturing	Caprock Business Forms	5
11/01/2010	Jordan	Carolyn	F	A	60+	Pastor	Christ United Methodist Church	5
07/01/2005	Trombley	Trudy	F	A	60+		Retired Educator	5
09/01/2013	Walline	Barbara	F	A			Retired	2
Fourth Preference								
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
06/01/2012	Coke	Christopher	M	A	40-49		American State Bank	3
Fifith Preference								
Sixth Preference								
03/05/2008	Jones	Maine	F	A	18-29	HR Officer	Peoples Bank	5

Committee # 24 Public Transit Advisory Board — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Citizen **Brink** **Ms. Pamela**	N	2707 54th Street Lubbock, TX 79413	Associated Author & Editors 2301 Broadway Lubbock, TX 79401	Curr: 2nd: 1st:	04/24/2014-06/01/2016	Y
Email: aae1@nts-online.net	Y	8067930899	8067479200 aae1@nts-online.net	Fax:	8067443030	
Member Citizen **Gatteys** **Mr. Jim**	N	2422 33Rd St. Lubbock, TX 79411	,	Curr: 2nd: 1st:	06/01/2015-06/01/2018	Y
Email: jgatteys@gmail.com	N N	(806) 535-2905 (806) 535-2905		Fax:		
Member Citizen **Gonzales** **Mr. Julio**	N	3610 42nd Street Lubbock, TX 79413		Curr: 2nd: 1st:	06/01/2015-06/01/2018 06/01/2012-06/01/2015	N
Email:	N	8062412923	8067122000	Fax:		
Chair Citizen **Jacobus** **Mr. Jay**	Y	6811 Rochester Avenue Lubbock, TX 79424	Scarborough Specialties 10501 Indiana Avenue Lubbock, TX 79423	Curr: 2nd: 1st:	06/01/2015-06/01/2018 06/01/2012-06/01/2015 01/27/2011-06/01/2012	N
Email: jay@scarspec.som	N	8067950473	8067929925 jay@scarspec.som	Fax:	8067929927	
Member Citizen **Jefferson** **Ms. Margie**	N	1906 58th Street Lubbock, TX 79412	Durham School Services 5501 MLK Blvd. Lubbock, TX 79410	Curr: 2nd: 1st:	06/01/2013-06/01/2016 10/13/2011-06/01/2013	Y
Email: margie_jefferson@yahoo.com	N	8065445880	8067661616 margie_jefferson@yahoo.com	Fax:		
Member Citizen **Patterson** **Mr. T.J.**	N	2405 Globe Avenue Lubbock, TX 79404	Southwest Digest 902 E. 28th Street Lubbock, TX 79404	Curr: 2nd: 1st:	06/01/2013-06/01/2016 01/26/2012-06/01/2013	Y
Email: swdigest@sbcglobal.net	N	8067449714	8067623612 swdigest@sbcglobal.net	Fax:	8067624605	
Vice Chair Citizen **Spears** **Mr. David**	N	3805 69th Street Lubbock, TX 79413		Curr: 2nd: 1st:	06/01/2014-06/01/2017 06/01/2011-06/01/2014 11/10/2000-11/10/2003	N
Email: dhspears@suddenlink.net	N	8067993593	8065436136	Fax:		
Member Ex-Officio **Young** **Mr. Reed**	N	2406 30th Street Lubbock, TX 79411		Curr: 2nd: 1st:	11/16/2013-11/16/2016	N
Email:	N	3253704311		Fax:		

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to $500	Using department	No quotes required	City Procurement Policy
$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $50,000	City Manager	Written proposals	GC §2254.003
More than $50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $50,000	City Manager	Rotation list	GC §2254.004
More than $50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to $50,000	City Manager	Negotiated	LGC §252.048
More than $50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than $50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than $50,000 and performance bonds for public works contracts more than $100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than $25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than $100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

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- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

(a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.

(b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no “competitors” for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.