City of Lubbock, Texas
Regular City Council Meeting
Thursday, September 10, 2015

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

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

http://www.mylubbock.us

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.-1.2. At the completion of the work session, City Council then recesses into executive session to consider items 2.-2.2.3.

5:15 p.m. -- City Council reconvenes in open session in City Council Chambers to consider items 3.-7.20.

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. Hear a presentation from representatives of the College Baseball Foundation on the status of the National College Baseball Hall of Fame Museum proposed to be located at 1304 Mac Davis Lane and discuss the projects, programs and goals of the College Baseball Foundation.

1. 2. Discuss Stormwater Utility Rates and possible amendments to the rate structure, financing and debt obligation, including possible action to direct the City Manager to conduct any additional analysis, review or study of the current rate structure or possible amendments thereto, including possible modifications to financing and debt structure; and hear presentation from staff concerning possible amendments to the rate structure.

2. **Executive Session**

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

2. 1. 1. Lubbock Police Department probationary officer selection procedure and practice.

2. 1. 2. Purchase Power Agreement.

2. 1. 3. Beck Steel, Inc. and John C. Beck v. City of Lubbock, Texas, et al., Cause No. 2015-516,881, in the 237th District Court of Lubbock County, Texas.

2. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.

2. 2. 1. City Attorney

2. 2. 2. City Manager

2. 2. 3. City Secretary

3. **Proclamations and Presentations**

3. 1. Invocation by Pastor David Haynes, Christ Temple Church of God in Christ

3. 2. Pledges of Allegiance

3. 3. Presentation of a special recognition designating September as The Leukemia and Lymphoma Society awareness month.

3. 4. Presentation of a special recognition to honor David Cea for his induction into the Texas Restaurant Association's 2015 Hall of Honor.

3. 5. Presentation of a special recognition honoring American Tribute Flag Field and Lubbock's First Responders.

4. **Minutes**

4. 1. July 21, 2015 Special City Council Meeting (Electric Utility Board)
July 30, 2015 Special City Council Meeting (Electric Utility Board)
August 13, 2015 Regular City Council Meeting

5. **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.

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 Ordinance 2015-O0084 amending the FY 2014-15 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92371, Runway 17R/35L Construction Phase III; respecting the Airport Fund to amend operating revenues and expenses; providing for filing; and providing for a savings clause.

6. 2. **Ordinance 2nd Reading - Finance:** Consider a Supplemental Ordinance 2015-O0083 supplementing Ordinance 2007-O0058, 2008-O0079, 2009-O0090, 2010-O0075, 2011-O0082, 2012-O0104, 2013-O0091, and 2014-O0107 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to Provide Public Improvements for the District.

6. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 32 amending the FY 2014-15 Budget for municipal purposes respecting the Capital Program to establish Capital Improvement Project (CIP) 92425, Park Maintenance Facility; and respecting the General Fund to increase the Transfer to the General Fund Capital Program; providing for filing; and providing for a savings clause.

6. 4. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute an Agreed Payment Schedule Contract with Amanda Kushwaha d/b/a Villa Town Motel to pay an arrearage of back taxes.

6. 5. **Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase from Atlantic Specialty Insurance Company, a subsidiary of OneBeacon, an insurance policy for excess liability insurance coverage.

6. 6. **Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase workers' compensation coverage through Texas Political Subdivisions Workers' Compensation Joint Self-Insurance.

6. 7. **Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase property insurance coverage from Zurich American Insurance Company for the John T. Montford Dam.

6. 8. **Resolution - Risk Management:** Consider a resolution authorizing the Mayor to execute contract 12371, an Interlocal Agreement No.15-F0633 to provide for Third Party Administrator Liability Claims Services with Texas Political Subdivisions Joint Self Insurance Fund of Dallas, Texas, RFP 15-12371-MA.

6. 9. **Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase from Ace American Insurance Company an insurance policy for airport and non-owned aircraft liability coverage.

6. 10. **Resolution - Risk Management:** Consider a resolution authorizing the City Manager to purchase from American Home Insurance Company a policy for property insurance coverage to include boiler and machinery coverage.

6. 11. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute construction contract 12416 with Utility Contractors of America, Inc. of Lubbock, Texas for construction services associated with the Pump Station Intake Metering Project, RFP 15-12416-TF.

6. 12. **Resolution – Water Resources:** Consider a resolution authorizing the Mayor to execute contract 12513 with the U.S. Department of Interior Bureau of Reclamation (USBR) WaterSMART Title XVI Water Reclamation and Reuse Program a grant agreement for financial assistance associated with a water reuse feasibility study.

6. 13. **Resolution - Water Resources:** Consider a resolution authorizing the Mayor to execute professional services agreement 12514 with Alan Plummer & Associates, Inc. for engineering services related to the evaluation of potable water reuse strategies associated with the City's Strategic Water Supply Plan.

6. 14. **Resolution – Water Resources:** Consider a resolution authorizing the Mayor to execute contract 12516 with Alan Plummer & Associates, Inc. (APAI) to evaluate and develop water conservation programs.

6. 15. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2015-O0085 abandoning and closing a 3,123.06 square foot tract of land (alley) out of Block 2, Dupree Addition, Lubbock County, Texas located at 1916 Texas Avenue.

6. 16. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a temporary drainage and stormwater impoundment easement out of Section 43, Block AK, Lubbock County, Texas, located at 2810 Oakridge Avenue.

6. 17. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a temporary garbage service easement and a underground utility easement located in Section 16, Block E-2 also known as lots 69 and 174, Lakeridge Estates of Lubbock, Lubbock County, Texas, easement located at 10005 Savannah Avenue.

6. 18. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a drainage easement out of Section 16, Block E-2, located at 4509 98th Street.

6. 19. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Dedicatory Certificate in connection with the platting by the City of Lubbock Tract A, NWWRP Addition to City of Lubbock, a subdivision located in Section 22, Block JS, Lubbock County, Texas, located at 3813 North Slide Road.

6. 20. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute on behalf of the City of Lubbock a drainage easement from Lubbock Windcrest Estacado I, L.P., regarding the East Erskine Street project from Martin Luther King Jr. Blvd. and east Loop 289, easement being out of Section 2, Block A, Lubbock County, Texas, 2016 East Erskine Street.

6. 21. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute purchase order contract 90500022 with Exerplay Inc. for play equipment, safety surfacing, benches and installation of all items for the Parks Playground Replacement Capital Project at K.N. Clapp and Mae Simmons Parks.

6. 22. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute contract 12471 with Turfmaster Irrigation and Landscape, Inc. for sitework improvements for the park playground replacements at K.N. Clapp and Mae Simmons Parks, ITB 15-12471-TF.

6. 23. **Resolution - Health:** Consider a resolution authorizing the Mayor to enter into agreement 12498 with StarCare Specialty Health System to refer identified individuals who meet the priority or target population to StarCare for education, outreach, family services, referrals and/or treatment.

6. 24. **Resolution - Health:** Consider a resolution authorizing the Mayor to enter into agreement 12499 with StarCare Specialty Health System to increase opportunities for healthy lifestyle choices that will reduce incidence of HIV infection and provide alcohol, tobacco, and other drug prevention and intervention services to the community.

6. 25. **Resolution - Health:** Consider a resolution authorizing the Mayor to enter into agreement 12500 with StarCare Specialty Health System to participate in a collaborative effort to provide community based, gender specific, intervention services to parenting males and expecting fathers involved with Department of Family and Protective Services with substance use disorders or who are at risk of developing substance use disorders.

6. 26. **Resolution - Health:** Consider a resolution authorizing the Mayor to enter into agreement 12501 with StarCare Specialty Health System to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community.

6. 27. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12496 and enter into an agreement with Brinkley Sargent Wiginton (BSW) for professional architectural and engineering services for the construction of a new Emergency Operations Center (EOC), located at 1515 East Ursuline Street.

6. 28. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12418 with Tommy Klein Construction Company, for the Exterior Door Replacement at the Buddy Holly Center and St. Paul's Church., RFP 15-12418-MA.

6. 29. **Resolution - Fire Services:** Consider an amendment to contract 11776 between the City of Lubbock and South Plains College to provide for the use of Lubbock Fire Training Facilities to train students.

6. 30. **Resolution - Citibus:** Consider a resolution authorizing the City of Lubbock's Director of Fiscal Policy to execute a FY 2015 Federal Transit Administration (5307) Section 5307 Grant agreement 12515, to provide operating assistance, preventative maintenance, American with Disabilities Act (ADA) paratransit and planning assistance.

6. 31. **Resolution - Economic Development:** Consider a resolution approving a program or expenditure by Market Lubbock, Inc. to be provided to Bayer CropScience for economic development purposes.

7. **Regular Agenda**

7. 1. **Budget Adoption Ordinance 2nd Reading - Finance:** An Ordinance approving and adopting a budget for Fiscal Year 2015-16, approving summary of estimated and forecasted revenues, appropriations, and utilization of net assets for all funds of the City; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by the City Manager if necessary; providing for filing of adopted budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2015-16 Operating Budget and Capital Program of the City of Lubbock; approving inclusion of equipment and property to be purchased as a part of the master lease program; authorizing the Mayor to appropriate certain funding during a duly declared state of disaster; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; amending Subsection 22.04.041(a) and 22.04.041(b) of the Code of Ordinances of the City of Lubbock by revising wastewater rates contained therein and providing an effective date for such; amending Subsection 22.06.185(a) of the Code of Ordinances of the City of Lubbock by revising Solid Waste collection rates as contained

therein; amending Subsection 22.03.084 of the Code of Ordinances of the City of Lubbock by revising water rates as contained therein and providing an effective date for such; accepting the budgets for Lubbock Economic Development Alliance, Civic Lubbock, Inc, and Vintage Township Public Facilities Corporation as presented; accepting the budget for Market Lubbock, Inc. as amended; finding that the proper notice of meeting provided by law and ratifying such providing for publication; and providing for a savings clause.

7. 2. **Resolution – Finance:** Consider a resolution ratifying the adoption of the FY 2015-16 budget that raises more tax revenue than was generated in the previous year.

7. 3. **Ordinance 2nd Reading – Finance:** Consider an ordinance setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2015; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

7. 4. **Resolution – Finance:** Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2015-16 and distributing receipts, net collection expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.

7. 5. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0086 for Zone Case 3259, a request of Alejandra Robles, for ADC Inc., for a zoning change from T to C-3 on 2.69 acres of unplatted land out of Block E-2, Section 16, 10609 Slide Road.

7. 6. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0087 for Zone Case 3245-A, a request of AMD Engineering, LLC, for Dr. Jewell Davis, for a zoning change from T to GO on 3.529 acres of unplatted land out of Block E-2, Section 17, 4109 112th Street.

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

7. 8. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0089 for Zone Case 3258, a request of Ray Pringle for a zoning change from T to C-3 on 1.5 acres of unplatted land out of Block AK, Section 20, 12102 and 12016 Frankford Avenue.

7. 9. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0090 for Zone Case 3260, a request of Mr. Charles Shears for SDI Realty, for Stephen Pitts, Linda Pitts Roberts, Larry Pitts, Laura Pitts Taylor, for a zoning change from T to C-3 on 9.014 acres of unplatted land out of Block E-2, Section 22, 11601 Quaker Avenue.

7. 10. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0091 for Zone Case 2995-R, a request of Dr. Jewell Ginter, for Ginter Eye Care Center, for a zoning change from GO to AM on Tract A, Double J Addition, 6301 and 6305 79th Street.

7. 11. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0092 for Zone Case 3236-A, a request of Vince Huebinger, for SWCWC/Sprint Spectrum, for a zoning change from IHC to IHC Specific Use for a temporary telecommunications tower on .234 acres of unplatted land out of Block A, Section 20, 2553 Santa Fe Drive.

7. 12. **Ordinance 2nd Reading - Mayor:** Consider Ordinance 2015-O0093 amending Chapter 8, "Businesses and Amusements" of the Code of Ordinances of the City of Lubbock, Texas, by adding Article 8.20, "Mobile Billboards", to allow mobile billboards the use of the public right-of-way; providing a penalty; providing a saving clause and providing for publication.

7. 13. **Ordinance 1st Reading - Planning:** Consider an ordinance amending Chapter 8, Section 8.19.003, of the Code of Ordinances of the City of Lubbock, Texas in regard to the expansion of permitted locations of mobile food vendors; providing a penalty clause; providing a savings clause; and providing for publication.

7. 14. **Resolution - Planning:** Consider a resolution adopting the Annexation and Growth Policy Report.

7. 15. **Resolution - Planning:** Consider resolution authorizing the Mayor to establish the Annexation and Growth Advisory Committee as a standing committee.

7. 16. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute an Amendment to the Commitment Agreement between the City of Lubbock and the College Baseball Foundation increasing the real property to be transferred to the College Baseball Foundation to include the parking lot at 1502 Mac Davis Lane.

7. 17. **Resolution - Stormwater:** Consider a resolution establishing a revised schedule of stormwater drainage charges, and directing the City Manager to undertake all necessary administrative activities to effectuate said revised schedule of stormwater drainage charges pursuant to City Council findings and direction, for benefited properties located within the City of Lubbock.

7. 18. **Resolution - Lubbock Power & Light:** Discuss and take action regarding modifications to the Lubbock Power & Light (LP&L) Electric Rate/Tariff Schedule and consider an order and resolution amending the current rate/tariff schedule of LP&L, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective October 1, 2015.

7. 19. **Board Appointment - City Secretary:** Declare one appointment by the Mayor to the Lubbock Housing Authority Board of Directors: Aida Martinez

7. 20. **Board Appointment - City Secretary:** Consider a resolution confirming the City Manager's appointment of Vickie Bennett to the Civil Service Commission.

City of
Lubbock
TEXAS

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
July 21, 2015
2:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 21st of July, 2015, at Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room, Lubbock, Texas at 2:00 p.m.

2:00 P.M. CITY COUNCIL CONVENED
Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room, Lubbock, Texas

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

Absent: Council Member Jeff Griffith; Council Member Victor Hernandez; Council Member Floyd Price

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

Note: The Electric Utility Board addressed agenda items in the following order:

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

1. MINUTES

1. 1. The Board will approve the minutes from the regular Electric Utility Board Meeting on June 16, 2015 and Special Electric Utility Board Meeting on June 30, 2015.

Motion by Charles Dunn, seconded by Jerry Bell to approve the minutes of June 16, 2015 and June 30, 2015.

Vote: 5 - 0 Motion carried by the Board
Other: James Conwright (ABSENT)
Stephanie Hill (ABSENT)
Clayton Isom (ABSENT)
James Tucker (ABSENT)

James Conwright, Electric Utility Board member, arrived in Executive Session.

2. **EXECUTIVE SESSION**

The meeting was called into a closed session at 2:15 p.m. under the provisions of Section 551, Texas Government Code.

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code §551.086 on the following competitive matters of Lubbock Power & Light:

2. 1. 1. Discuss, deliberate and the Board will take action regarding generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling; and discuss, deliberate and take action regarding proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).

2. 1. 1. 1. Discuss and the Board will take action regarding RFP# 7128-15 ELP for Cooke Station GT2 engine replacement.

2. 1. 2. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements, risk management information and related services and strategies.

2. 1. 3. Discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

2. 2. Hold an executive session in accordance with V.T.C.A. Government Code §551.074 to deliberate the appointment, employment, evaluation, reassignment and duties of a public officer or employee (Director of Electric Utilities and General Counsel).

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

***This item was deleted.**

4. **REGULAR AGENDA**

4. 1. Update/report by the Director of Electric Utilities regarding customer service, business center practices, procedures and policies, billing procedures, and LP&L staffing and performance.

***This item was deleted.**

4. 2. Discuss financial and capital statements, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues, reserve account funding, cost allocation, and revenue and expense projections of Lubbock Power & Light.

***This item was deleted.**

4. 3. The Board will consider, and the Council may discuss, a resolution authorizing the Purchasing Manager to execute a purchase order, ITB# 7129-15-ELD, (i) as concerns line items 1 and 3 through 6, to Texas Electric Cooperatives, Inc.; (ii) as concerns line item 2, to Wesco Distribution, Inc.; and (iii) as concerns line item 7, to HD Supply Power LTD solutions, all for LP&L Three Phase Distribution Transformers.

***This item was deleted.**

3:20 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

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

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
July 30, 2015
9:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 30th of July, 2015, at Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room, Lubbock, Texas at 9:00 a.m.

9:10 P.M. CITY COUNCIL CONVENED
Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room, Lubbock, Texas

Present: Mayor Pro Tem Jim Gerlt; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Victor Hernandez; Council Member Latrelle Joy; City Manager James Loomis; City Secretary Rebecca Garza; First Assistant City Attorney Mitch Satterwhite

Absent: Mayor Glen C. Robertson; Council Member Floyd Price

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

Note: The Electric Utility Board addressed agenda items in the following order:

- *Executive Session*

1. EXECUTIVE SESSION

The meeting was called into a closed session at 9:10 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 10:20 a.m.

1. 1. Hold an executive session in accordance with V.T.C.A. Government Code §551.086 on the following competitive matters of Lubbock Power & Light:

1. 1. 1. Discuss and deliberate generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.

1. 1. 2. Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).

1. 1. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies.

1. 1. 4. Discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

1. 2. Hold an executive session in accordance with V.T.C.A. Government Code §551.071 seeking the advice of its legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on a matter in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code (purchase power agreements).

10:20 A.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
August 13, 2015
1:30 P. M.

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

1:30 P.M. CITY COUNCIL CONVENED
City Council Conference Room 103, 1625 13th Street, Lubbock, Texas

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

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

- *Executive Session; 1.1; Executive Session; 3.1-3.4; Citizen Comments 4.1-4.2; 5.1; 6.1-6.1.1; 6.4; 6.6-6.7; 6.10-6.15; 6.17; 6.2-6.3; 6.5; 6.8-6.9; 6.16; 7.1-7.7; 7.9; 7.7-7.8; 7.10-7.14.*
- *Item 7.13 was postponed indefinitely.*
- *Item 7.7 was addressed following item 7.6, and again following item 7.9.*
- *Item 7.14 was deleted.*

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 Stormwater Utility Rates and possible amendments to the rate structure, financing and debt obligation, including possible action to direct the City Manager to conduct any additional analysis, review or study of the current rate structure or possible amendments thereto, including possible modifications to financing and debt structure.

City Council decided not to address this item.

2. Executive Session

The meeting recessed at 1:32 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 2:14 p.m. The meeting then recessed again at 2:16 p.m. and was called back into a public session at 5:15 p.m.

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

2. 1. 1. Beck Steel, Inc. and John C. Beck v. City of Lubbock, Texas, et al., Cause No. 2015-516,881, in the 237th District Court of Lubbock County, Texas.

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

2. 1. 3. Purchase Power Agreement

2. 1. 4. Lubbock Police Department probationary officer selection procedure and practice.

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

2. 2. 1. Avenue O and 5th Street between Marsha Sharp Freeway and Mac Davis Lane.

2. 2. 2. The Civic Center parking lot at Avenue O and Mac Davis Lane.

2. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.

2. 3. 1. City Attorney

2. 3. 2. City Manager

2. 3. 3. City Secretary

3. Proclamations and Presentations

3. 1. Invocation by Pastor Barry Stephens, Monterey Church of Christ

Pastor Barry Stephens, Monterey Church of Christ, 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 Texas Healthy Communities Award to the City of Lubbock by the Texas Department of State Health Services for being a Healthy Texas Community.

Mayor Pro Tem Jim Gerlt accepted a Texas Healthy Communities Award on behalf of the City of Lubbock, Mayor, and the City Council. Cecily Brea, the Texas Healthy Communities Program Coordinator appeared to present the award. She gave comments and congratulated the City of Lubbock.

3. 4. Presentation of a Special Recognition to the Texas Tech Health Sciences Center, Larry Combest Community Health and Wellness Center in recognition of National Health Center Week.

Mayor Pro Tem Jim Gerlt presented a special recognition to the Texas Tech Health Sciences Center, Larry Combest Community Health and Wellness Center. Dr. Linda McMurry, Executive Director of the Larry Combest Center; Michelle Hunter, Wendy Thai, and other staff members, appeared to accept the recognition. Dr. McMurry gave comments and thanked the Mayor and City Council.

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. Ysidro Gutierrez will appear before the City Council to discuss FY 2015-16 Operating Budget.

Ysidro Gutierrez appeared before the City Council to discuss FY 2015-16 Operating Budget in regard to debt and taxes.

4. 2. Mikel Ward will appear before the City Council to discuss FY 2015-16 Operating Budget, tax work session and Stormwater Utility Rates item 1.1.

Mikel Ward appeared before the City Council to discuss FY 2015-16 Operating Budget in regard to taxes and Stormwater rates.

5. **Minutes**

5. 1. June 16, 2015 Special City Council Meeting (Electric Utility Board)
June 30, 2015 Special City Council Meeting (Electric Utility Board)
July 9, 2015 Regular City Council Meeting

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve the June 16, 2015 Special City Council Meeting (Electric Utility Board) minutes, the June 30, 2015 Special City Council Meeting (Electric Utility Board) minutes, and the July 9, 2015 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve items 6.1-6.1.1; 6.4; 6.6-6.7; 6.10-6.15; and 6.17.

Vote: 7 - 0 Motion carried

6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0073, Amendment 28, amending the FY 2014-15 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Public Safety for the Emergency Management Preparedness Grant; respecting the General Fund by decreasing the transfer to the Grant Fund; providing for filing; and providing for a savings clause.

6. 1. 1. **Resolution - Emergency Management:** Resolution No. 2015-R0240 approving and ratifying the signature of the City Manager for and on behalf of the City of Lubbock for Sub-Recipient Grant Agreement 12463 (TDEM Grant No. 15TX-EMPG-0944) and any associated documents by and between the City of Lubbock and the Texas Division of Emergency Management.

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0077.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

6. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0078, Amendment 30, amending the FY 2014-15 Budget for municipal purposes respecting the Criminal Investigation Special Revenue Fund, providing for filing and providing for a savings clause.

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

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2015-O0078.

Vote: 7 - 0 Motion carried

6. 4. **Resolution - Aviation:** Resolution No. 2015-R0241 authorizing the Mayor to execute Amendment 2 to contract 12234 with RS&H, Inc. for the Concept and Design Phase Services for various projects at Lubbock Preston Smith International Airport, RFP 15-12147-MA.

6. 5. **Resolution – Water Utilities:** Resolution No. 2015-R0251 authorizing the Mayor to execute Change Order 1 to Contract 12218 with Utility Contractors of America, Inc., for South Lubbock Sanitary Sewer Extension Phase II Capital Improvements Project.

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to approve Resolution No. 2015-R0251.

Vote: 7 - 0 Motion carried

6. 6. **Resolution - Wastewater Utilities:** Resolution No. 2015-R0242 authorizing the Mayor to execute contract 12400 with Mesa Pivot Irrigation, Inc. for Center Pivot Replacement, ITB 15-12400-SS.

6. 7. **Resolution - Stormwater:** Resolution No. 2015-R0243 authorizing the Mayor to execute an amendment to a Professional Services Contract with Parkhill Smith and Cooper, Inc., contract 12041 to provide professional engineering services for Phase 2 of the Northwest Lubbock Drainage Improvements Project.

6. 8. **Resolution - Facilities:** Resolution No. 2015-R0252 authorizing the Mayor to execute contract 12373 with Bigge Crane and Rigging Co., of Houston, Texas for the installation and lease of a temporary exterior construction elevator at Citizen's Tower (the former Omni Building Complex) located at 1208 14th Street, Lubbock, Texas 79401, RFP 15-12373-MA.

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

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve Resolution No. 2015-R0252.

Vote: 7 - 0 Motion carried

6. 9. **Resolution - Facilities:** Resolution No. 2015-R0253 authorizing the Mayor to execute contract 12534 with AMX Environmental Ltd, of Dallas, Texas for the asbestos and mold abatement of the Citizen's Tower Complex (the former Omni Building) located at 1208 14th Street Lubbock, Texas RFP 15-12354-MA.

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

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve Resolution No. 2015-R0253.

Vote: 7 - 0 Motion carried

6. 10. **Resolution - Information Technology:** Resolution No. 2015-R0244 authorizing the Mayor to execute purchase order contract 33000641 with Dell Marketing LP for the purchase of desktop computers, monitors and laptop computers.

6. 11. **Resolution - Telecommunications:** Resolution No. 2015-R0245 authorizing the Mayor to execute contract 12365 with Lubbock Radio Paging, Inc. dba Stenocall for after hours call answering services, ITB 15-12365-DGB.

6. 12. **Resolution - Fleet Services:** Resolution No. 2015-R0246 authorizing the Mayor to execute purchase order contract 23103313 with Freightliner of Austin for a high velocity combination hydro-cleaner and positive displacement pump vacuum unit (Vac Con) for Wastewater Collection.

6. 13. **Resolution - Fleet Services:** Resolution No. 2015-R0247 authorizing the Mayor to execute purchase order contract 31024158 with Grapevine Dodge Chrysler Jeep of Grapevine, Texas for two-3500 crew cab chassis vehicles for Paved Street Department.

6. 14. **Resolution - Fleet Services:** Resolution No. 2015-R0248 authorizing the Mayor to execute purchase order contract 28100021 with Associated Supply Company, Inc. for a Case backhoe loader 580SN 2-wheel drive for the cemetery.

6. 15. **Resolution - Fleet Services:** Resolution No. 2015-R0249 authorizing the Mayor to execute purchase order contract 31023992 with Warren Cat for a 627K wheel scraper for Solid Waste Disposal.

6. 16. **Resolution - Public Information:** Resolution No. 2015-R0254 authorizing the Mayor to execute contract 12323 with RD Thomas; and consider a resolution authorizing the mayor to execute contract 12436 with Loomis Agency, for advertising and marketing services, RFP 15-12323-MA.

Jeff McKito, Public Information and Marketing Manager, gave comments and answered questions from City Council.

Main Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Resolution No. 2015-O0254.

Amendment by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to accept contract 12323 with RD Thomas, and reject contract 12436 with Loomis Agency.

Vote on Amendment
Vote: 7 - 0 Motion carried

Vote on Main Motion as Amended

Vote: 7 - 0 Motion carried

6. 17. **Resolution - Police:** Resolution No. 2015-R0250 authorizing the Mayor to execute a Memorandum of Understanding (MOU) for Law Enforcement Services by and between the City of Lubbock and Texas Tech University.

7. **Regular Agenda**

7. 1. **Public Hearing at 5:30 p.m. - Finance:** Hold a public hearing to consider an ordinance to levy the 2015 assessment for the North Point Public Improvement District (PID), the boundary of which includes the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford.

Public Hearing only.

Mayor Robertson opened the public hearing at 5:52 p.m.

No one appeared to speak in opposition.

Jack Benton, President of the North Point Public Improvement District (PID), appeared to speak in favor.

Mayor Robertson closed the public hearing at 5:53 p.m.

7. 2. **Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0079 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point Public Improvement District (PID); approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2015-16.

Jack Benton, President of the North Point Public Improvement District (PID), gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Ordinance No. 2015-O0079.

Vote: 7 - 0 Motion carried

7. 3. **Public Hearing at 5:30 p.m. - Finance:** Hold a public hearing to consider an ordinance to levy the 2015 assessment for the North Overton Public Improvement District (PID), the boundary of which includes a portion of the area between Fourth Street on the north, Avenue Q to the east, Broadway on the south, and University Avenue to the west.

Public Hearing only.

Mayor Robertson opened the public hearing at 5:56 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:57 p.m.

7. 4. **Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0080 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton Public Improvement District (PID); approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2015-16.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0080.

Vote: 7 - 0 Motion carried

7. 5. **Public Hearing at 5:30 p.m. - Finance:** Hold a public hearing to consider an ordinance to levy the 2015 assessment for the Quincy Park Public Improvement District (PID), the boundary of which includes the area bounded by portions of 88th and 98th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east.

Public Hearing only.

Mayor Robertson opened the public hearing at 5:58 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:58 p.m.

7. 6. **Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0081 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park Public Improvement District (PID); approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2015-16.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0081.

Vote: 7 - 0 Motion carried

7. 7. **Public Hearing 5:30 p.m. - Finance:** Hold a public hearing to consider the 2015 assessment rate for the Valencia Public Improvement District (PID), generally bounded by 85th Street on the north, 88th Place on the south, Iola Avenue on the east, and Milwaukee Avenue on the west.

Public Hearing only.

Cheryl Brock, Budget Director; and Linda Chamales, Economic Development Attorney, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 5:59 p.m.

Bernie Orsini appeared to speak in opposition and answered questions from City Council.

No one appeared to speak in favor.

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

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve the requested change as a result of the opposition of Mr. Bernie Orsini.

***See note.**

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Latrelle Joy to table this item.

Vote: 7 - 0 Motion carried

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to bring this item off of the table.

Vote: 7 - 0 Motion carried

***Note:** Mr. Orsini withdrew his challenge after getting clarification from city staff; therefore, no vote was taken on the motion to approve the requested change.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve the proposed assessment rate. (Ordinance No. 2015-O0082)

Vote: 7 - 0 Motion carried

7. 8. **Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0082 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Valencia Public Improvement District (PID); approving, adopting, and filing with the City Secretary the Assessment Roll; closing the hearing and levying assessments based on the Service Plan for the cost of certain services and/or improvements to be provided in the PID during FY 2015-16.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0082.

Vote: 7 - 0 Motion carried

7. 9. **Resolution - Finance:** Resolution No. 2015-R0255 - Discussion concerning property tax rates and impact it may have on City operations, the FY 2015-16 Operating Budget and Capital Program and Resolution No. 2015-R0255 adopting a proposed tax rate that will result in additional revenues as outlined in the Tax Code of the State of Texas, and setting the dates for public hearings to discuss the proposed tax rate.

Cheryl Brock, Budget Director, gave comments and answered questions from City Council.

Main Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Resolution No. 2015-O0255, and set the public hearings for August 27, 2015 at 5:30 p.m. and September 2, 2015 at 12:00 p.m.

Amendment by Council Member Latrelle Joy, seconded by Council Member Victor Hernandez to adopt the proposed property tax rate at $0.56573 per $100 valuation rather than $0.53582 per $100 valuation.

Vote on Amendment
Vote: 4 - 3 Motion carried
NAY: Mayor Glen C. Robertson
Council Member Karen Gibson
Council Member Jeff Griffith

Vote on Main Motion as Amended
Vote: 4 - 3 Motion carried
NAY: Mayor Glen C. Robertson
Council Member Karen Gibson
Council Member Jeff Griffith

7. 10. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0074, for Zone Case 3003-F, a request of Hugo Reed and Associates, Inc., for Bunt Holdings, LLC, for a zoning change from Garden Office (GO) and A-1 to GO on 0.3 acres of unplatted land out of Block AK, Section 21, south of 98th Street and west of Justice Avenue.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0074.

Vote: 7 - 0 Motion carried

7. 11. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0075, for Zone Case 2173-I, a request of Robert Campbell, for BH Estate, LLC, for a zoning change from C-3 to C-4 on Tract C1 A1, Whisperwood Addition, 5402 4th Street.

Dennis Carrizales, Senior Planner, 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. 2015-O0075.

Vote: 7 - 0 Motion carried

7. 12. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0076, for Zone Case 1657-C, a request of David Wood, for The Que Lubbock, for a zoning change from C-3 to CB-3 Specific Use for a mixed use building, apartments and commercial, with reduced parking on Lots 8 through 12 and the east 21.92 feet lot 13, of Block 8, McCrummen 2nd Addition, 2101 Avenue Q.

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

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0076.

Vote: 7 - 0 Motion carried

7. 13. **Board Appointments - City Secretary:** Consider nine appointments to the City of Lubbock Oil and Gas Advisory Review Committee (ARC).

This item was postponed indefinitely.

Motion by Council Member Karen Gibson, seconded by Council Member Victor Hernandez to postpone this item indefinitely.

Vote: 7 - 0 Motion carried

7. 14. **Board Appointments - City Secretary:** Consider naming the Chairperson of the Oil and Gas Advisory Review Committee.

This item was deleted.

6:37 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

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

Meeting Date: 09/10/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Ordinance 2015-O0084 amending the FY 2014-15 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92371, Runway 17R/35L Construction Phase III; respecting the Airport Fund to amend operating revenues and expenses; providing for filing; and providing for a savings clause.

Item Summary

On August 27, 2015, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 92371, Runway 17R/35L Construction Phase III, by increasing the appropriation by $6,697,763, from $14,310,057 to $21,007,820. Increase the Federal Grant funding amount by $6,027,989, from $12,879,049 to $18,907,038, and increase the PFC Bonds by issuing $669,774 FY 2016 PFC Revenue Certificates of Obligation, for a total increase in bond funds from $1,431,008 to $2,100,782. The new certificates of obligation will be issued in FY 2015-16.

II. Increase Transient Parking revenue $595,000, from $2,300,000 to $2,895,000.

III. Increase Agricultural Land Rent revenue $13,390, from $45,000 to $58,390.

IV. Increase Landing Fees revenue $75,000, from $562,600 to $637,600.

V. Increase Professional Services expenses in the Airport Parking cost center $450,000, from $700,412 to $1,150,412.

VI. Increase Chemical Supplies expenses in the Airfield Maintenance cost center $37,374, from $80,928 to $118,302.

VII. Increase Systems Maintenance expenses in the Airfield Maintenance cost center $33,200, from $132,500 to $165,700.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - BA#31

CIP Detail Sheet

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92371, RUNWAY 17R/35L CONSTRUCTION PHASE III; RESPECTING THE AIRPORT FUND TO AMEND OPERATING REVENUES AND EXPENSES; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #31) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92371, Runway 17R/35L Construction Phase III, by increasing the appropriation by $6,697,763, from $14,310,057 to $21,007,820. Increase the Federal Grant funding amount by $6,027,989, from $12,879,049 to $18,907,038, and increase the PFC Bonds by issuing FY 2016 PFC Revenue Certificates of Obligation of $669,774, for a total increase in bond funds from $1,431,008 to $2,100,782.

II. Increase Transient Parking revenue $595,000, from $2,300,000 to $2,895,000.

III. Increase Agricultural Land Rent revenue $13,390, from $45,000 to $58,390.

IV. Increase Landing Fees revenue $75,000, from $562,600 to $637,600.

V. Increase Professional Services expenses in the Airport Parking cost center $450,000, from $700,412 to $1,150,412.

VI. Increase Chemical Supplies expenses in the Airfield Maintenance cost center $37,374, from $80,928 to $118,302.

VII. Increase Systems Maintenance expenses in the Airfield Maintenance cost center $33,200, from $132,500 to $165,700.

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/BudgetFY1415 Amend31.ord
August 19, 2015

Capital Project
Project Cost Detail
Budget Amendments
August 27, 2015

Capital Project Number:	92371
Capital Project Name:	Runway 17R/35L Construction Phase III

	Current	Amendment	Total
Total Appropriation	$ 14,310,057	6,697,763	$ 21,007,820
Funding			
Federal Grant Funding	12,879,049	6,027,989	18,907,038
FY 2015 PFC Revenue CO's	1,431,008	-	1,431,008
FY 2016 PFC Revenue CO's	-	669,774	669,774
Total Proposed Funding	$ 14,310,057	6,697,763	$ 21,007,820

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

Meeting Date: 09/10/2015

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider a Supplemental Ordinance 2015-O0083 supplementing Ordinance 2007-O0058, 2008-O0079, 2009-O0090, 2010-O0075, 2011-O0082, 2012-O0104, 2013-O0091, and 2014-O0107 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to Provide Public Improvements for the District.

Item Summary

On August 27, 2015, the City Council approved the first reading of the ordinance.

On June 26, 2007 (second reading) the City Council approved Ordinance No. 2007-00058 which approved a Service and Assessment Plan and Assessment Roll for Vintage Township PID and supplemented that ordinance with Ordinance No. 2008-O0079 on September 11, 2008, Ordinance No. 2009-O0090 on September 24, 2009, Ordinance No. 2010-O0075 on September 27, 2010, Ordinance No. 2011-O0082 on September 27, 2011, Ordinance No. 2012-O0104 on September 27, 2012, Ordinance No. 2013-O0091 on September 26, 2013, Ordinance No. 2014-O0107 on September 4, 2014 and levied assessments on property within the PID. On April 24, 2008, the Vintage Township Public Facilities Corporation and the City Council authorized the issuance of PID bonds, payable from assessments on the property within the PID, to provide financing for public improvements within the PID. The PID statute and the Assessment Ordinance require that the City Council annually review and update the Service and Assessment Plan and the Assessment Roll. Since the PID assessments were levied on June 26, 2007, after a public hearing and public notice (and now secure the bonds), it is not necessary to provide new notice or a public hearing relating to the Service Plan Update. As contemplated by the Assessment Ordinance, the Service Plan Update will conform the original Assessment Roll to the principal and interest payment schedule required for the bonds. In addition, the Service Plan Update updates the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for PID improvements that occur during the year, if any.

Fiscal Impact

The bonds are not payable from City funds so there will be no fiscal impact to the City.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Vintage Ordinance

Vintage Township 2015 Service Plan Update

ORDINANCE NO. _____

AN EIGHTH SUPPLEMENTAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LUBBOCK UPDATING THE VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT SERVICE AND ASSESSMENT PLAN AND ASSESSMENT ROLL.

WHEREAS, on January 12, 2007, after notice and a public hearing in the manner required by law, the City Council of the City of Lubbock, Texas (the "City") approved a resolution authorizing the creation of the Vintage Township Public Improvement District (the "District"); and

WHEREAS, on June 14, 2007 and June 26, 2007, after notice and a public hearing conducted in the manner required by law, the City Council adopted Ordinance No. 2007-O0058 (the "Assessment Ordinance") approving a Service and Assessment Plan and Assessment Roll and the levy of assessments on property in the District; and

WHEREAS, on April 24, 2008, the City Council and the Vintage Township Public Facilities Corporation issued bonds secured directly and indirectly, respectively, by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, Section 372.013 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act") and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be annually reviewed and updated; and

WHEREAS, Supplemental Ordinances reviewing and updating the Service and Assessment Plan were passed September 11, 2008, September 24, 2009, September 27, 2010, September 27, 2011, September 27, 2012, September 26, 2013, and September 4, 2014;

WHEREAS, the Annual Service Plan Update and updated Assessment Roll attached as Exhibit A hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, thereby reducing the amounts listed on the original Assessment Roll, and update the Assessment Roll to reflect repayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the City Council now desires to proceed with the adoption of this Ordinance which supplements the Assessment Ordinance and approves and adopts the Annual Service Plan Update and the updated Assessment Roll attached thereto, in conformity with the requirements of the PID Act.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS:

Section 1. Findings.
The findings and determinations set forth in the preambles are hereby incorporated by reference for all purposes.

Section 2. Annual Service Plan Update and Assessment Roll.

The Annual Service Plan Update and updated Assessment Roll attached hereto as Exhibit A are hereby accepted and approved.

Section 3. Effective Date.

This Ordinance shall take effect upon passage and execution hereof.

AND IT IS SO ORDERED.

Passed by the City Council on _____, 2015.

Passed by the City Council on second reading on_____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda L. Chamales
Economic Development Attorney
LC lc/cityatt/Linda/Ordinances/Vintage PID Supplemental Assessment 2015

EXHIBIT A

ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL

VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT
LUBBOCK, TEXAS

ANNUAL SERVICE PLAN UPDATE AND AMENDMENTS TO THE SERVICE AND ASSESSMENT PLAN

August 12, 2015

VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT
LUBBOCK, TEXAS

ANNUAL SERVICE PLAN UPDATE AND AMENDMENTS TO THE SERVICE AND ASSESSMENT PLAN

A. Introduction

The Vintage Township Public Improvement District (the "PID") was created pursuant to the PID Act and a resolution of the City Council on January 12, 2007 to finance certain public improvement projects for the benefit of the property in the PID. The Vintage Township Public Facilities Corporation Special Revenue Bonds, Series 2008A in the aggregate principal amount of $2,193,000 (the "Series 2008A Bonds") and The Vintage Township Public Facilities Corporation Special Revenue Bonds, Series 2008B in the aggregate principal amount of $1,279,000 (the "Series 2008B Bonds") were issued to finance, refinance, provide or otherwise assist in the acquisition, construction and maintenance of the public improvements provided for the benefit of the property in the PID.

A service and assessment plan (the "Service and Assessment Plan") was approved by the City pursuant to Ordinance No. 2007-00058, as amended by Ordinance No. 2008-00005, identifying the public improvements (the "Improvement Project") to be provided by the PID, the costs of the Improvement Projects, the indebtedness to be incurred for the Improvement Projects, and the manner of assessing the property in the PID for the costs of the Improvement Projects. The Service and Assessment Plan is to be reviewed and updated annually. Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. Section 372.015(d) provides that the amount of assessment for each property owner may be adjusted following the annual review of the service plan. This document is the update of the Service and Assessment Plan for 2015.

The City had an assessment roll (the "Assessment Roll") prepared identifying the assessments on each parcel, based on the method of assessment identified in the Service and Assessment Plan. This Annual Service Plan also explains the update of the Assessment Roll.

The City Council intends for the obligations, covenants and burdens on the owner of the Assessed Property, including without limitation such owner's obligations related to the payment of the Assessments, to constitute a covenant running with the land. The Assessments are binding upon the owners of Assessed Property and their respective transferees, legal representatives, heirs, devisees, successors and assigns. The Assessments have lien priority as specified in the PID Act.

B. Update of the Service Plan

Annual Budget for the Public Improvements

The actual total cost of Improvement Project A is $2,920,808, which represents a reduction in the budget for Improvement Project A included in the Service and Assessment Plan. The actual total cost of Improvement Project B is equal to $1,828,466, which also represents a reduction of the budget for Improvement Project B included in the Service and Assessment Plan. There are budget line item cost revisions for the Improvement Projects as reported by the Developer. The reductions in the budget and the budget line revisions were reflected in prior annual SAP updates. The original and revised budgets for the Improvement Projects are included in Appendix A. The budget includes Improvement Project A and Improvement Project B.

As shown by Table A, the PID has incurred indebtedness in the total amount of $3,472,000 in the form of the Series 2008A and Series 2008B Bonds, which are to be repaid from Assessments, and the Developer is to fund the balance of the costs of the Improvement Projects as shown below.

Table A
Sources and Uses of Funds
Public Improvements

Sources of Funds:	**Improvement Project A Series A Bonds**	**Improvement Project B Series B Bonds**	**Total**
Bond proceeds	$2,193,000	$1,279,000	$3,472,000
Developer's contribution to Reserve Account	$219,300	$0	$219,300
Developer's contribution to Prepayment Reserve Account	$40,928	$23,870	$64,798
Other private funds	$804,366	$833,286	$1,637,652
Total Sources of Funds	**$3,257,594**	**$2,136,156**	**$5,393,750**
Uses of Funds:			
Improvement project	$2,920,808	$1,828,466	$4,749,274
Capitalized Interest Account	$61,644	$128,694	$190,338
Collection Costs Account	$14,914	$27,226	$42,140
Reserve Account	$219,300	$127,900	$347,200
Prepayment Reserve Account	$40,928	$0	$40,928
Developer Sub-Account of the Prepayment Reserve Account	$0	$23,870	$23,870
Total Uses of Funds	**$3,257,594**	**$2,136,156**	**$5,393,750**

Note: The numbers in this and subsequent tables are in some cases shown rounded to the nearest dollar; however, the calculations are made to the cent.

A service plan must cover a period of five years. All of the Improvement Projects are expected to be provided within a period of five years. The anticipated budget for the Improvement Projects over a period of five years and the indebtedness expected to be incurred for these costs is shown by Tables B-1 and B-2.

Table B-1
Improvement Project A
PID Sources and Uses of Funds
2008 – 2015

Sources of Funds:	Improvement Project A		Total
	Year 2008-2014	Year 2015	
Bond proceeds	$2,193,000	$0	$2,193,000
Developer's contribution to Reserve Account	$219,300	$0	$219,300
Developer's contribution to Prepayment Reserve Account	$40,928	$0	$40,928
Other private funds	$804,366	$0	$804,366
PID - Sources of Funds	**$3,257,594**	**$0**	**$3,257,594**
Uses of Funds:			
Improvement project	$2,920,808	$0	$2,920,808
Capitalized Interest Account	$61,644	$0	$61,644
Collection Costs Account	$14,914	$0	$14,914
Reserve Account	$219,300	$0	$219,300
Prepayment Reserve Account	$40,928	$0	$40,928
PID - Uses of Funds	**$3,257,594**	**$0**	**$3,257,594**

Table B-2
Improvement Project B
PID Sources and Uses of Funds
2008 – 2015

Sources of Funds:	Improvement Project B		Total
	Year 2008-2014	Year 2015	
Bond proceeds	$1,279,000	$0	$1,279,000
Developer's contribution to Prepayment Reserve Account	$23,870	$0	$23,870
Other private funds	$833,286	$0	$833,286
PID - Sources of Funds	**$2,136,156**	**$0**	**$2,136,156**
Uses of Funds:			
Improvement project	$1,828,466	$0	$1,828,466
Capitalized Interest Account	$128,694	$0	$128,694
Collection Costs Account	$27,226	$0	$27,226
Reserve Account	$127,900	$0	$127,900
Developer Sub-Account of the Prepayment Reserve Account	$23,870	$0	$23,870
PID - Uses of Funds	**$2,136,156**	**$0**	**$2,136,156**

Debt Service and Collection Costs

The Annual Installments

The Assessment imposed on any parcel may be paid in full at any time. If not paid in full, the Assessment shall be payable in thirty annual installments of principal and interest beginning with the tax year following the issuance of the Bonds.

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds with a maximum of nine percent per annum commencing with the issuance of the Bonds. The interest rate on the Bonds is 7.375 percent per annum. Accordingly, the interest rate on the Bonds is used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2015 and will be delinquent on February 1, 2016.

Pursuant to the Service and Assessment Plan, the Annual Service Plan Update shall show the remaining balance of the Assessments for each parcel and the Annual Installments and Annual Collection Costs to be collected from each Parcel. Annual Collection Costs shall be allocated to each Parcel pro rata based upon the amount the Annual Installment on a Parcel bears to the amount of Annual Installments in the PID as a whole that are payable at the time of such allocation. Each Annual Installment shall be reduced by any credits applied under an applicable Bond Ordinance, such as capitalized interest and interest earnings on any account balances and by any other funds available to the PID.

Annual Budget for the Repayment of Indebtedness

Debt service is to be paid on the Bonds from the collection of the Annual Installments. The interest rate to be paid on the Bonds is 7.375%. In addition, "Collection Costs" are to be collected with the Annual Installments to pay expenses related to the collection of the Annual Installments.

The budget for the PID to be paid from the collection of Annual Installments for 2015 is shown by Table C.

Table C
Budget for the Annual Installments
To be collected for 2015

	Improvement Project A Series 2008A Bonds[2]	Improvement Project B Series 2008B Bonds[2]	Total[2]
Interest payment on April 1, 2016	$76,738	$0	$76,738
Interest payment on October 1, 2016	$76,738	$0	$76,738
Principal payment on October 1, 2016	$15,000	$0	$15,000
Subtotal Debt Service on Bonds	$168,477	$0	$168,477
Annual Collection Costs	$17,000	$0	$17,000
Subtotal Expenses	$185,477	$0	$185,477
Available Capitalized Interest Account	$0	$0	$0
Available Collection Costs Account[1]	$0	$0	$0
Subtotal Funds Available	$0	$0	$0
Annual Installment to be Collected	$185,477	$0	$185,477

1 – Available Collection Costs Account balances as of July 31, 2015 are not included in the calculation of the annual installment to be collected as the balance is expected to be used for the payment of collection costs for the remainder of the current assessment year and any remaining balance will be used as contingency for unexpected collection costs.

2 – The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

As explained above, the interest rate on the Series 2008A Bonds is 7.375 percent per annum, which is used to calculate the interest on the Assessment Part A.

1) Annual Installments to be collected from previously subdivided lots

The Assessment Part A per Equivalent Unit for all lots other than the newly subdivided phase three lots is calculated as $6,294 based on the revised number of units to be developed. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected for 2015 are shown in Table D below.

Table D
Interest Due on Assessment Part A
To be collected for 2015

Land Use Class	Assessment per EU[1]	EU	Assessment Part A per unit[1]	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$6,294	1.00	$6, 294	7.375%	$464.21
Land Use Class 2	$6,294	1.66	$10,449	7.375%	$770.59
Land Use Class 3	$6,294	2.29	$14,414	7.375%	$1,063.04

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Assessment Part A due for 2015 is $15,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2016. The Total Assessment Part A outstanding is shown as $2,081,041 in Appendix B after the regular principal payment on October 1, 2015. Accordingly, the Assessment Part A due for 2015 is 0.7208 percent of the outstanding Assessment Part A (i.e., $15,000 ÷ $2,081,041 = 0.7208%).

The Assessment Part A due to be collected from each Land Use Class for 2015 is shown in Table E below.

Table E
Assessment Part A Due - To be collected for 2015

Land Use Class	Assessment Part A per unit[1]	Percentage	Assessment Part A Due Per Unit
Land Use Class 1	$6,294	0.7208%	$45.37
Land Use Class 2	$10,449	0.7208%	$75.31
Land Use Class 3	$14,414	0.7208%	$103.90

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Annual Collection Costs for the collection of Assessment Part A are estimated to be $17,000. The total outstanding Assessment Part A is shown as $2,081,041 in Appendix B. Accordingly, the Annual Collection Costs due for 2015 is 0.8169 percent of the outstanding Assessment Part A (i.e., $17,000 ÷ $2,081,041 = 0.8169%). The Annual Collection Costs to be collected for 2015 is shown in Table F below.

Table F
Annual Collection Costs for Assessment Part A
To be collected for 2015

Land Use Class	Assessment Part A per unit [1]	Percentage	Annual Collection Costs per Unit
Land Use Class 1	$6,294	0.8169%	$51.42
Land Use Class 2	$10,449	0.8169%	$85.35
Land Use Class 3	$14,414	0.8169%	$117.75

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

In summary, the Annual Installment Part A to be collected for 2015, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table G below.

Table G
Annual Installment Part A
To be collected for 2015

Land Use Class	Interest due per Unit	Assessment Part A due per Unit	Annual Collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	$464.21	$45.37	$51.42	$561.00
Land Use Class 2	$770.59	$75.31	$85.35	$931.25
Land Use Class 3	$1,063.04	$103.90	$117.75	$1,284.69

As of April 1, 2014, all outstanding Assessment Part B were prepaid and the corresponding Series 2008B Bonds were fully redeemed with proceeds of the prepayments. As a result, Assessment Part B is no longer collected from the parcels in the PID.

2) Annual Installments to be collected from newly subdivided lots in Phase Three

The Assessment Part A per Equivalent Unit amounts allocated to the newly subdivided lots in phase three was $6,316 as shown in the Update of the Assessment Roll section of this annual update. This amount is slightly higher than the Assessment Part A and per Equivalent Unit amount of $6,294 allocated to all previously subdivided lots. As a result, the Annual Installment amounts due from the newly subdivided lots in phase three are calculated separately based on the Assessment amounts allocated to each of these newly subdivided parcels as shown below.

The Assessment Part A per Equivalent Unit for the newly subdivided phase three lots is calculated as $6,316 as shown in the Update of the Assessment Roll section of this annual update. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected from each of the newly subdivided lots for 2015 are shown in Table H below.

Table H
Interest Due on Assessment Part A – Phase 3 Lots
To be collected for 2015

Land Use Class	Assessment per EU[1]	EU	Assessment Part A per unit[1]	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$6,316	1.00	$6,316	7.375%	$465.83
Land Use Class 2	$6,316	1.66	$10,485	7.375%	$773.28
Land Use Class 3	$6,316	2.29	$14,464	7.375%	$1,066.75

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Assessment Part A due for 2015 is $15,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2016. The Total Assessment Part A outstanding is shown as $2,081,041 in Appendix B. Accordingly, the Assessment Part A due for 2015 is 0.7208 percent of the outstanding Assessment Part A (i.e., $15,000 ÷ $2,081,041 = 0.7208%).

The Assessment Part A due to be collected for 2015 from each of the newly subdivided lots is shown in Table I below.

Table I
Assessment Part A Due – Phase 3 Lots
To be collected for 2015

Land Use Class	Assessment Part A per unit[1]	Percentage	Assessment Part A Due Per Unit
Land Use Class 1	$6,316	0.7208%	$45.53
Land Use Class 2	$10,485	0.7208%	$75.58
Land Use Class 3	$14,464	0.7208%	$104.26

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

The Annual Collection Costs for the collection of Assessment Part A are estimated to be $17,000. The total outstanding Assessment Part A is shown as $2,081,041 in Appendix B. Accordingly, the Annual Collection Costs due for 2015 is 0.8169 percent of the outstanding Assessment Part A (i.e., $17,000 ÷ $2,081,041 = 0.8169%). The Annual Collection Costs to be collected for 2015 from the newly subdivided lots is shown in Table J below.

Table J
Annual Collection Costs for Assessment Part A – Phase 3 Lots
To be collected for 2015

Land Use Class	Assessment Part A per unit[1]	Percentage	Annual Collection Costs per Unit
Land Use Class 1	$6,316	0.8169%	$51.60
Land Use Class 2	$10,485	0.8169%	$85.65
Land Use Class 3	$14,464	0.8169%	$118.16

1 - The amounts shown are rounded to the nearest dollar, whereas calculations are to the cent.

In summary, the Annual Installment Part A to be collected for 2015 from each of the newly subdivided lots, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table K below.

Table K
Annual Installment Part A – Phase 3 Lots
To be collected for 2015

Land Use Class	Interest due per Unit	Assessment Part A due per Unit	Annual Collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	$465.83	$45.53	$51.60	$562.96
Land Use Class 2	$773.28	$75.58	$85.65	$934.51
Land Use Class 3	$1,066.75	$104.26	$118.16	$1,289.17

There is no Annual Installment Part B to be collected from the newly subdivided lots.

C. Update of the Assessment Plan

The Service and Assessment Plan provided for the "Assessed Property" to be classified into one of three categories for purpose of allocating the Assessments, as follows:

(i) Land Use Class 1,

(ii) Land Use Class 2, and

(iii) Land Use Class 3.

Land Use Class 1 consists of residential dwelling units of 2,100 square feet of living area or less. Land Use Class 2 consists of residential dwelling units with between 2,100 and 3,000 square feet of living area. Land Use Class 3 consists of residential dwelling units with greater than 3,000 square feet of living area.

The Service and Assessment Plan identified Equivalent Units for each lot in each land use class as follows:

Land Use Class 1 Lots	1.00 per dwelling unit
Land Use Class 2 Lots	1.66 per dwelling unit
Land Use Class 3 Lots	2.29 per dwelling unit

The equivalent unit factors are the ratio of the Assessments as allocated to each lot in each property class. These equivalent unit factors were based on the relative size of the average unit in each class. This method of assessing property has not been changed and Assessed Property will continue to be assessed as provided for in the Service and Assessment Plan.

D. Update of the Assessment Roll

The Assessment Roll is to be updated each year to reflect:

The identification of each Assessed Parcel in the PID (including, if available, the tax parcel identification number for such Parcel), (ii) the Assessments, including any adjustments as

provided for in this Service and Assessment Plan; (iii) the Annual Installment for the relevant year (if such Assessment is payable) for each Parcel; (iv) prepayments of the Assessments as provided for in this Service and Assessment Plan and (B) any other changes helpful to the administration of the PID and permitted by law.

The Assessment Roll and a summary of the Assessment Roll are shown in Appendix E. Each parcel in the PID is identified, along with the Assessment on each Parcel and the Annual Installment to be collected from each parcel in each Improvement Area. Assessments are to be reallocated for the subdivision of any parcels.

According to the Service and Assessment Plan, upon the subdivision of any Parcel, the Administrator shall reallocate the Assessment for the Parcel prior to the subdivision among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the Equivalent Units allocated to each newly subdivided Parcel

D = the sum of the Equivalent Units for all of the new subdivided Parcels

There have been no additional parcel subdivisions within the PID applicable to the Annual Installments to be collected for 2015.

According to the Service and Assessment Plan, upon the consolidation of two or more Parcels, the Assessment Part A and Assessment Part B for the consolidated Parcel shall be the sum of the Assessment Part A and Assessment Part B prior to the consolidation, with each calculated separately.

According to the Lubbock Central Appraisal District, Parcels R318307 and R318308 (both Land Use Class 1 lots) were consolidated and replatted as Parcel R318307 and Parcels R318313 and R318314 (both Land Use Class 1 lots) were consolidated and replatted as Parcel R318314 in 2013. According to the Lubbock Central Appraisal District, Parcels R318328 and R318329 (Land Use Class 2 and Land Use Class 1 lots, respectively) were consolidated as Parcel R318328 in 2014. As a result, the consolidated Assessment Part A for the three newly consolidated parcels is shown in Table L below.

Table L
Annual Installment Part A before and after consolidation

Prior to Consolidation			After Consolidation		
Parcel	**Assessment Part A**	**Annual Installment Part A**	**Parcel**	**Assessment Part A**	**Annual Installment Part A**
R318307	$6,316	$562.96			
R318308	$6,316	$562.96	R318307	$12,633	$1,125.92
R318313	$6,316	$562.96			
R318314	$6,316	$562.96	R318314	$12,633	$1,125.92
R318328	$10,485	$934.51			
R318329	$6,316	$562.96	R318328	$16,801	$1,497.47
Total	**$42,067**	**$3,749.31**	**Total**	**$42,067**	**$3,749.31**

As shown in Table M, the Annual Installment Part A due from each newly subdivided Land Use Class 1 lot is $562.96. As a result, the total Annual Installment Part A Due from Parcels R318307 and R318314 after the consolidation is $1,125.92 (i.e., $562.96 + $562.96 = $1,125.92) each and the total Annual Installment Part A Due from Parcel R318328 after the consolidation is $1,497.47 (i.e., $934.51 + $562.96 = $1,497.47) as shown in Table L.

Assessment Part A has been prepaid for nine lots through July 31, 2015. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B. According to the trustee for the Bonds, Series 2008A Bonds in the total amount of $78,000 have been redeemed with the prepayment proceeds as of July 31, 2015.

Assessment Part B has been prepaid for all parcels as of July 31, 2015. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B. Series 2008B Bonds in the total amount of $1,274,000 were redeemed with prepayment proceeds through July 1, 2015.

The complete Assessment Roll updated as described herein is available at the City of Lubbock, Municipal Complex, 1625 13th Street, Lubbock, Texas 79401.

E. Updates of Miscellaneous Provisions

There are no additional updates to be included in the Annual Service Plan update for 2015.

Appendix A
The Improvement Project

	Improvement Project A			Improvement Project B		
	Original Budget	**Budget Changes[1]**	**Revised Budget**	**Original Budget**	**Budget Changes[1]**	**Revised Budget**
Land	$0	$0	$0	$390,000	($247,090)	$142,910
Site Preparation	$288,511	$355,780	$644,291	$79,906	$88,055	$167,961
Drainage	$136,232	($136,232)	$0	$136,232	($102,637)	$33,595
Streets and alleys	$0	$0	$0	$706,430	$4,206	$710,636
Walkways	$0	$0	$0	$59,523	($59,523)	$0
Water and sewer	$0	$0	$0	$752,265	($409,645)	$342,620
Lighting and street signs	$154,683	($25,693)	$128,990	$4,107	$681	$4,788
Signage and monumentation	$9,795	($9,475)	$320	$0	$3,015	$3,015
Park features	$1,081,340	($7,593)	$1,073,747	$0	$0	$0
Roundabouts	$67,795	$19,517	$87,312	$0	$0	$0
Street trees and irrigation	$412,091	($213,590)	$198,501	$0	$0	$0
Sub-total hard costs	**$2,150,447**	**($17,286)**	**$2,133,161**	**$2,128,463**	**($722,938)**	**$1,405,525**
Project administration	$84,884	$529	$85,413	$11,577	$25,029	$36,606
Master planning	$67,012	$199,424	$266,436	$0	$73,946	$73,946
Architectural design	$102,862	($102,862)	$0	$130	($130)	$0
Engineering (civil)	$239,216	$169,311	$408,527	$235,905	$59,500	$295,405
Engineering (other)	$4,210	$3,464	$7,674	$8,952	($5,207)	$3,745
Legal fees	$7,720	$5,640	$13,360	$1,278	($1,278)	$0
Regulatory and impact fees	$8,032	($5,902)	$2,130	$20,563	($7,324)	$13,239
Insurance and bonding	$0	$4,107	$4,107	$0	$0	$0
Sub-total soft costs	**$513,936**	**$273,711**	**$787,647**	**$278,405**	**$144,536**	**$422,942**
Contingency	$266,439	($266,439)	$0	**$248,901**	**($248,901)**	**$0**
Total	**$2,930,822**	**($10,014)**	**$2,920,808**	**$2,655,769**	**($827,303)**	**$1,828,466**

1 The budget changes are shown in the most recent developer's payment requests submitted to the trustee. The amounts shown are rounded to the nearest dollar,

These costs are estimated and the actual costs may be different than estimates. Costs in one line item may be reallocated to another line item to reflect the actual costs incurred.

Appendix B
Assessment Roll Summary

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2015
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310559	1	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310560	2	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310561	3	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310562	4	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310563	5	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310564	6	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310565	7	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310566	8	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310567	9	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310568	10	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310569	11	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310570	12	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310571	13	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310572	14	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310573	15	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310574	16	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310575	17	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310576	18	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310577	19	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310578	20	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310579	21	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310580	22	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310581	23	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310582	24	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310583	25	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310584	26	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310585	27	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310586	28	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310587	29	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310588	30	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310589	31	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310590	32	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310591	33	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310592	34	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310593	35	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310594	36	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310595	37	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310596	38	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310597	39	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310598	40	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310599	41	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310600	42	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310601	43	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310602	44	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310603	45	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310604	46	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00

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Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310605	47	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310606	48	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310607	49	2.29	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310608	50	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310609	51	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310610	52	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310611	53	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310612	54	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310613	55	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310614	56	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310615	57	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310616	58	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310622	59	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310623	60	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310624	61	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310625	62	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310626	63	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310627	64	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310628	65	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310629	66	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310630	67	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310631	68	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310632	69	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310633	70	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310634	71	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310635	72	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310636	73	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310637	74	1.66	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310638	75	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310639	76	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310640	77	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310641	78	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310642	79	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310643	80	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310644	81	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310645	82	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310646	83	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310647	84	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310648	85	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310649	86	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310650	87	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310651	88	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310652	89	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310653	90	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310654	91	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310655	92	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25

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Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310656	93	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310657	94	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310658	95	1.66	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310659	96	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310660	97	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310661	98	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310662	99	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310663	100	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310664	101	2.29	$14,414	$0	$14,414	$1,166.94	$117.75	$1,284.69	$0.00	$0.00	$0.00	$1,166.94	$117.75	$1,284.69
R310665	102	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310666	103	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310667	104	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310668	105	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310669	106	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310670	107	1	$6,294	$0	$6,294	$509.58	$51.42	$561.00	$0.00	$0.00	$0.00	$509.58	$51.42	$561.00
R310671	108	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310672	109	1.66	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310673	110	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R310674	111	1.66	$10,449	$0	$10,449	$845.90	$85.35	$931.25	$0.00	$0.00	$0.00	$845.90	$85.35	$931.25
R314854	112	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314855	113	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314856	114	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314857	115	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314858	116	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314859	117	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314860	118	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314861	119	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314862	120	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314863	121	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314864	122	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314865	123	2.29	$14,414	Prepaid	$14,414	$1,166.94	$117.75	$1,284.69	Prepaid	Prepaid	Prepaid	$1,166.94	$117.75	$1,284.69
R314866	124	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314867	125	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314868	126	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314869	127	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314870	128	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314871	129	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314872	130	2.29	$14,414	Prepaid	$14,414	$1,166.94	$117.75	$1,284.69	Prepaid	Prepaid	Prepaid	$1,166.94	$117.75	$1,284.69
R314873	131	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314874	132	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314875	133	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314876	134	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314877	135	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314878	136	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314879	137	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314880	138	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00

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Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R314881	139	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314882	140	2.29	$14,414	Prepaid	$14,414	$1,166.94	$117.75	$1,284.69	Prepaid	Prepaid	Prepaid	$1,166.94	$117.75	$1,284.69
R314883	141	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314884	142	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314885	143	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314886	144	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314887	145	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314888	146	2.29	$14,414	Prepaid	$14,414	$1,166.94	$117.75	$1,284.69	Prepaid	Prepaid	Prepaid	$1,166.94	$117.75	$1,284.69
R314889	147	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314890	148	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314891	149	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314892	150	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314893	151	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314924	152	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314894	153	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314895	154	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314896	155	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314897	156	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314898	157	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314899	158	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314900	159	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314901	160	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314902	161	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314903	162	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314904	163	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314905	164	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314906	165	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314907	166	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314908	167	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314909	168	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314910	169	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314911	170	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314912	171	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314913	172	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314914	173	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314925	174	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314915	175	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314916	176	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314917	177	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314918	178	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314919	179	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314926	180	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314920	181	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25
R314921	182	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314922	183	1	$6,294	Prepaid	$6,294	$509.58	$51.42	$561.00	Prepaid	Prepaid	Prepaid	$509.58	$51.42	$561.00
R314923	184	1.66	$10,449	Prepaid	$10,449	$845.90	$85.35	$931.25	Prepaid	Prepaid	Prepaid	$845.90	$85.35	$931.25

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2015
Summary

						Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	Lot No.	Equivalent Units	Assessments Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318305	185	2.29	$14,464	Prepaid	$14,464	$1,171.01	$118.16	$1,289.17	Prepaid	Prepaid	Prepaid	$1,171.01	$118.16	$1,289.17
R318306	186	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318307	187	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318308	188	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318309	189	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318310	190	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318311	191	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318312	192	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318313	193	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318314	194	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318315	195	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318316	196	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318317	197	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318318	198	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318319	199	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318320	200	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318321	201	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318322	202	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318323	203	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318324	204	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318325	205	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318326	206	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318393	207	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318327	208	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318328	209	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318329	210	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318330	211	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318394	212	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318331	213	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318332	214	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318333	215	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318334	216	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318335	217	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318336	218	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318337	219	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318338	220	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318339	221	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318340	222	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318341	223	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318342	224	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318343	225	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318344	226	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318345	227	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318346	228	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318347	229	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318348	230	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2015
Summary

						Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	Lot No.	Equivalent Units	Assessments Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318349	231	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318350	232	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318351	233	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318352	234	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318353	235	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318354	236	0	$0	$0	$0	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00
R318355	237	2.29	$14,464	Prepaid	$14,464	$1,171.01	$118.16	$1,289.17	Prepaid	Prepaid	Prepaid	$1,171.01	$118.16	$1,289.17
R318356	238	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318357	239	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318358	240	2.29	$14,464	Prepaid	$14,464	$1,171.01	$118.16	$1,289.17	Prepaid	Prepaid	Prepaid	$1,171.01	$118.16	$1,289.17
R318359	241	0	$0	$0	$0	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00
R318360	242	2.29	$14,464	Prepaid	$14,464	$1,171.01	$118.16	$1,289.17	Prepaid	Prepaid	Prepaid	$1,171.01	$118.16	$1,289.17
R318361	243	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318362	244	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318363	245	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318364	246	2.29	$14,464	Prepaid	$14,464	$1,171.01	$118.16	$1,289.17	Prepaid	Prepaid	Prepaid	$1,171.01	$118.16	$1,289.17
R318365	247	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318366	248	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318367	249	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318395	250	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318368	251	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318369	252	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318370	253	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318371	254	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318372	255	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318373	256	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318374	257	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318375	258	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318376	259	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318377	260	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318378	261	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318379	262	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318380	263	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318381	264	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318382	265	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318383	266	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318384	267	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318397	268	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318385	269	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318386	270	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318387	271	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318388	272	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318389	273	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318390	274	1.66	$10,485	Prepaid	$10,485	$848.86	$85.65	$934.51	Prepaid	Prepaid	Prepaid	$848.86	$85.65	$934.51
R318391	275	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
R318392	276	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2015
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318396	277	1	$6,316	Prepaid	$6,316	$511.36	$51.60	$562.96	Prepaid	Prepaid	Prepaid	$511.36	$51.60	$562.96
Total		342.52	$2,081,041	$0	$2,081,041	$168,477.37	$16,999.96	$185,477.33	$0.00	$0.00	$0.00	$168,477.37	$16,999.96	$185,477.33

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

Meeting Date: 09/10/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 32 amending the FY 2014-15 Budget for municipal purposes respecting the Capital Program to establish Capital Improvement Project (CIP) 92425, Park Maintenance Facility; and respecting the General Fund to increase the Transfer to the General Fund Capital Program; providing for filing; and providing for a savings clause.

Item Summary

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

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

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - BA#32

ORDINANCE NO. _____

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

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

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

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #32) for municipal purposes, as follows:

I. Establish Capital Improvement Project 92425, Park Maintenance Facility, and appropriate funding in the amount of $600,000, to provide for the purchase and renovation of the former Texas Department of Transportation Facility on Municipal Hill.

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

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on_____.

Passed by the City Council on second reading on_____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1415 Amend32 ord
September 1, 2015

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

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute an Agreed Payment Schedule Contract with Amanda Kushwaha d/b/a Villa Town Motel to pay an arrearage of back taxes.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Linda Cuellar, Interim Director of Finance

Attachments

Resolution - Villa Town Motel

Payment Schedule Contract - Motel

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 Agreed Payment Schedule Contract with Amanda Kushwaha, doing business as the Villa Town Motel, 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:

_____
Linda Cuellar, Acting Director of Finance

APPROVED AS TO FORM:

_____
Jeff Hartsell, Chief Litigation Attorney

vw:ccdocs/RES.Agrmt-Villa Town
August 24, 2015

AGREED PAYMENT SCHEDULE CONTRACT

This Agreed Payment Schedule Contract (hereinafter referred to as the "Agreement") is entered into between the City of Lubbock, a home rule municipal corporation of the State of Texas (hereinafter referred to as the "City") and Amanda Kushwaha (hereinafter referred to as "Kushwaha").

RECITALS

WHEREAS, Kushwaha is doing business in the City of Lubbock and owns and operates a motel doing business as the Villa Town Motel located at 5401 Avenue Q in Lubbock, Texas; and

WHEREAS, the City of Lubbock Code of Ordinances, §18.03.001 – 18.03.005, imposes a hotel occupancy tax pursuant to §351.002 of the Texas Tax Code; and

WHEREAS, the City of Lubbock Code of Ordinances requires that anyone owning, operating, managing or controlling any hotel or motel shall collect the tax imposed by the City; and

WHEREAS, Kushwaha has failed to collect or remit to the City certain taxes imposed by the City of Lubbock Code of Ordinances between 2009 and 2012; and

WHEREAS, the City filed suit against Kushwaha in Cause No. 2014-511,660 to collect back taxes owed to the City from 2009 through 2012; and

WHEREAS, Kushwaha acknowledges and agrees that she owes the City Seventy-Four Thousand Dollars ($74,000.00) in back taxes and owes interest and penalties regarding this arrearage; and

WHEREAS, the City and Kushwaha desire to enter into an agreement for Kushwaha to pay the arrearage over a five (5) year period;

NOW THEREFORE, IN CONSIDERATION of the mutual promises and agreements, as set forth herein, including the recitals set forth above, and other good and valuable consideration, Kushwaha and the City agree as follows:

1. Kushwaha shall:

i) Pay an initial payment of $15,000 to the City on or before November 1, 2015; and

ii) Pay in sixty (60) equal installments beginning November 1, 2015, the amount of One Thousand Seven Hundred Twenty Two and 24/100 ($1,722.24) and on the first day of each month thereafter, through and including October 1, 2020, as set forth in Exhibit "A" (attached hereto and incorporated herein as though fully set forth) starting on November 1, 2015; and

iii) Kushwaha shall pay and maintain any and all current hotel taxes monthly accruing on or before the date the taxes become due as required under Chapter 18 of the Code of Ordinances of the City of Lubbock.

2. Kushwaha shall be in default under this Agreement ("Event of Default") if any one or more of the following events shall occur:

i) Kushwaha shall fail to perform or observe any obligation or covenant hereunder;

ii) Failure to timely pay the City the amounts and in the manner provided in paragraph 1 (i), (ii), and (iii); or

iii) Kushwaha (a) applies for or consents to the appointment of a receiver, trustee, intervenor, custodian or liquidator of all or substantial part of net

assets; (b) is adjudicated a bankrupt, insolvent, files a voluntary petition for bankruptcy, or admits in writing that she is unable to pay her debts as they become due; (c) makes a general assignment for the benefit of creditors; (d) files a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency; or (e) files an answer admitting the material allegations of, or consent to, or default in answering, a petition filed against Kushwaha in any bankruptcy, reorganization or insolvency proceeding, or take any action for the purpose of effecting any of the foregoing.

β. If an Event of Default shall occur and be continuing ten (10) calendar days after written notice to cure the Event of Default, the City may, at its option, (i) declare all unpaid amounts due hereunder immediately due and owing without any further notice to Kushwaha, Ksuhwaha, without limiting the nature of the proceeding, expressly waives any and all rights to notice of intent to accelerate and notice of acceleration; and/or (ii) exercise any and all rights available to it in law, equity, contract or otherwise, including the filing of suit suit against Kushwaha for breach of this Agreement.

Also, if an Event of Default shall occur and be continuing, after ten (10) calendar days after written notice to cure the Event of Default, Kushwaha shall pay and immediately be liable to the City an additional sum of Twenty-Eight Thousand Dollars ($28,000.00) in back taxes, plus penalties and interest on said amount as provided by Chapter 18.03.001 et seq. of the Code of Ordinances of the City of Lubbock. Interest and penalties on the $28,000 shall be calculated as if

the $28,000 was due on December 31, 2012.

4. All notices required hereunder shall be in writing, and be delivered United States Mail registered or certified, return receipt requested, postage prepaid, and addressed as follows:

Amanda Kushwaha
831 Rosebud Dr.
Oxnard, California 93036

Notice shall be deemed to be delivered and received, upon the date of the deposit of, in a regularly maintained receptacle for the United States Mail, registered or certified, return receipt requested.

Kushwaha may change the address provided herein by notice to City to at

Accounting Department
P.O. Box 2000
Lubbock, Texas 79457

Such address change should be effective within fifteen (15) days after the date of delivery and receipt.

5. This Agreement shall inure to the benefit of, and be binding upon, Kushwaha her legal representatives, successors or assigns, and to the City, its legal representatives, successors or assigns.

6. All signatories to this Agreement hereby warrant that they have the authority to execute this Agreement and bind the respective parties.

7. This Agreement states the entire agreement of the parties with respect to the matters discussed herein, and supersedes all prior or contemporaneous oral or written understandings, agreements, statements or promises.

8. This Agreement may not be amended or modified in any respect except by a written instrument duly executed by all the parties to this Agreement.

9. If any portion of this Agreement is held unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain fully in force and enforceable.

10. Each party to this Agreement acknowledges and agrees that they have obtained legal representation and advice as they have deemed appropriate in entering into this Agreement.

11. It is further understood that this Agreement shall be governed by and will be construed by the laws of the State of Texas. Venue for any such action construing this Agreement shall be in Lubbock County, Texas.

12. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Dated this _____ day of _____, 2015.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

AMANDA KUSHWAHA

Amanda Kushwaha

Amanda Kushwaha

Villa Town

Taxes Owed Principal-Gross	$ 104,083.86	Downpayment	$15,000.00
Start Date	11/1/2015	Taxes Owed Principal-Net after Downpayment	$89,083.86
Interest %	0.06		
# of Payments	60		
Monthly Payment	($1,722.24)		

Payment #	Due Date	Principal	Interest	Principal OS $89,083.86	Monthly Payment
1	11/1/2015	1,276.82	445.42	87,807.04	(1,722.24)
2	12/1/2015	1,283.21	439.04	86,523.83	(1,722.24)
3	1/1/2016	1,289.62	432.62	85,234.21	(1,722.24)
4	2/1/2016	1,296.07	426.17	83,938.14	(1,722.24)
5	3/1/2016	1,302.55	419.69	82,635.59	(1,722.24)
6	4/1/2016	1,309.06	413.18	81,326.53	(1,722.24)
7	5/1/2016	1,315.61	406.63	80,010.92	(1,722.24)
8	6/1/2016	1,322.19	400.05	78,688.74	(1,722.24)
9	7/1/2016	1,328.80	393.44	77,359.94	(1,722.24)
10	8/1/2016	1,335.44	386.80	76,024.50	(1,722.24)
11	9/1/2016	1,342.12	380.12	74,682.38	(1,722.24)
12	10/1/2016	1,348.83	373.41	73,333.55	(1,722.24)
13	11/1/2016	1,355.57	366.67	71,977.98	(1,722.24)
14	12/1/2016	1,362.35	359.89	70,615.63	(1,722.24)
15	1/1/2017	1,369.16	353.08	69,246.47	(1,722.24)
16	2/1/2017	1,376.01	346.23	67,870.46	(1,722.24)
17	3/1/2017	1,382.89	339.35	66,487.57	(1,722.24)
18	4/1/2017	1,389.80	332.44	65,097.77	(1,722.24)
19	5/1/2017	1,396.75	325.49	63,701.01	(1,722.24)
20	6/1/2017	1,403.74	318.51	62,297.28	(1,722.24)
21	7/1/2017	1,410.75	311.49	60,886.52	(1,722.24)
22	8/1/2017	1,417.81	304.43	59,468.72	(1,722.24)
23	9/1/2017	1,424.90	297.34	58,043.82	(1,722.24)
24	10/1/2017	1,432.02	290.22	56,611.80	(1,722.24)

	25	11/1/2017	1,439.18	283.06	55,172.62	(1,722.24)
	26	12/1/2017	1,446.38	275.86	53,726.24	(1,722.24)
	27	1/1/2018	1,453.61	268.63	52,272.63	(1,722.24)
	28	2/1/2018	1,460.88	261.36	50,811.75	(1,722.24)
	29	3/1/2018	1,468.18	254.06	49,343.57	(1,722.24)
	30	4/1/2018	1,475.52	246.72	47,868.05	(1,722.24)
	31	5/1/2018	1,482.90	239.34	46,385.15	(1,722.24)
	32	6/1/2018	1,490.31	231.93	44,894.83	(1,722.24)
	33	7/1/2018	1,497.77	224.47	43,397.07	(1,722.24)
	34	8/1/2018	1,505.26	216.99	41,891.81	(1,722.24)
	35	9/1/2018	1,512.78	209.46	40,379.03	(1,722.24)
	36	10/1/2018	1,520.35	201.90	38,858.68	(1,722.24)
	37	11/1/2018	1,527.95	194.29	37,330.74	(1,722.24)
	38	12/1/2018	1,535.59	186.65	35,795.15	(1,722.24)
	39	1/1/2019	1,543.26	178.98	34,251.89	(1,722.24)
	40	2/1/2019	1,550.98	171.26	32,700.90	(1,722.24)
	41	3/1/2019	1,558.74	163.50	31,142.17	(1,722.24)
	42	4/1/2019	1,566.53	155.71	29,575.64	(1,722.24)
	43	5/1/2019	1,574.36	147.88	28,001.28	(1,722.24)
	44	6/1/2019	1,582.23	140.01	26,419.04	(1,722.24)
	45	7/1/2019	1,590.15	132.10	24,828.90	(1,722.24)
	46	8/1/2019	1,598.10	124.14	23,230.80	(1,722.24)
	47	9/1/2019	1,606.09	116.15	21,624.71	(1,722.24)
	48	10/1/2019	1,614.12	108.12	20,010.60	(1,722.24)
	49	11/1/2019	1,622.19	100.05	18,388.41	(1,722.24)
	50	12/1/2019	1,630.30	91.94	16,758.11	(1,722.24)
	51	1/1/2020	1,638.45	83.79	15,119.66	(1,722.24)
	52	2/1/2020	1,646.64	75.60	13,473.02	(1,722.24)
	53	3/1/2020	1,654.88	67.37	11,818.14	(1,722.24)
	54	4/1/2020	1,663.15	59.09	10,154.99	(1,722.24)
	55	5/1/2020	1,671.47	50.77	8,483.53	(1,722.24)
	56	6/1/2020	1,679.82	42.42	6,803.70	(1,722.24)
	57	7/1/2020	1,688.22	34.02	5,115.48	(1,722.24)
	58	8/1/2020	1,696.66	25.58	3,418.82	(1,722.24)

	59	9/1/2020	1,705.15	17.09	1,713.67	(1,722.24)
	60	10/1/2020	1,713.67	8.57	0.00	(1,722.24)
			89,083.86	14,250.58		(103,334.44)

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

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the City Manager to purchase from Atlantic Specialty Insurance Company, a subsidiary of OneBeacon, an insurance policy for excess liability insurance coverage.

Item Summary

Package excess liability insurance covers the following:

• General liability – insurance for an insured when negligent acts and/or omissions result in bodily injury and/or property damage on the premises of a business, when someone is injured as a result of using the product manufactured or distributed by a business, or when someone is injured in the general operation of the business, other than an employee;

• Auto liability – insurance if an insured is legally liable for bodily injury or property damage caused by an automobile;

• Employment practices liability – insurance that provides protection in the event of legal actions resulting from charges of harassment, discrimination, wrongful termination of employment, defamation, and invasion of privacy;

• Employee benefits liability – insurance for an error or omission in the administration of an employee benefit program, such as failure to advise employees of benefits programs;

• Law enforcement liability – insurance for police officers for allegation or actual false arrest, excessive force, and invasion of privacy, unless intentionally committed; and

• Public officials errors and omissions liability – insurance for the liability exposure faced by public officials from wrongful acts such as actual or alleged errors, omissions, misstatements, negligence, or breach of duty in their capacity as a public official or employee of the public entity.

The City purchases package excess liability insurance other than airport and pipeline liability for all operations. Coverage for airport and pipeline liability is covered in other policies.

The current insurance carrier is Atlantic Specialty Insurance Company. The annual premium is $336,233 for coverage of $1 million per occurrence and in the aggregate, plus an additional $9 million excess umbrella coverage per occurrencewith $18 million aggregate coverage annually. The only quote received was from Atlantic Specialty Insurance Company. The renewal rate of $352,346 reflects a 5.64% increase determined by market and claims history.

Carriers bind insurance coverage October 1, 2015, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content; therefore we are unable to alter the policy to include the City of

Lubbock's arbitration clause. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2015-16 Risk Management Fund.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution & Excess Liability Contract

RESOLUTION

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

THAT the City Manager of the City of Lubbock and is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, excess liability insurance coverage from Atlantic Specialty Insurance Company, for a premium amount not to exceed $352,346.00 or the amount adjusted due to changes in the premiums required as a result of the annual audit; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____ .

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Leisa Hutcheson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:

_____
Jeff Hartsell, Chief Litigation Attorney

RES.Risk Mgmt-Atlantic Specialty Ins.
August 25, 2015

Commercial Liability Package

Named insured:	City of Lubbock
Insurance carrier:	Atlantic Specialty Insurance Company — Admitted A.M. Best rating: A, X as of 2014
Policy number:	TBD
Policy term:	October 1, 2015 to October 1, 2016
Premium:	$ 352,346.00 (Includes Terrorism Premium of $2,743 & $2 State Surcharge)
Coverage:	Your legal liability to members of the public for claims arising from your premises, operations, products, or completed operations.

SCHEDULE OF LOCATIONS

Loc	Bldg	Address
1	1	1625 13TH ST LUBBOCK, TX 79401-3830

ALL LOCATIONS ON FILE WITH ATLANTIC SPECIALTY INSURANCE COMPANY

General Liability Policy Coverages

Coverage	Limit
General Aggregate	$1,000,000
Products/Completed Operation Aggregate	$1,000,000
Coverage A Bodily Injury and Property Damage	
Each Occurrence	$1,000,000
Self-Insured Retention	
Each Occurrence $500,000	
Coverage B Personal and Advertising Injury	$1,000,000
Self-Insured Retention	
Each Offense $500,000	
Damage to Premises Rented to You	
Each Occurrence	$1,000,000

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal date: 8/25/2015 Prepared for City of Lubbock
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Commercial Liability Package (continued)

Coverage C Health Care and Social Services	
Each Wrongful Act	$1,000,000
Self-Insured Retention	
Each Wrongful Act $500,000	
Medical Expense	Not Covered
Cemetery	
Failure to Supply	
Each Occurrence	$1,000,000
Sexual Abuse	
Each Occurrence	$1,000,000

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal date: 8/25/2015 Prepared for City of Lubbock
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Commercial Liability Package (continued)

General Liability Location Coverages

Loc	Bldg	Coverage	Premium Basis	Deductible
		Class: 41702 Dam, Lake, Pond, or Reservior Existence Hazard without Structural Failure	Acre Feet	
1	1	JOHN T MONDFORD DAM NPDP ID: TX06464	118,107	
		DAMS 1-6	672	
		Class: 44114 General purpose government risks organized as cities, towns, townships, villages or boroughs		
1	1	Coverage A&B		$500,000
		Class: 48727 Streets, Roads, Highways or Bridges - existence and maintenance hazard only		
1	1	Coverage A&B - Including Products		$500,000

General Liability Medical Payment Exclusion

All Locations and Buildings

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal date: 8/25/2015 Prepared for City of Lubbock
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Commercial Liability Package (continued)

Professional Liability Policy Coverages

Coverage	Limit	Deductible
Public Officials Errors & Omissions		
Each Wrongful Act	$1,000,000	
Aggregate	$1,000,000	
Self-Insured Retention $500,000		
Retro Date 09/10/1999		
Public Officials Employment Practices		
Each Offense	$1,000,000	
Aggregate	$1,000,000	
Self-Insured Retention $500,000		
Retro Date 09/10/1999		
Public Officials Employee Benefits Administration		
Each Offense	$1,000,000	
Aggregate	$1,000,000	
Self-Insured Retention $500,000		
Retro Date 09/10/1999		
Law Enforcement Liability		
Each Wrongful Act	$1,000,000	
Aggregate	$1,000,000	
Self-Insured Retention $500,000		

Excess Liability Policy Coverages

Coverage	Limit
Excess Liability	
Aggregate Limit	$18,000,000.
All Claims excess of Underlying Insurance	
Each Claim	$9,000,000
Each Claim excess of Underlying Insurance	

Additional Terms, Conditions, and Underwriter Comments:

Excess limits go over the following coverages: General Liability, Professional Liability and Auto Liability.

This agreement is provided on a following-form basis designed to follow all of the provisions of the underlying coverages with the following general exceptions: Pollution, Failure to Supply, Sexual Abuse and Uninsured/Underinsured Motorist

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal date: 8/25/2015 Prepared for City of Lubbock
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Commercial Liability Package (continued)

Automobile Policy Coverages

Coverage	Limit	Deductible
Liability	$1,000,000	
Self-Insured Retention		
Liability		$500,000
Hired Auto		
Hired Excess Auto Liability	Covered	
Non-Owned Auto		
Non-Owned Auto Liability	Covered	
Broad Form Endorsement		

Auto Composite Rate Coverages

Coverage	Limit	Deductible
FLEET AUTO AL		
(Vehicles: 1,396)		
Liability		
Med/PIP		
UM/UIM		

Automobile State Coverages

Coverage	Limit	Deductible
Texas UM BI & PD	$1,000,000	

Automobile Vehicle Coverages

Veh Coverage	Limit	Deductible
TX Composite Truck		
(Vehicles: 1,396)		
Liability		
Medical Payments	$5,000	
UM BI & PD		

Covered Auto Symbol(s)

10 - OTHER

Covered Auto Symbol(s)

Liability	10
Medical Payments	10
Uninsured Motorists	10

Additional Covered Auto Symbols and Descriptions

10 = COVERAGE APPLIES TO ALL OWNED AUTOS WITH THE EXCEPTION OF CITIBUS VEHICLES.

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Commercial Liability Package (continued)

OneBeacon INSURANCE

Atlantic Specialty Insurance Company
150 Royall Street
Canton, MA 02021

Insured Name and Address:
CITY OF LUBBOCK
1625 13TH ST
LUBBOCK, TX 79401-3830

Quote Number: 1733126-4

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (the Act), as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as *defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an ac of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals as part of a effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTIN(FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNINC ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM TO BE CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

The prospective premium required for your terrorism coverage is: $2,743

If you wish to reject this offer of coverage, you should check the box below, sign this notice and send it to your agent. An **exclusion** of terrorism losses, as defined by the Act, will then be made part of your policy.

☐	I hereby reject the offer of terrorism coverage. I understand that I will have no coverage for losses arising from acts of terrorism, as defined in the act.

PHN 001 IL 01 15

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Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal date: 8/25/2015 Prepared for City of Lubbock
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Commercial Liability Package (continued)

If your policy includes Property Coverage in one or more of these states: CA, CT, GA, HI, IA, IL, MA, ME, MO, NC, NJ, NY, OR, PA, RI, VA, WA, WI, or WV; the following statement applies:

The terrorism exclusion makes an exception for (and thereby continues your coverage for) property fire losses resulting from an act of terrorism. Therefore, if you reject the offer of terrorism coverage, that rejection does not apply to fire losses resulting from an act of terrorism - the coverage in your policy for such fire losses will continue. If such a loss occurs, and is certified under the Act, the loss will be reimbursed by the United States Government under the formula detailed above.

The portion of your policy premium attributable to terrorism (fire only) coverage in all of the states listed above, in which your policy provides property coverage, is $0. This amount is included in your policy premium and cannot be rejected.

_____	Atlantic Specialty Insurance Company
Policyholder/Applicant's Signature	Insurance Company
_____	_____
Print Name	Date

If you have any questions about this notice, please contact your agent.

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Commercial Liability Package (continued)

Atlantic Specialty Insurance Company

TEXAS UNINSURED/UNDERINSURED MOTORISTS COVERAGE SELECTION/REJECTION

Applicant/Named Insured:

CITY OF LUBBOCK
1625 13TH ST
LUBBOCK, TX 79401-3830

Producer:

Policy Effective Date: 10/01/2015

Policy Number: 7910010230-000

Texas law permits you to make certain decisions regarding Uninsured/Underinsured Motorists Coverage. This document briefly describes this coverage and the options available.

You should read this document carefully and contact us or your agent if you have any questions regarding Uninsured/Underinsured Motorists Coverage and your options with respect to this coverage.

This document includes general descriptions of coverage. However, no coverage is provided by this document. You should read your policy and review your Declarations Page(s) and/or Schedule(s) for complete information on the coverages you are provided.

UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Uninsured/Underinsured Motorists Coverage provides insurance protection to an insured for damages which the insured is legally entitled to recover from the owner or operator of an uninsured motor vehicle because of bodily injury or property damage caused by an automobile accident. Also included are damages due to bodily injury or property damage that result from an automobile accident with a hit-and-run vehicle whose owner or operator cannot be identified.

Unless rejected, Uninsured/Underinsured Motorists Coverage will be afforded at limits at least equal to a combined single limit of $85,000 for each accident, but you may select optional higher limits.

VCA U 042 TX 01 11

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Proposal date: 8/25/2015 Prepared for City of Lubbock
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Commercial Liability Package (continued)

Please indicate your choice from either **A.** or **B.** as follows:

A. Selection Of Uninsured/Underinsured Motorists Coverage Limit

If you wish to select Uninsured/Underinsured Motorists Coverage, you may do so by initialing next to the appropriate item(s) and signing below. Please note that we only offer Uninsured/Underinsured Motorists Coverage limits up to the Liability Coverage limit of your policy, even though higher limits may appear below.

(Initials) **I select Uninsured/Underinsured Motorists Coverage at the following limit(s):**

(Choose one Combined Single Limit option from the following):

(Initials)	Combined Single Limit
_____	$ 85,000
_____	100,000
_____	250,000
_____	350,000
_____	500,000
_____	1,000,000
_____	_____ (Other)

_____ _____

Signature Of Applicant/Named Insured **Date**

B. Rejection Of Uninsured/Underinsured Motorists Coverage

If you wish to reject Uninsured/Underinsured Motorists Coverage, you may do so by initialing and signing below.

_____ **I reject Uninsured/Underinsured Motorists Coverage.**
(Initials)

_____ _____

Signature Of Applicant/Named Insured **Date**

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Proposal date: 8/25/2015 Prepared for City of Lubbock
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Regular City Council Meeting **6. 6.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the City Manager to purchase workers' compensation coverage through Texas Political Subdivisions Workers' Compensation Joint Self-Insurance.

Item Summary

The City has workers' compensation exposure for all City employees and is required by the Labor Code to provide workers' compensation benefits to all municipal employees. The City extends workers' compensation benefits to volunteers to limit liability exposure. Workers' compensation provides medical care and lost wages, regardless of cause of loss.

The City currently purchases workers' compensation coverage from Texas Political Subdivisions Workers' Compensation Joint Self-Insurance on a fully guaranteed cost program. The current year contribution for workers' compensation insurance is $1,396,194. Only one quote for FY 2015-16 was submitted to the City's Broker. Texas Political Subdivisions Joint Self-Insurance Fund provided a quote in the amount of $1,526,543.

Guaranteed cost coverage pays from dollar one and includes claims costs and claim handling costs. The reduced contribution is due to improved loss ratio by all members of the pool, including Lubbock.

Staff recommends renewal with Texas Political Subdivisions Joint Self-Insurance Fund for a single annual payment of $1,526,543. The 9.34% increase from FY2014-15 is a result of an increased experience modifier.

Carriers bind insurance coverage October 1, 2015, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content; therefore we are unable to alter the policy to include the City of Lubbock's arbitration clause. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2015-16 Risk Management Fund.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution & Workers'Compensation Proposal

RESOLUTION

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

THAT the City Manager of the City of Lubbock and is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, workers' compensation coverage from the Texas Political Subdivisions Worker's Compensation Joint Self-Insurance Fund, for a premium amount not to exceed $1,526,543; and

THAT the City Manager may execute any routine documents and forms associated with said coverage.

Passed by the City Council this _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Leisa Hutcheson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:

_____
Jeff Hartsell, Chief Litigation Attorney

RES Risk Mgmt-Workers Compensation
August 26, 2015

Texas Political Subdivisions

Joint Self-Insurance Funds

To: Robert Bookhammer

Agency: Wells Fargo Insurance Services, USA, Inc

Reference: Lubbock, City of

Coverage: Workers' Compensation Proposal

Period: 10/01/15 to 10/01/16

Proposal is valid until: 12:01 A.M. on 10/1/2015

Comments: Please review attached proposal and advise if you have any questions or need additional information.

To bind coverage we will need you to complete our "REVISED" New/Renewal Binder (copy attached), prior to inception date.

We appreciate the time you have invested in answering our questions and providing information necessary for preparation of this proposal. We look forward to working with you on this account.

Date: August 25, 2015

From: Rhonda Ruehle

Phone No: 972-361-6310

P. O. Box 803356 - Dallas, Texas 75380-3356

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

PROPOSAL

Lubbock, City of

Rating Period

October 1, 2015 **to** **October 1, 2016**

COVERAGE for RATING PERIOD	LIMIT of LIABILITY	TOTAL ANNUAL CONTRIBUTION
Workers' Compensation		$ 1,557,697
Injury or Illness - Each Employee	Statutory	
Employers' Liability		Included
Bodily Injury by Accident - Each Accident	$1,000,000	
Bodily Injury by Disease - Each Employee	$1,000,000	
Bodily Injury by Disease - Interlocal Agreement	$1,000,000	
	Annual Contribution:	$ 1,557,697
	Total Annual Contribution	**$ 1,557,697**

Renewable for Three Years

A minimum Contribution of $1,475,000 will apply regardless of the result of the annual payroll audit.

Payment Options:

TPS's Proposal offers a monthly pay plan as follows:	Deposit	$129,809
	Each Installment	$129,808
	Number of Installments	11
TPS's Proposal offers a quarterly pay plan as follows:	Deposit	$389,425
	Each Installment	$389,424
	Number of Installments	3
TPS's Annual Pay Plan :	Single Payment	$1,526,543

Payment is due within 30 days of effective date, or receipt of first bill (whichever is later) otherwise discount is forfeited.

PAYROLL WORKSHEET

Member:			Contract Number	Rates Eff.	Effective Date
Lubbock, City of				6/1/2013	10/1/2015
Code	Classification of Operations	No. of Employees	Payroll Estimate	Per $100 of Payroll	Manual Contribution Before Adjustment
0570	Volunteer Police Reserves		$ 29,458	3.79	$1,116
3064	Sign Mfg.		$ 37,085	4.99	$1,851
4299	Copying & Duplicating Service & Drivers		$ 56,561	2.50	$1,414
4511	Building Inspections		$ 1,911,888	1.08	$20,648
4519	Exterminator & Drivers		$ 138,610	3.57	$4,948
5190	Traffic Signal Control Installation & Drivers		$ 1,151,205	4.98	$57,330
5506	Street or Road Construction or Repair - All Operations -		$ 3,332,240	8.35	$278,242
5606	Contractor - Executive Supervisor or Construction Super		$ 64,983	1.06	$689
7380	Drivers, Chauffeurs and their Helpers Noc - commercial		$ 20,466	7.21	$1,476
7423	Airport Operations		$ 666,426	7.36	$49,049
7520	Waterworks Operation & Drivers		$ 7,052,412	4.62	$325,821
7539	Electric Light or Power Co Noc - All Employees - & Drive		$ 12,803,990	1.90	$243,276
7580	Sewage Disposal Plant Operation & Drivers		$ 408,550	3.26	$13,319
7590	Garbage Works		$ 361,922	5.22	$18,892
7704	Fire Fighters & Drivers		$ 26,656,286	3.88	$1,034,264
7720	Police Officers & Drivers		$ 30,340,636	3.79	$1,149,910
8107	Heavy Equipment - Maintenance		$ 438,929	4.40	$19,313
8391	Automobile Machine Shop & Drivers		$ 66,091	2.93	$1,936
8601	Architect or Engineer - Consulting		$ 723,067	0.42	$3,037
8742	Elected Officials		$ 34,914	0.42	$147
8742V	Inside Volunteers		$ 22,204	0.42	$93
8810	Clerical Office Employees Noc		$ 23,053,914	0.25	$57,635
8831	Animal Shelters & Drivers		$ 644,902	1.64	$10,576
8833	Hospital: Professional Employees		$ 861,909	1.14	$9,826
8838	Library / Museum		$ 1,488,971	0.92	$13,699
9015	Buildings Noc - Operation by Owner or lessee - & Driver		$ 1,332,006	4.51	$60,073
9101	Public Library		$ 53,385	4.42	$2,360
9102	Park Noc - All Employees - & Drivers		$ 2,575,570	4.42	$113,840
9220	Cemetery Operations & Drivers		$ 212,281	9.39	$19,933
9402	Refuse Collection & Drivers		$ 73,319	8.85	$6,489
9402	Street Cleaning & Drivers		$ 145,666	8.85	$12,891
0011	Farms		$ 78,747	6.62	$5,213
3724V	Outside Volunteers		$ 3,995	4.96	$198
		Total Empl.	Total Payroll		Manual Contribution
			$ 116,842,588		**$3,539,504**

Member: Lubbock, City of

Effective: 10/1/2015
Expiration: 10/1/2016

Guaranteed Cost

(1) Total Manual Contribution Before Adjustment (Column Total)	3,539,504	(5) Line 3 X Factor on Line 4 = Standard Contribution	3,393,676
(2) Increased Employers Liability Factor	1.02	(6) Fund Factor	0.459
(3) Line 1 X Factor on Line 2 = Adjusted Manual Contribution	3,610,294		
(4) Experience Modifier	0.94		
		Basic Contribution:	1,557,697

Total Contribution: $ 1,557,697

Renewable for Three Years

A minimum Contribution of $1,475,000 will apply regardless of the result of the annual payroll audit.

Options:

☐ TPS Guaranteed Cost Quote offers a monthly pay plan as follows:

Initial installment of	$129,809
with 11 monthly installments of	$129,808

☐ TPS Guaranteed Cost Quote offers a quarterly pay plan as follows:

Initial installment of	$389,425
with 3 quarterly installments of	$389,424

☐ TPS Annual Pay Plan : $1,526,543

Member: Lubbock, City of

Effective: 10/1/2015
Expiration: 10/1/2016

Guaranteed Cost

(1) Total Manual Contribution Before Adjustment (Column Total)	3,539,504	(5) Line 3 X Factor on Line 4 = Standard Contribution	3,393,676
(2) Increased Employers Liability Factor	1.02	(6) Fund Factor	0.459
(3) Line 1 X Factor on Line 2 = Adjusted Manual Contribution	3,610,294		
(4) Experience Modifier	0.94		
		Basic Contribution:	1,557,697
		Total Contribution:	**$ 1,557,697**

Field Service Fee: $ -

Renewable for Three Years

A minimum Contribution of $1,475,000 will apply regardless of the result of the annual payroll audit.

Options:

☐ TPS Guaranteed Cost Quote offers a monthly pay plan as follows:

Initial installment of	$129,809
with 11 monthly installments of	$129,808

☐ TPS Guaranteed Cost Quote offers a quarterly pay plan as follows:

Initial installment of	$389,425
with 3 quarterly installments of	$389,424

☐ TPS Annual Pay Plan : $1,526,543

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

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the City Manager to purchase property insurance coverage from Zurich American Insurance Company for the John T. Montford Dam.

Item Summary

It is recommended that the City maintain a property insurance policy covering exposures to loss at the Montford Dam at Lake Alan Henry. The City has maintained a policy since taking over the dam and reservoir ownership and operations in 2005 from the Brazos River Authority.

The City's current coverage for the dam is limited to $50 million with a deductible of $2 million at a premium of $107,984 for a calendar year. This policy includes coverage for acts of terrorism with the exception of domestic terrorism.

The City’s broker of record, Sanford and Tatum with the assistance of Wells Fargo Insurance Services, solicited quotations from multiple companies, but Zurich American Insurance Company provided the most favorable quote.

Staff recommends purchase of an insurance policy for property insurance for the John T. Montford Dam quoted by Zurich American Insurance Company, for a policy premium of $108,280, with deductible of $2,000,000, reflecting a $296 increase over the 2014-15 premium.

Carriers bind insurance coverage October 1, 2015, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content; therefore we are unable to alter the policy to include the City of Lubbock’s arbitration clause. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2015-16 Risk Management Fund.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution & Montford Dam Insurance Coverage

RESOLUTION

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

THAT the Mayor of the City of Lubbock or his designee is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, property insurance by and between the City of Lubbock and Zurich American Insurance Company in the amount of $50,000,000 insurance coverage for Montford Dam, pursuant to the terms and conditions attached hereto as Exhibit "A," and in a final form acceptable to the City Manager and City Attorney for a total premium in an amount not to exceed $108,280; and

THAT the City Manager or designee may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Leisa Hutcheson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:

_____
Jeff Hartsell, Chief Litigation Attorney

vw/ccdocs/Res Risk Mgmt-Zurich American Ins.
August 25, 2015

Commercial property – John T. Montford Dam

Named insured:	John T. Montford Dam / City of Lubbock, TX, Lubbock, TX 79457
Insurance carrier:	Zurich American Insurance Company — Admitted A.M. Best rating: A+, XV as of 2014
Policy number:	TBD
Policy term:	October 1, 2015 to October 1, 2016
Premium:	$ 108,280.00 (Includes Terrorism Premium of $2,123)
Coverage:	This policy insures against direct physical loss or damage to Real & Personal Property from a covered loss and any resulting Loss of Revenue as more fully defined within the Policy.
Policy form:	Special Form
Perils covered:	Risk of direct physical loss, subject to named policy terms, conditions and exclusions. Includes Equipment Breakdown.

DESCRIPTION OF COVERED PROPERTY

John T. Montford Dam at Lake Alan Henry or as declared in ADDENDUM A – SCHEDULE OF COVERED PROPERTY.

ESTIMATED VALUES

$	72,005,179	Property Values
$	NCP	Loss of Revenue Values
$	72,005,179	**TOTAL INSURED VALUES**

Breakdown of values by structure & location can be found under ADDENDUM A

INSURING AGREEMENT

Subject to the terms, exclusions, limitations and conditions, this Policy insures against all risks of direct physical loss of or damage to Covered Property while at the location listed above and occurring during the term of the policy.

POLICY TERRITORY

This Policy covers the 50 states comprising the United States of America and District of Columbia unless otherwise endorsed to the Policy.

COVERED PROPERTY

This policy insures against direct physical loss or damage to Real & Personal Property from a covered cause of loss and any resulting Loss of Revenue as more fully defined within the Policy.

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal date: 8/25/2015 Prepared for City of Lubbock
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John T. Montford Dam (continued)

PROPERTY EXCLUDED

Aircraft; Rolling Stock; Watercraft; Land/Land Values; Electrical/Gas/Water or other transmission line and related plants and substations; Offshore Rigs & Platforms; Property sold under conditional sale; shipments by mail, parcel post and those shipments to and from Alaska or Hawaii; Overseas Shipments and others per the Policy.

EXCLUSIONS

Consequential Loss; Error/Omission or deficiency in design, plans, workmanship, specifications or materials; Wear & Tear; War; Nuclear; Mysterious Disappearance & Inventory Shortage; Employee Dishonesty, Fraud & Infidelity; Fungus; Pollution & Contamination; Asbestos; Normal Subsidence & Settling; and other per the Policy.

TERRORISM

Terrorism is offered as an option. If not the Named Insured elects not to purchase coverage a Terrorism exclusion shall attach to the Policy.

COVERAGE EXTENSIONS

Accounts Receivable; Transit; Extra Expense, Fire Department Service Charges; Debris Removal; Ordinance or Law / Demolition or Increased Cost of Construction; Loss Adjustment Expense; Ingress/Egress; Civil Authority; Valuable Papers and Newly Acquired Locations

POLICY LIMIT OF LIABILITY

This Policy shall pay no more than **$50,000,000** for any one occurrence, subject to the following Sublimits of Liability and Annual Aggregate Limits of Liability. In no event shall this Policy's liability exceed the Limit of Liability above or the scheduled values as stated on Endorsement A – Schedule of Locations & Values Insured, whichever is less, in any one occurrence.

SUBLIMITS OF LIABILITY

The Policy shall pay no more than the following Sublimit(s) of Liability in any one occurrence.

NOTE: Coverage shall only apply for individual sublimits when a dollar amount is entered below: In no event shall these Sublimits of Liability increase the Policy Limit of Liability.

(1)	$	50,000,000	Physical Damage Coverage to the Covered Property;
(2)	$	NCP	Loss of Revenue;
(3)	$	50,000	Accounts Receivable;
(4)		14 Days	Interruption by Civil or Military Authority;
(5)	$	500,000	Expediting Expense;
(6)	$	500,000	Extra Expense;
(7)	$	5,000,000	Or 25% of the amount of insured physical loss of or damage to Covered Property whichever is less - Debris Removal Coverage;
(8)	$	100,000	Fire Department Service Charges;
(9)		14 Days	Ingress and Egress;
(10)	$	100,000	Loss Adjustment Expense;
(11)	$	500,000	Newly Acquired Locations;
(12)	$	1,000,000	Ordinance or Law / Demolition or Increased Cost of Construction;
(13)	$	2,500,000	Transit - any one conveyance;
(14)	$	25,000	Valuable Papers & Records;
(15)	$	50,000,000	Terrorism

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal date: 8/25/2015 Prepared for City of Lubbock
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John T. Montford Dam (continued)

ANNUAL AGGREGATE LIMIT(S) OF LIABILITY

The maximum amount the Company will pay for loss or damage in any one occurrence, and/or in the aggregate annually for loss or damage from all occurrences, shall not exceed the following amounts:

(1) $ 10,000,000 By the peril of **EARTHQUAKE**;
(2) $ 10,000,000 By the peril of **FLOOD**;
(3) $ 10,000,000 By the peril of **NAMED STORM**

DEDUCTIBLES AND WAITING PERIOD(S)

From the amount of each claim for insured physical loss of or damage to Covered Property in any one occurrence, there shall be deducted the applicable amount shown below, and then the liability of the Company shall be only for the amount of such insured loss or damage in excess thereof, subject to the Limit, Sublimits or Annual Aggregate Limits of Liability as stated above.

A. $ 2,000,000 Physical loss of or damage to Covered Property, unless otherwise shown below;
B. $ 25,000 Physical loss of or damage to **SURVEILLANCE EQUIPMENT***;
C. $ 2,000,000 As respects **EARTHQUAKE***;
D. $ 2,000,000 As respects **FLOOD***
E. $ 2,000,000 As respects **NAMED STORM***

F. NCP Days Waiting Period - Loss of Revenue

In the event that more than one deductible shown above or specified in any endorsement attached to this Policy shall apply to insured physical loss of or damage to Covered Property in any one occurrence, only the largest shall be applied.

If Loss of Revenue Coverage is provided under this Policy, the Waiting Period stated above will always be applied in addition to any dollar deductible stated for physical damage.

ADDITIONAL ENDORSEMENTS

	ENDORSEMENT NAME	FILL-IN INFO (IF ANY)
X	Schedule of Covered Property	Per Addendum A
	Specified Physical Damage Deductibles	-
	Deductible Aggregate – Physical Damage	$
	Pollutant Clean Up & Removal	-
	Multi Year Term – Loss Ratio & Rate Guarantee	-
	Multi Year Term – Loss Ratio Only	-
	Contingent Loss of Revenue	-
	Off Premises Service Interruption – PD & LoR	$
	Subscription / Participation Policy Provisions	-
	Amendment to Deductible & Waiting Period - %	-
	Claims Cooperation Clause	-

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John T. Montford Dam (continued)

DEPOSIT PREMIUM

The Estimated Term Deposit Premium for this Policy is $_____. If the term of this Policy exceeds 12 months, the total premium shown below shall be an estimate for the full Policy term and only the first year's premium shall be charged at inception. Each subsequent year shall be charged a premium based upon the values at risk times the annual rate in accordance with the reporting provision noted in (2) below.

Exposure	Original Policy Term	Annual Rate	Deposit Premium
Property Damage	1.003 Year(s)	0.147/ $100	$106,157
Loss of Revenue	1.003 Year(s)	NCP/ $100	NCP
TERM Policy Premium excluding Terrorism:			**$106,157**
Terrorism Coverage[3]	1.003 Year(s)	/ $100	$2,123
Total Estimated TERM Policy Premium:			**$108,280**
State Assessments & Surcharges - N/A:			**$N/A**

CANCELLATION PROVISION 60 Days except 10 Days for nonpayment of premium

VALUATION

(1) Covered Property: The actual cost to repair or replace the lost or damaged property, valued as of the time and place of loss, with material of like kind and quality, less betterment. If not so replaced, loss shall be settled on an Actual Cash Value basis with proper deduction for depreciation and exclusive of profit and overhead.

(2) Transit: The invoice cost plus accrued shipping charges less shipper's liability, if any.

(3) Loss of Revenue: Actual loss sustained subject to the stated coverage and specified indemnity period.

OTHER QUOTE CONSIDERATIONS

(1) Zurich shall have the right to inspect property and operations at any reasonable time. Insured agrees to comply with any reasonable Risk Engineering recommendations to avoid a loss.

(2) **ADDENDUM A – SCHEDULE OF COVERED PROPERTY** provides a listing of all property to be covered under this indication and Policy. If a location is not listed it is not included in the coverage provided herein.

(3) **Coverage is subject to obtaining facultative reinsurance:** ☒ **YES** ☐ **NO**

ADDENDUM A – SCHEDULE OF COVERED PROPERTY

The following locations and / or structures are covered under this Policy:

LOCATION / STRUCTURE NUMBER	LOCATION / STRUCTURE NAME	SCHEDULED PHYSICAL DAMAGE LIMIT	SCHEDULED LOSS OF REVENUE LIMIT
1	Lake Alan Henry / John T. Montford Dam	$69,120,000	NCP
2	Structure/Building – 3904 Lake Alan Henry, Justiceburg, TX 79330	$2,885,279	NCP
TOTAL SCHEDULED VALUES		**$72,005,279**	**NCP**

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John T. Montford Dam (continued)

THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER ANY POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:
$2,123 – Applicable to Operational Civil Works Policy

*Any information required to complete this Schedule, if not shown above, will be shown in the quote or proposal.

A. Disclosure of Premium
In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses
The United States Government may pay a share of insured losses resulting from an act of terrorism. The federal share equals 85% of that portion of the amount of such insured losses that exceeds the insurer retention. The insurer retention equals 20% of the insurer's prior calendar year direct earned premium associated with lines of insurance subject to TRIA. TRIA is scheduled to expire on December 31, 2014.

C. Disclosure of $100 Billion Cap on All Insurer and Federal Obligations
If aggregate insured losses attributable to terrorist acts certified under TRIA exceed $100 billion in a Program Year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability
As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA
TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an "act of terrorism" if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal date: 8/25/2015 Prepared for City of Lubbock
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Regular City Council Meeting **6. 8.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the Mayor to execute contract 12371, an Interlocal Agreement No.15-F0633 to provide for Third Party Administrator Liability Claims Services with Texas Political Subdivisions Joint Self Insurance Fund of Dallas, Texas, RFP 15-12371-MA.

Item Summary

The City has an obligation under its excess liability policy to provide an adequate investigation of any claim within the self-insured retention (deductible). Additionally, the City became self-insured December 11, 1986, under Resolution 2481. Section 9 of the resolution authorizes the City Manager to issue Requests for Proposals (RFP) to secure claims adjusting and related services necessary for the Self-Insurance Fund.

Proposals, based on an estimated number of claims, were submitted for 'per claim pricing' for each of the City's liability categories in order to accommodate the unknown total number of claims the City might receive in the fiscal year.
Proposals were considered in accordance with Chapter 252, Texas Local Government Code, to comply with statutory procedures for competitive sealed proposals when purchasing professional services. Responses to the RFP were evaluated by the evaluation committee. Evaluation criteria published in the RFP included:

Services: 30%, which includes the ability to provide qualified personnel, ability to provide technical and comprehensive investigation process, ability to satisfy authority levels, ability to respond within 30 minutes in the event of an emergency and references.

Medicare, Medicaid, CHIPS Act of 2007 – Section 111 (MMSE) Administration and Reporting: 20%, which includes the ability to provide qualified personnel to fill the role of the Account Manager, Account Designee, and Reporting Agent for the City for claims incurred after the start date of the contract.

Financial Capacity: 10%, which includes the ability to provide insurance certificates as required and the ability to accommodate appropriate funding transfers for payment of City claims.

Cost: 20%, Estimated annual contract pricing, including allocated expenses.

Five proposals were received from the following firms and were ranked as follows:

Firm	Score
Texas Political Subdivisions, JSIF of Dallas, TX (TPS)	368
Alternative Services Concepts of Nashville, TN	315
York of Austin, TX	298
The Littleton Group of Austin, TX	285

Carl Warren & Company and The Littleton Group submitted proposals which did not, at a competitive price, satisfy all service requirements requested in the RFP.

The selection of TPS as the Liability Claims Services contractor for automobile, general and other liability claims offers the City local staff with an excellent off-site support system and one of the best claims information systems that can integrate the City's historical data for better reporting to the managers. In addition, TPS is an approved claims administrator by the City's excess liability insurance carrier.

Fiscal Impact

The estimated adminstrative cost for liability claims is $73,299 and is budgeted in the proposed FY 2015-16 Risk Management Fund.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution - Third Party Administrator Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12371 for Third Party Administrator Liability Claim Services, by and between the City of Lubbock and Texas Political Subdivision Joint Self Insurance Fund of Dallas, 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:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Jeff Hartsell, Chief Litigation Attorney

RES.Contract-Tex Pol. Joint Self Ins. Fund
8.25.15

TEXAS POLITICAL SUBDIVISIONS
PROPERTY/CASUALTY JOINT SELF-INSURANCE FUND
INTERLOCAL AGREEMENT
CONTRACT NUMBER 15-F0663

(Cash Flow Plan For Political Subdivisions)

This Interlocal Agreement entered into by and between the Texas Political Subdivisions Property/Casualty Joint Self-Insurance Fund (hereinafter referred to as "Fund") and the undersigned political subdivision of the State of Texas (hereinafter referred to as "Fund Member") is for the purpose of providing liability, property and automobile physical damage self-insurance funding; insurance; reinsurance; claims administration; loss control services; and other risk management services as needed for the "Fund Members" and their employees.

WITNESSETH:

The undersigned Fund Member, in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing similar Interlocal Agreements, does hereby agree to become a member of the Fund. The conditions of membership agreed upon by and between the parties are as follows:

1. Definition of terms used in this Interlocal Agreement.

   a. **Allocated Loss Expense** -- the costs incurred in processing claims, including but not limited to court costs, expenses for investigation and adjustment of claims, legal expenses, cost containment services (such as PPO discounts, rehabilitation services, medical management services), costs in protection and pursuit of subrogation/recovery rights, and similar expenses chargeable to a particular claim (excluding ordinary overhead expenses of the Fund and/or its designee such as salaries and other fixed expenses).

   b. **Board** -- the Board of Trustees of the Texas Political Subdivisions Property/Casualty Joint Self-Insurance Fund.

   c. **Loss** -- the sums actually paid or payable by the Fund in the settlement or satisfaction of any claim or suit for which a Fund Member is liable either by adjudication or settlement made with the written consent of the Fund.

2. At the Fund's discretion, each Fund Member may adopt any or all of (1) the TPS Joint Self-Insurance Fund General Liability Coverage, (2) the TPS Joint Self-Insurance Fund Automobile Liability and Physical Damage Coverage, or (3) the TPS Joint Self-Insurance Fund Property Coverage self-insurance plans. Whichever Self-Insurance Plan(s) the Fund Member accepts, the Fund Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions and limitations of the applicable Self-Insurance Plan(s) Coverage Document(s). The limits of self-insurance, optimal coverages and deductibles

selected by the Fund Member will be shown on the Declarations of each coverage document.

3. If the Fund Member adopts the TPS Joint Self-Insurance Fund General Liability Coverage, or the TPS Joint Self-Insurance Fund Automobile Liability and Physical Damage Coverage self-insurance plan(s) which cover liability exposures, it is understood that by participating in this Self-Insurance pool, the Fund Member does not intend to waive any of the immunities that its officers or employees now possess. The Fund Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations, and that by executing this Agreement does not agree to expand those limitations.

4. **This Interlocal Agreement shall commence at 12:01 a.m. on the date shown as "effective date" on the signatory page of this Agreement, and shall terminate at 12:01 a.m. on October 1, 2016 . This Agreement may be terminated by (a) mutual consent or by (b) either party giving sixty (60) days prior written notice of termination to the other party or (c) as otherwise specified in this Interlocal Agreement or the Bylaws of the Fund.**

5. The Fund member agrees to execute necessary authorization form(s) permitting the Fund and/or its designee to obtain from other parties experience rating information for the Fund Member.

6. The newly enrolling Fund Member who has not previously been a member of this Fund or the Fund Member who has not previously operated under this Cash Flow plan agrees to pay the Fund, on or before the inception date of this Interlocal Agreement, an initial payment of one (1) month's estimated Claims Administration Fee plus 1/12 of the estimated annual Contractor Charges such as Administrative Services Fees, Loss Control Services, or other charges as set forth in Exhibit A attached hereto. On or before the commencement of the third month after the inception date of this Interlocal Agreement, the Fund Member agrees to pay an amount equal to the actual Claims Administration Fee, the total Field Service Fee (if any) of the first month of membership plus any other associated Claims Administration Fee plus 1/12th of the estimated annual Contractor Charges. On or before the commencement of the fourth month of this Interlocal Agreement, a similar payment based upon the actual Claims Administration Fee of the second month shall be paid to the Fund, with subsequent monthly payments to be paid each and every month thereafter, based on the actual Claims Administration Fee and applicable charges. The actual Claims Administration Fee of the Fund Member are those fees paid by the Fund on behalf of the Fund Member in the month which is two months prior to the billing month. However, the Fund and the Fund Member may agree to a different payment plan.

7. The Fund Member who was a member of this Fund immediately prior to the inception date of this Interlocal Agreement and has operated under this Cash Flow plan agrees to pay the Fund for those services described in this Agreement and the charges listed in Exhibit A attached hereto. Each month's billing will include 1/12th of the estimated annual Contractor Charges as described in Paragraph 6 above. Also included in this billing will be an amount

equal to the actual Claims Administration Fee of the Fund Member plus any other associated Claims Administration Fee as set forth in Exhibit A.

8. The Fund will invoice the Fund Member monthly for these amounts due and the payment by the Fund Member is due in the office of the Fund and/or its designee on or before the beginning of the month. In the event the Fund Member fails or refuses to make the payments of charges as herein provided, the Fund reserves the right to terminate such Fund Member by giving ten (10) days written notice and to collect any and all outstanding charges or other required payments which were incurred prior to the date of the Interlocal Agreement termination.

9. It is further agreed that the Fund Member will create on or before the inception date of the Interlocal Agreement a loss deposit with the Fund equal to a minimum of two months estimated paid losses. This deposit will be adjusted periodically to accurately reflect realistic monthly loss payments and/or timely invoice payments.

10. After termination of this Agreement, the Fund will continue to handle claims with an accident date occurring during the term of this Agreement until such claims are ultimately and finally disposed of or closed. After termination of this Agreement, the Fund Member will pay the Fund each and every month, until all claims handled by the Fund are disposed of, the monthly claims administration charge calculated as described herein, and the monthly reimbursement of actual claims losses paid on behalf of the Fund Member as determined herein. The Fund Member also agrees to maintain with the Fund the loss deposit as determined herein. Upon expiration of this contract, the Fund or its designated agent will continue to adjust claims which occurred or are made during the Agreement Period.

11. In the event the Fund Member fails or refuses to make any required payment on a timely basis as described herein, the Fund reserves the right, by giving ten (10) days written notice, to cease all payments on behalf of the Fund Member and return any files on active property/casualty claims to the Fund Member. In such event, the Fund Member agrees to assume all liabilities and claims handling responsibilities on those claims from the date of notification forward. The Fund Member agrees to pay the Fund all charges and other required payments which were incurred prior to the date of notification.

12. After termination of this Agreement, the Fund is not obligated to provide any of the services as described herein except for claims administration services as described in Paragraph 12 above.

13. Loss Control Services will be supplied by the Fund and/or its designee to Fund Members to assist them in following a plan of loss control that may result in reduced losses. The undersigned Fund Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations for the purpose of eliminating or minimizing hazards that would contribute to losses. The loss control services provided are, however, optional for the Fund Member. If the Fund Member elects this service, its election shall be indicated on Exhibit A attached hereto.

14. Pursuant to the terms and conditions of the applicable Self-Insurance Plan(s) Coverage Documents, the Fund and/or its designee, agrees to administer any and all claims after notice of claim has been given and to provide a defense where appropriate. The Fund Member hereby appoints the Fund and/or its designee as its agent to act in all matters pertaining to processing and handling of all claims and shall cooperate fully in supplying any information needed or helpful in the administration of those claims.

15. At the option of the Fund and/or its designee, a Fund Member may be allowed to choose the legal counsel it deems most appropriate for the handling of any individual claim. However, all decisions on individual claims shall be made by the Fund and/or its designee, which includes the decision to appeal or not to appeal a final adjudication at the trial court level. However, any Fund Member shall have the right to consult with the Fund and/or its designee on any claim and have the right to appeal any decision made by the Fund and/or its designee to the Board. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Fund Member and/or its officers or employees.

16. The Fund Member will be solely responsible for future benefits payable and for funding its net reserve. The Fund Member agrees to hold the Fund harmless from any and all claims (including attorney fees) that may be asserted against the Fund for the non-payment of any claim due to the failure of the Fund Member to maintain adequate reserves for the payment of claims.

17. The Fund agrees that all Fund transactions will be audited annually by a certified public accounting firm.

18. The Fund Member agrees that it will appoint a coordinator of department head rank or higher, and that the Fund and/or its designee shall not be required to contact any other individual except this person. Any notice to or any agreements with the Coordinator shall be binding upon the Fund Member. The Fund Member may change the Coordinator by giving written notice to the Fund.

19. The Fund Member acknowledges that it has received a copy of the Bylaws of the Fund, and it agrees to abide by these Bylaws and any amendments thereto and any and all policies and procedures of the Fund.

20. The Fund Member shall have the right to appeal any decision or recommendation of the Fund and/or its designee to the Board whose determination will be final. Any appeal shall be made in writing to the Fund Secretary within 60 days of decision or recommendation of the Fund and/or its designee.

21. Any party hereto paying for the performance of governmental functions or services shall make payments from current revenues available to the paying party.

22. The Fund Member shall take no action to release, discharge or impair its right to seek recovery of any amounts paid under this Agreement from any person or entity legally responsible for the bodily injury, sickness or disease, or death for which such payment is

made. Nor may the Fund Member assign such rights without the express, written approval of the Fund.

23. This Interlocal Agreement, together with all the Amendments, Supplements and other attachments hereto, constitutes the entire agreement between the parties and supersedes all previous Interlocal Agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

24. If any portion of this Interlocal Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

25. It is the intent of the Parties that the Fund and/or its designee and the Fund Member each shall bear responsibility for any of its own negligence or its own error or omission, including, but not limited to, claims alleging violations of the Texas Insurance Code, the Deceptive Trade Practices and Consumer Protection Act, and the common law duty of good faith.

26. The Fund and/or its designee shall not be held accountable for any increased cost or expense to the Fund Member involving payments of claims, under any contention by the Fund Member that a claim service, risk management service, loss control service, or administrative service could have been handled differently.

27. The Fund Member agrees to timely provide all necessary information to the Fund and/or its designee and to timely execute all necessary documents as may be needed or required for the administration of the Fund.

28. Periodically each Fund Member will be provided a computer printout containing a statement of claims cumulative for said Fund Member by Effective Date of that Fund Member.

29. All parties acknowledge the Agreement consists of the following amendments and exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

    a. This Agreement
    b. Amendment 1 – City's Terms
    c. Exhibit A – Fee Schedule
    d. Amendment 2 – City of Lubbock Self-Insurance Resolution
    e. Amendment 3 – Proposal
    f. Amendment 4 – Condition #4
    g. Amendment 5 – Condition #8

TO BE COMPLETED BY FUND MEMBER

City of Lubbock
Fund Member Name

Signature of Authorized Official

Glen C. Robertson
Type Name

Mayor
Title

Date

THE PROPERTY/CASUALTY COORDINATOR FOR THE FUND MEMBER IS:

Coordinator Name & Title:	Ms. Lainey Morrison, Risk Management Coordinator
Mailing Address:	P.O. Box 2000, Lubbock, TX 79457
Street Address:	1625 13th St., Lubbock, TX 79401
Telephone Number:	(806) 775-2316
Fax Number:	(806) 775-3316

TO BE COMPLETED BY TPS FUND OFFICE

October 1, 2015
Effective Date of Agreement

15-F0663
Contract Number

Signature of Fund Secretary

August 25, 2015
Date

APPROVED AS TO CONTENT:

Quincy White, Deputy City Manager

APPROVED AS TO FORM:

Jeff Hartsell, Chief Litigation Attorney

AMENDMENT NO 1 -- TO THE INTERLOCAL AGREEMENT TEXAS POLITICAL SUBDIVISIONS PROPERTY CASUALTY JOINT SELF-INSURANCE FUND

CASH FLOW PLAN

It is hereby agreed the Interlocal is amended to include the following wording:

1 The City shall not consider this service contract claim proposal complete unless the service company's planned contract specific to the City of Lubbock, Texas is attached as part of the proposal with proposed terms, conditions and pricing.

2 The service company warrants that all adjusters assigned to work on the City account shall be properly licensed to do business in the state of Texas.

3 The City will retain the right of approval regarding the assignment of personnel to service their account.

4 The City prefers an annual contract renewable for two (2) additional one year terms. However, the service company must agree that services may be terminated without cause upon thirty (30) days written notice. In the event of termination, the service company may be required to provide the necessary best effort to transfer records and cumulative loss data to a superseding service company for the City.

5 The service company shall be responsible and held accountable and responsible for any all erroneous payments and overpayments caused by the service company, its employees and subcontractors.

6 The service company shall notify the City of any imminent or pending court actions at the earliest opportunity.

7 The service company shall be responsible and held accountable for any and all payments to third-parties and legal expenses resulting from errors and omissions of the service company, its employees and subcontractors related to the claim handling process for Automobile, General and Other liability claims.

8 The service company shall defend, hold harmless and indemnify the City for any acts. error or omissions of their firm, employees, associates, or subcontractors arising out of the services provided. Insurance protection carried by the servicing company for services rendered shall be primary to policies that may be carried by the City.

9 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 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 Any and all materials/documents gathered or produced are the sole property of the City and shall be retained or destroyed in accordance with the laws of the State of Texas and approval of the City Risk Management Coordinator.

11 Allocated expenses DO NOT include office operating expenses, telephones, and expenses for salaried employees of the service company or the subcontractor.

12 Each party paying for the performance of governmental functions or services under this Agreement must make those payments from current revenues available to the paying party.

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:

Quincy White, Deputy City Manager

CONTRACTOR

Signature

Print Name

Title

APPROVED AS TO FORM:

Jeff Hartsell Chief Litigation Attorney

City of Lubbock

Name of Member

October 1, 2015

Effective Date:

15-F0633

Section E: Fees & Expenses

Liability Claims Administration

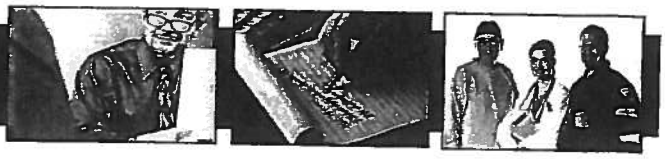
TPS proposes to provide claims administration services for the **City of Lubbock** claims management program per the following schedule. Stated fees do not include loss or allocated loss adjustment expense (ALAE) payments. A sample listing of ALAE items is included at the end of this section.

Life of Contract Handling*

General Liability	
Property Damage <$25,000	$300 per claim
Property Damage >$25,000	$350 per claim
Bodily Injury	$375 per claim
Auto Liability	
Property Damage	$245 per claim
Bodily Injury	$415 per claim
Med Pay/PIP	$335 per claim
Collision/Comprehensive	$175 per claim
Property	
<$25,000	$265 per claim
>$25,000	$330 per claim
Business Interruption	$300 per claim
Extra Expense	$285 per claim
Other Coverages	
E&O	$665 per claim
Professional Liability	$665 per claim
Garage Keeper	$570 per claim
Public Official Liability	$665 per claim
Law Enforcement Liability	$665 per claim
Crime	$570 per claim

Tail File (take-over) Handling

AL/physical Damage	$125 per claim
BI (GL or AL)	$175 per claim
PD (GL or AL)	$235 per claim
Property	$200 per claim
Other: Professional Liability	$510 per claim



Additional Service Fees

Administration Fee	$2,500 Annual fee
Information Services Claims System Viewing I.D.'s, Training, On-line Access	$Included
Total conversion of prior claims data	$3,900 one-time cost if applicable

Option II – Annual Fixed Cost (Life of Contract Handling)

Flat Annual Fee	
Any claim type: includes admin & system fee	$98,000 Annual fee*

* Not to exceed 62 AL, 278 GL & 12 other claim annually. Overage will be invoiced at the per claim pricing rates above at the end of the policy term.

Allocated Loss Adjustment Expenses

The following items are examples of allocated loss adjustment expenses, and are in addition to the stated per-claim service fees. They will be charged to the file "as vended".

- Independent medical examinations and medical records
- Medical cost containment services including hospital bill audit, provider bill audit, PPO utilization, telephonic and field nurse case management services
- Court costs and fees for service of process, outside attorney fees, court reporter and stenographer services and transcripts
- Witness fees and expenses
- Bond premiums and indexing
- Printing costs related to trials and appeals
- Testimony, opinions, appraisals, reports, surveys and analysis of professionals and/or experts
- Trial and hearing attendance fees
- Depositions, video statements
- Private investigator fees
- Vocational rehabilitation fees
- Crisis management vendor fees
- Alternate dispute resolution fees
- Other vended services including, but not limited to field investigation
- Loss Control Services $135 per hour

Invoicing

Invoicing for claim service fees will be done monthly on an "as incurred" basis for per claim fees. The administration fee will be billed in full during the first months billing. All ALAE including any managed care fees will be paid though the file.

Definitions of Injury categories

Incident Only Claim: A claim reported for record only purposes. No contacts, bill payments, acknowledgements, or any other claim handling is anticipated or required.
Indemnity Claim: Any claim which requires any one of the following: medical payments in excess of $5000; subrogation (or other offset) investigation or recovery; compensability investigation and/or dispute; fraud investigation; extent of injury disputes; payment of indemnity benefits of any kind; or lost time from work beyond the waiting period.
Medical Only Claim: A claim that does not meet the definition of either an Incident Only or Indemnity claim.

AMENDMENT NO 2 -- TO THE INTERLOCAL AGREEMENT TEXAS POLITICAL SUBDIVISIONS PROPERTY CASUALTY JOINT SELF-INSURANCE FUND

CASH FLOW PLAN

It is hereby agreed the Interlocal is amended to include the following wording:

Resolution No. 2005-R0196
May 12, 2005
Item No. 30

RESOLUTION

WHEREAS, by Resolution dated December 11, 1986 (Resolution No. 2481), the City of Lubbock established the City of Lubbock Self Insurance Fund;

WHEREAS, by Resolution dated October 22, 1987 (Resolution No. 2672), the City of Lubbock repealed Section 5 of Resolution No. 2481, and in its stead adopted a new statement of coverage for the City of Lubbock Liability Self Insurance Program;

WHEREAS, by Resolution dated December 13, 2001 (Resolution No. 2001-R0517), the City of Lubbock further amended Resolution No. 2481 in certain respects not affected herein;

WHEREAS, the City Council of the City of Lubbock now desires to amend Resolution No. 2672, regarding the Statement of Coverage Liability Self Insurance Program, attached to such Resolution as Exhibit "A"; NOW THEREFORE:

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

Section 1. THAT Section 2 of Resolution No. 2672 is hereby deleted in its entirety, and replaced with the following:

THAT the City of Lubbock Statement of Self Insurance Risk Program Coverage attached to this Resolution as Exhibit "A" and made a part hereof for all purposes is hereby adopted as the coverage to be afforded under the City of Lubbock's Self Insurance Fund.

Section 2. THAT Exhibit "A' to Resolution No. 2672 is hereby deleted in its entirety and replaced with Exhibit "A", attached hereto.

Section 3. Except as amended herein, Resolution No. 2672 shall remain in full force and effect as originally provided.

Passed by the City Council this 12th day of May 2005

MARC McDOUGAL, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Leisa Hutcheson, Risk Manager

APPROVED AS TO FORM:

Jeff Hartsell, Assistant City Attorney

ml/ccdocs/Self Insurance Fund.res
May 2, 2005

Resolution No. 2005-R0196
May 12, 2005
Item No. 30

CITY OF LUBBOCK

Statement of Self Insurance Risk Program Coverage

I. DEFINITIONS

The words and phrases in italics in this policy have special meanings:

A. *Actual Cash Value* – Replacement cost less depreciation.
B. *Contractual Disputes* – A dispute to a legally enforceable promise made by agreement between the *City* and another vendor. *Contractual Disputes* shall not include salaries, overhead or sufficiently budgeted items for the fulfillment of the contract.
C. *Covered Party* – A person or organization set forth in Section II.
D. *City* – The City Of Lubbock.
E. *Defense Expense* – Fees and expenses related to the adjustment, investigation, defense or litigation of a claim, including attorney's fees, filing fees, court costs, arbitration/mediation costs, expert and consultation fees, and travel. *Defense Expense* shall not include the salaries, overhead or normally budgeted items such as training of employees of any *Covered Party.*
F. *First Party Claims* – Damages to property (not including *City* owned fleet that has a value of less than $50,000) owned/leased by the *City* and within the *City*'s *self-insured retention.* Such damages must be sudden and accidental in nature and not caused by failure to properly maintain. *First Party Claims* costs shall not include the salaries, overhead or normally budgeted items of employees of any *Covered Party.*
G. *Program* – The City of Lubbock Self Insurance Risk Program
H. *Self-Insured Retention* – Any deductible associated with insurance for property and casualty coverages purchased by the *City.*
I. *Subrogation* – The recovery of money for loss to *City* assets, by the Risk Management Department for all other departments, as a result of another's legal liability.
J. *Subrogation Expense* – Fees and expenses related to the investigation and pursuit of recovery, including litigation expenses. Litigation expenses include attorney's fees, court costs, arbitration/mediation costs, expert and consultation fees and travel, but shall not include salaries, overhead or normally budgeted items of any *Covered Party.*

K. *Workers' Compensation* – Coverage provided by the *City* to secure the payment of compensation in accordance with all provisions of Title 5 of the Texas Labor Code. Coverage may be obtained through conventional insurance, use of a municipal pool or self-insurance, at the direction of the Council.

II. WHO IS COVERED

Each of the following is a *covered party* under the *program*:

A. The *City*.
B. While acting in the course and scope of their duties, current and previous:
   a. Elected or appointed officers and officials of the *City*.
   b. Board or commission members, either Officer of the City or Advisory, appointed by the *City* where no other commercial errors and omissions or directors and officers coverage exists.
   c. Employees or authorized volunteers of the *City*.
C. Any person in B above when serving on boards, agencies or commissions of any kind at the direction of the *City* or with the consent of the *City*.
D. Any entity the *City* is obligated by virtue of a written contract to provide any property and/or casualty coverage, but only with respect to operations performed by or on behalf of the *City* or facilities owned or used by the *City*.

III. WHAT IS COVERED

The program will pay:

A. Coverage provided by the City to secure the payment of property and casualty coverages. Coverage may be obtained through conventional insurance, use of a municipal pool or self-insurance. Premiums for commercial or municipal pool excess or primary insurance for property and casualty coverages as necessary to protect the City and subject to approval by the City Manager or designee if the premium amount is less than $25,000 or Council if the premium amount exceeds $25,000.
B. *Self-Insured Retentions* or self-insurance, at the direction of the Council, or at the direction of a commercial insurance carrier, if required by written contract, on claims in accordance with the coverage document of excess liability or at the direction of the court, to include judgment and interest.

C. *Self-Insured Retentions* or self-insurance, at the direction of the Council, on Automobile Medical Payments and Uninsured/Underinsured Bodily injury on vehicles owned/leased by the *City*.

D. *Self-Insured Retentions* or self-insurance, at the direction of the Council, on *first party claims* in accordance with the type and scale below:

PROPERTY DEDUCTIBLES

a. Minimum $10,000 per occurrence
b. Claims over $25,000 would have an additional 10% of additional total cost
c. Maximum $50,000 per occurrence

Deductibles outlined above may be reduced or increased upon the approval of the City Manager if such deductible would create an extraordinary financial hardship to the departmental budget.

E. All other sums not covered by insurance, that the *covered party* shall become legally obligated to pay up to $1,000,000 per occurrence. Such obligations may include *contractual disputes* or other issues not covered by conventional insurance. The limit under this section is intended as seed money only and is designed to protect the *program* from being totally depleted for those items that are of such a nature as to require an increase in taxes or issuance of bonds. This would include *contractual disputes* or other issues not covered by conventional insurance. In all such instances that the department budgeted sufficient funds on any *contractual dispute*, the funds will be paid from the department's budget.

F. Workers' Compensation liability under Title 5 of the Texas Labor Code, if Council has elected to self-insure workers' compensation during any given budget year.

G. On matters covered by A, B, C, D, E and F above, *defense expense* incurred by the *City* or incurred with the consent of the *City*.

H. On matters covered by A, B, C, D, E and F above, loss adjustment expenses.

I. *Defense Expenses* associated with Civil Service arbitration or other legal actions.

J. *Defense Expenses* associated with any claim.

K. *Subrogation Expenses* associated with efforts to recover money for loss to *City* assets; however, any *subrogation expenses* paid will reduce the amount of recovery to the affected Fund.

L. The *actual cash value* of damage to an employee's automobile, if such damage arises from the authorized use of the automobile on *City* business and only if there is no other collectable insurance. If there is other collectible insurance, the *City* shall only be liable for that portion that is not otherwise covered.

M. Comprehensive safety measures, including equipment, repair of facilities and training for items that are an immediate risk to the general public or the City's work force that are not normally budgeted operating expenditures.
N. Operational costs of the Risk Management Department, and associated departments, as approved annually in the budget.

IV. WHAT IS NOT COVERED

The *program* does not apply to:

A. Liability under disability benefits, unemployment compensation, health benefits or similar laws.
B. Damages covered by insurance or other self-insurance programs applying to a *covered party*.
C. *City* police officers while employed by others and not performing *City* law enforcement functions.
D. A *covered party's* damages or *defense expense* arising from a claim originally asserted by a *covered party* against another *covered party*.
E. Penalties, fines or associated fees relating to permitting or regulatory findings.
F. *Defense expenses* associated with the collection of past due tax liens or uncollectible receivables (excluding subrogation accounts).
G. A *covered party's* salaries, overhead or normally budgeted item.

Resolution No. 2001-R051
December 13, 2001
Item No. 31

RESOLUTION

WHEREAS, the City of Lubbock has heretofore on December 10, 1986, enacted Resolution No. 2481 establishing the City of Lubbock Self Insurance Fund; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the citizens of the City of Lubbock to amend such Resolution with regard to the procedures for approval of disbursements from said fund in amounts of more than $50,000 and certain other administrative matters; NOW THEREFORE:

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

SECTION 1. THAT subparagraph 1 of Section 7 of Resolution No. 2481 is hereby amended to read as follows:

1. To keep the City Manager fully informed as to all aspects of the self-insurance fund and the City Manager also shall keep the City Council fully informed as to all aspects of the self-insurance fund. The claims settlement procedures contained in this Section shall have no application to workers compensation claims.

SECTION 2. THAT subparagraph 3(b) of Section 7 of Resolution No. 2481 is hereby amended to read as follows:

(b) In cases where the claim is more than ten thousand dollars but less than twenty thousand dollars, the administrator shall secure the approval of the Assistant City Manager over Finance.

SECTION 3. THAT subparagraph 3(c) of Section 7 of Resolution No. 2481 is hereby amended to read as follows:

(c) In cases where the claim is for twenty thousand dollars but less than fifty thousand dollars, the administrator shall secure the approval of the City Manager.

SECTION 4. THAT a new subparagraph 3(d) is hereby added to Section 7 of Resolution No. 2481 which shall read as follows:

(d) In all claims where the City Manager is alleged to be primarily a responsible party under the claim, the City Council's approval or rejection shall be secured in an open meeting of the City Council as required by the Texas Open Meetings Law.

SECTION 5. THAT a new subparagraph 3(e) is hereby added to Section 7 of Resolution No. 2481 which shall read as follows:

(e) In cases where the claim is for fifty thousand dollars or more, the City Manager shall submit the claim to the City Council for approval or rejection in an open meeting of the City Council as stated above.

Passed by the City Council this 13th day of December, 2001

WINDY SITTON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bob Cass, City Manager

APPROVED AS TO FORM:

Donald G. Vandiver, First Assistant
City Attorney

DDres/SelfInsAmend.res
November 28, 2001

First Reading
December 3, 2001
Item No. 21

Second Reading
December 13, 2001
Item No. 17

ORDINANCE NO. 2001-00095

AN ORDINANCE AMENDING SECTION 2-37 OF THE CITY OF LUBBOCK CODE OF ORDINANCES WITH REGARD TO APPROVAL AND PAYMENT OF CLAIMS AGAINST THE CITY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that it would be in the best interest of the citizens of the City of Lubbock to amend Section 2-37 of the Code of Ordinances of the City of Lubbock with regard to the procedures for approval of claims against the City of Lubbock; NOW THEREFORE:

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

SECTION 1. THAT Section 2-37 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 2-37. Approval of claims.

The City Manager and/or the administrator of the City of Lubbock Self Insurance Fund shall make disbursements from the City of Lubbock Self Insurance Fund in settlement of claims (except workers compensation claims) in the following manner:

1) In cases where the self insurance claim is ten thousand dollars or less, the administrator of the City of Lubbock Self Insurance Fund shall have full authority.

2) In cases where the self insurance claim is more than ten thousand dollars but less than twenty thousand dollars, the administrator shall secure the approval of the Assistant City Manager over finance.

3) In cases where the self insurance claim is more than twenty thousand dollars but less than fifty thousand dollars, the administrator shall secure the approval of the City Manager.

4) In all self insurance claims where the City Manager is alleged to be primarily a responsible party under the claim, the City Council's approval or rejection shall be secured in an open meeting of the City Council as required by the Texas Open Meetings Law.

5) In cases where the self insurance claim is fifty thousand dollars or more, the City Manager shall submit the claim to the City Council for approval or rejection in an open meeting of the City Council as required by the Texas Open Meetings Law.

SECTION 2. 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 3. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this 3rd day of December, 2001.
Passed by the City Council on second reading this 13th day of December, 2001.

WINDY SITTON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bob Cass, City Manager

APPROVED AS TO FORM:

Donald G. Vandiver, First Assistant
City Attorney

DDOrd/Claim Approval.ord.doc
November 28, 2001

Resolution #2672
October 22, 1987
Agenda Item #29

JCR:da

RESOLUTION

A RESOLUTION AMENDING RESOLUTION NO. 2481 BY REPEALING SECTION 5 THEREOF WHICH ADOPTED SELF INSURANCE COVERAGE FOR THE CITY OF LUBBOCK AS PROVIDED BY THE TEXAS MUNICIPAL LEAGUE JOINT SELF INSURANCE FUND AND IN ITS STEAD ADOPTING A NEW STATEMENT OF COVERAGE FOR THE CITY OF LUBBOCK LIABILITY SELF INSURANCE PROGRAM.

WHEREAS, the City of Lubbock did heretofore by Resolution No. 2481 create the City of Lubbock's Self Insurance Fund; and

WHEREAS, in said Resolution No. 2481 the City of Lubbock did adopt as its standard coverage a coverage heretofore provided by the Texas Municipal League Joint Self Insurance Fund; and

WHEREAS, the City of Lubbock deems it to be in the best interest of the City of Lubbock to repeal the coverage adopted under Resolution No. 2481 and in its stead to substitute a new statement of coverage for the City of Lubbock Self Insurance Fund; NOW THEREFORE:

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

SECTION 1. THAT Section 5 of Resolution No. 2481 adopting the Texas Municipal League Joint Self Insurance Fund as the coverage document for the Lubbock Self Insurance Fund is hereby in all things repealed.

SECTION 2. THAT the City of Lubbock Statement of Coverage Liability Self Insurance Program attached to this Resolution as Exhibit A and made a part hereof for all purposes is hereby adopted as the coverage to be afforded under the City of Lubbock Self Insurance Fund.

SECTION 3. Save and Except as herein repealed or amended, Resolution No. 2481 shall remain in full force and effect.

Passed by the City Council this 22nd day of October, 1987.

B. C. McMinn
B.C. McMINN, MAYOR

ATTEST:

Ranette Boyd
Ranette Boyd, City Secretary

APPROVED AS TO CONTENT:

Robert Massengale
Robert Massengale, Assistant
City Manager for Financial Services

APPROVED AS TO FORM:

John C. Ross, Jr.
John C. Ross, Jr., City Attorney

08 21 12

PCCF

Res. #2672
10-22-87

9/25/87

CITY OF LUBBOCK

STATEMENT OF COVERAGE
LIABILITY SELF-INSURANCE PROGRAM

I. WHAT IS COVERED

The *program* will pay:

A. All sums the *covered party* shall become legally obligated to pay as damages.

B. On matters covered by A above, *defense expense* incurred by the *City* or incurred with the consent of the *City*.

C. The *actual cash value* of damage to an employee's automobile, if such damage arises from the authorized use of the automobile on *City* business.

II. WHAT IS NOT COVERED

The *program* does not apply to:

A. Liability under workers' compensation, disability benefits, unemployment compensation or similar laws.

B. Damage to property owned by the City.

C. Damages covered by insurance or other self-insurance programs applying to a *covered party*.

D. *City* police officers while employed by others and not performing *City* law enforcement functions.

E. A *covered party's* damages or *defense expense* arising from a claim originally asserted by that *covered party* against another *covered party*.

III. WHO IS COVERED

Each of the following is a *covered party* under the *program*:

A. The *City*.

B. While acting in the scope of their duties, current and previous:

1. Elected or appointed officers and officials of the *City*.

2. Board or commission members appointed by the *City*.

3. Employees or authorized volunteers of the *City*.

C. Any person in B above when serving on boards, agencies or commissions of any kind at the direction of the *City* or with the expressed or implied consent of the *City*, subject to that board, agency or commission in B(2) above having paid its allocated share of the self insurance cost.

D. Any entity the *City* is obligated by virtue of a written contract to provide liability coverage, but only with respect to operations performed by or on behalf of the *City* or facilities owned or used by the *City*.

IV. DEFINITIONS

The words and phrases in *italics* in this memorandum have special meanings:

A. *Actual cash value* - replacement cost, less depreciation.

B. *City* - the City of Lubbock.

C. *Covered party* - a person or organization set forth in Section III.

D. *Defense expense* - fees and expenses related to the adjustment, investigation, defense or litigation of a claim, including attorney's fees, court costs and interest due on judgments. *Defense expense* shall not include the salaries and overhead of employees of any *covered party*.

E. *Program* - the City of Lubbock Liability Self-Insurance Program.

V. SUBROGATION

In the event of payment by the *program*, the *City* shall be subrogated to all of the *covered party's* rights of recovery against any entity. The *covered party* shall do whatever is necessary to secure such rights and shall do nothing after a loss to prejudice such rights.

Resolution #2481
December 11, 1986
Agenda Item #27

JCR:da

RESOLUTION

A RESOLUTION CREATING AND ESTABLISHING THE CITY OF LUBBOCK SELF INSURANCE FUND; PROVIDING THE COVERAGE TO BE AFFORDED BY SUCH FUND AND PROVIDING FOR THE MAINTENANCE AND ADMINISTRATION OF SAID FUND.

WHEREAS, the City of Lubbock has heretofore obtained liability insurance coverage through the Texas Municipal League Joint Self Insurance Fund; and

WHEREAS, the cost of maintaining such liability insurance through the Texas Municipal League Joint Self Insurance Fund has dramatically risen over the past three years due to the unavailability to said fund of reasonable reinsurance; and

WHEREAS, the premium cost to the City of Lubbock to maintain liability insurance with the Texas Municipal League Joint Self Insurance Fund for the fiscal year 1986-1987 will be approximately one third of the coverage limit provided; and

WHEREAS, the City Council of the City of Lubbock finds that it would be wise and expedient to establish a liability self insurance fund for the City of Lubbock and to set forth the coverage to be provided by such fund; and

WHEREAS, the City Council finds that it would be in the best interest of the citizens of the City of Lubbock to establish the City of Lubbock Self Insurance Fund, set forth the coverage to be provided by said fund, and to provide for the administration of said fund; NOW THEREFORE:

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

SECTION 1. THAT there is hereby created a fund within the City of Lubbock to be known as the City of Lubbock Self Insurance Fund.

SECTION 2. THAT the City Manager is hereby directed to transfer the sum of Five Hundred Thousand Dollars ($500,000) from the City of Lubbock Insurance Fund to the City of Lubbock Self Insurance Fund here now created to establish said fund.

SECTION 3. THAT the City Manager shall, in preparing the annual budget for the City of Lubbock, recommend to the City Council an appropriation to be made to said fund in order that the fund shall be maintained and increased to an amount sufficient to provide an actuarily sound fund.

SECTION 4. THAT the City Manager is further authorized to transfer additional funds from the City of Lubbock Insurance Fund to the City of Lubbock Self Insurance Fund to the extent such funds are not needed for other insurance coverage.

SECTION 5. THAT the City of Lubbock Self Insurance Fund shall provide liability insurance coverage to the City, its employees, officers, Board members and volunteers upon the same terms and conditions as hereto afforded to said named individuals by the Texas Municipal League Joint Self Insurance Fund all as set forth in the Texas Municipal League Joint Self Insurance Fund Liability Coverage Document dated October 1, 1985, a copy of which shall be deemed an official City document and filed with the City Secretary.

SECTION 6. THAT the City of Lubbock Self Insurance Fund shall be authorized to pay for all necessary services to adjust and defend all liability claims made against the City of Lubbock for which no other policy of insurance exists and said fund is further authorized to, in the appropriate case, settle all such claims or to pay any judgments based upon such claims.

SECTION 7. THAT the City Manager shall designate an officer or employee of the City of Lubbock to act as the administrator of the City of Lubbock Self Insurance Fund with the following powers and duties:

1. To keep the City Manager fully informed as to all aspects of said Self Insurance Fund.

2. To make all disbursements from said fund for claims adjusting and legal defense costs.

3. To make disbursements from said fund in settlement of claims in the following manner:

   (a) In cases where the claim is ten thousand dollars or less he shall have full authority.

   (b) In cases where the claim is more than ten thousand dollars but less than twenty thousand the administrator shall secure the approval of the Assistant City Manager for Finance.

   (c) In cases where the claim is for twenty thousand dollars or more the administrator shall secure the approval of the City Manager.

SECTION 8. THAT the City Manager is further authorized to issue requests for proposals to insurance consultants to review and update coverage to be extended by this plan as well as its actuarial soundness.

SECTION 9. THAT the City Manager is further authorized to issue requests for proposals to secure claims adjusting and related services necessary for this fund.

SECTION 10. THAT all claims handled under and through the City of Lubbock Self Insurance Fund shall be considered insured claims.

Passed by the City Council this 11th day of December, 1986.

B. C. McMINN, MAYOR

ATTEST:

Ranette Boyd, City Secretary

APPROVED AS TO CONTENT:

Robert Massengale, Assistant
City Manager for Financial Services

APPROVED AS TO FORM:

John C. Ross, Jr., City Attorney

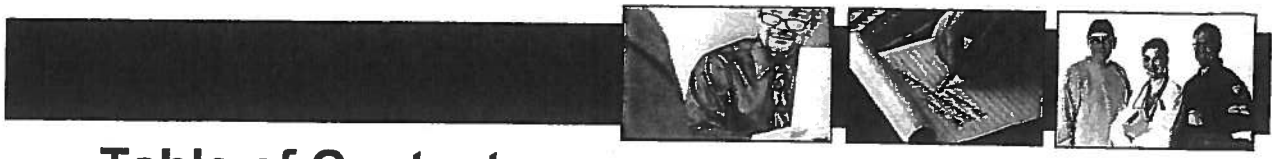
AMENDMENT NO 3 – TO THE INTERLOCAL AGREEMENT
TEXAS POLITICAL SUBDIVISIONS PROPERTY CASUALTY
JOINT SELF-INSURANCE FUND

CCONFIDENTIAL SERVICES PROPOSAL FOR
LIABILITY CLAIMS ADMINISTRATION SERVICES
(RFP No: 15-1237-MA)
PREPARED EXCLUSIVELY
for

City of Lubbock
TEXAS

TPS
TEXAS POLITICAL SUBDIVISIONS

KEITH D. ALBERTS
PO Box 803356
DALLAS, TEXAS 75380
(800) 588-0013
WWW.TPSPOOL.ORG



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Section A: TPS Overview

Executive Summary

Texas Political Subdivisions has served Texas Schools since 1983. We offer a number of services ranging from fully insured workers' compensation and property/casualty insurance to loss control, managed care, and third-party claims administration for self-funded programs. We have a total risk management package that delivers the highest quality products and services that give you more.

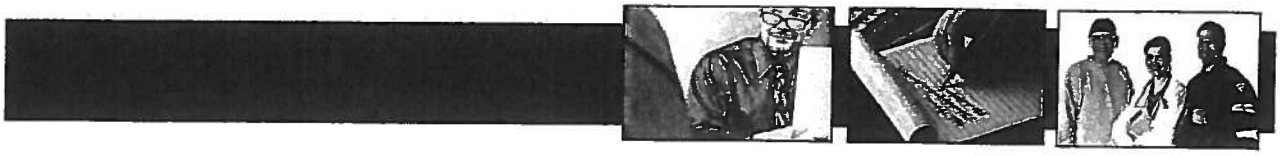
The Trustees made a ground breaking decision in 2008 to bring all services in-house, and eliminate all administration by its Third Party Administrator (TPA). Their decision commenced the sweeping events over the next three years' time which shaped the Fund into the success it is today. Their first order of business was to secure an Executive Director (ED) in October 2008. Their ED soon after coordinated the transition of marketing, loss control and accounting in April 2009. Continuing the transition, underwriting came in-house December 2009, PC claims January 2011 and finally WC claims in May 2011. Furthering the transition, TPS began offering all coverages (CR/LE/PO/SBL) in-house in July 2013, and the Trustees approved the purchase of a building in Dallas for its corporate operations in November of 2013.

Since this transition TPS developed a comprehensive, well-structured and expertly managed approach to handle every claim. Its claims professionals communicate clearly with all parties involved and continuously monitor and manage all of the issues that can affect the cost of a claim. Through its experience in all aspects of claims management, TPS developed an exemplary set of best practices for the day-to-day conduct of the business. The result is a cohesive, consistent service delivery from the first report of a claim through to its successful resolution.

TPS Loss Control focuses on prevention by identifying areas of risk through surveys and assessments. Recommendations generated by these surveys are followed by member consultations, education and training on ways to implement programs/procedures that will minimize hazards & exposures.

TPS is governed by a nine-member Board of Trustees, all active and committed volunteers representing local governments all across Texas. Trustees are Fund Members themselves and operate the Fund on behalf of the Fund Members pursuant to TPS Bylaws. Trustees are elected by the membership to 4 year staggered terms. TPS is headquartered in Dallas. We also have claims offices in Austin, Dallas, Houston and **Lubbock**.

TPS plans to comply with all of the RFP requirements and manage all contractors on the City's behalf. All of the City's claims and related services will be managed from the TPS office in **Lubbock**. TPS plans to dedicate one adjuster (Tammy Lucero), designate clerical and IT staff, as well as a project manager. The District's project manager, along with TPS's Director of Claims will manage all contractors and sub-contractors within guidelines set in the RFP.



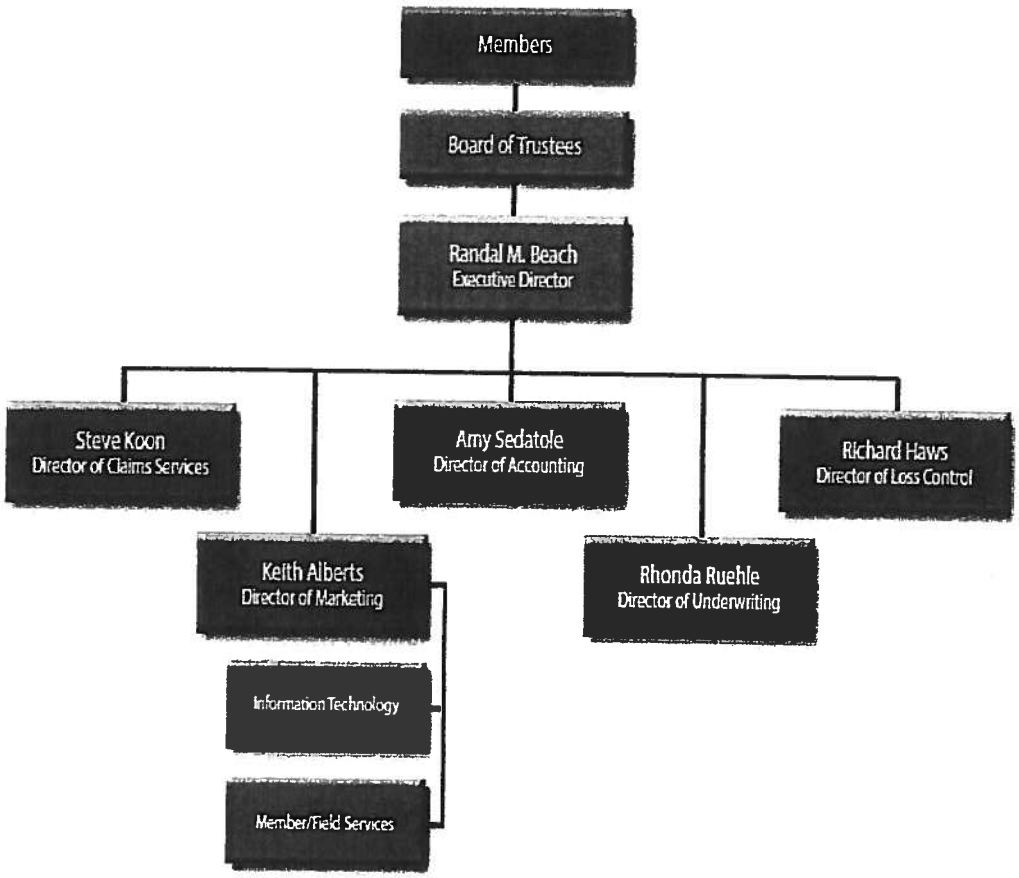
TPS is committed to a long-term partnership and we're confident the services provided by TPS will not only meet, but exceed your expectations.

We appreciate your time and consideration.

Keith D. Hatch

Authorized Representative and City's Project Manger

Organizational Chart



Board Trustees

Chairman

Scott Payne is the Risk Manager for the City of Denton, and Chairman of the TPS Board of Trustees. He holds a BBA in Finance from Texas Tech University. Scott spent several years as an adjuster with Texas Employers Insurance Association before being named Safety/Claims Administrator for the City of Abilene in 1991, and was appointed Risk Manager there in 1994. He accepted his current position in 2003. Scott has been a member of the Texas Chapter of the Public Risk Management Association (PRIMA) since 1991, and has served on their Board since 2003. He is a past Conference Chairman and past President of the Texas Chapter PRIMA. Scott was elected to the Board of Trustees of TPS in 1994, and has served as Chairman since 2004. Scott and his wife, Synette, have one son.

Vice-Chair

Archie Kountz is Director of Risk Management for Tom Green County. He attended Howard College and Texas Tech University, and had an extensive background in petro-chemical and oil field construction and operations management prior to entering public service. Archie is a former member of the Board of Directors of the Howard County Appraisal District, and has been active in civic and charitable affairs. He was elected to the TPS Board of Trustees in 2005. Archie and his wife, Cindy, have three sons.

Secretary

Larry Helgesen has served as Director of Risk Management and Non-Exempt Services for the Galena Park Independent School District since 2002. He holds a B.S. in Industrial Education from Illinois State University, as well as the designation of Certified School Risk Manager, and is a faculty member for The National Alliance for Insurance and Research. Larry is a member of Texas PRIMA and the Texas Association of School Business Officials, and is a former member of the Board of Texas Schools Risk Managers Association. Larry joined the TPS Board of Trustees in 2008. He and his wife, Monica, have three daughters and one grandson.

Board Trustee

Jane Hays is the Director of Employee Benefits and Risk Management for Temple Independent School District. She majored in business at University of Texas at Arlington and Howard Payne University. Jane has been a licensed General Lines Agent for Life, Accident, Health and HMO since 1988, specializing in providing, administering and coordinating group insurance benefits for school districts and other public entities. Since joining Temple ISD, she has largely curtailed her private insurance practice. Jane holds designations as a Certified School Risk Manager, Employee Benefits Specialist, and Workers' Compensation Specialist, and coauthored the National Alliance Employee Benefits Specialist course book. She was elected to the TPS Board of Trustees in 2002. She has three children and one grandson.

Board Trustee

Ernest "Ray" Wolff is the Mayor of Stockdale, a position he has held since 2013. He is a graduate of Southwest University, and a Certified Public Accountant. Ray is active in civic affairs in his hometown of Stockdale and throughout Wilson County. He was elected to the TPS Board of Trustees in 2006. Ray and his wife, Teri, have three children and one grandchild.

Board Trustee

Leisa Hutcheson is Director of Human Resources and Risk Management for the City of Lubbock. She attended Texas Tech and South Plains College, majoring in Business, obtained an Associate in Claims from the Insurance Institute of America, and is now pursuing their Associate in Risk Management. After gaining experience as a claims adjuster, Leisa began her career with the City of Lubbock as Risk Management Coordinator in 1997, was named Risk Manager in 2006, and elevated to her current position in 2009. She was elected to the TPS Board in 2010. She and her husband have one son.

Board Trustee

David Saucedo is in his second term as County Judge of Maverick County, after serving three consecutive terms as County Commissioner. Prior to his election as County Judge, he taught social studies at Memorial Junior High School in Eagle Pass. David follows in the footsteps of his late father, who served as a popular County Judge for a period spanning three decades. He was elected to the TPS Board in 2011. He and his wife have two children.

Board Trustee

Gary Earnest assumed the position of Chief Executive Officer of the Taylor County Central Appraisal District in 2014, following 10 years of service as their Chief Operations Officer. He joined the staff of the CAD in 1994. Gary has a B.S. in Business and a graduate degree in Organizational and Human Resources Development for Abilene Christian University. He is active in several state and national professional organizations, as well as numerous local civic and charitable activities. Gary joined the TPS Board of Trustees in 2014.

Board Trustee

Rene Vargas is Director of Business Services for the Socorro Independent School District. He earned a Bachelor's Degree in Business Administration from the University of Texas at El Paso, following his service in the U.S. Marine Crops. Rene began work with Socorro ISD in 1999 as a Staff Accountant, became Accounting Officer and Business Manager in 2001, and was appointed to his current position in 2012. He was elected to the TPS Board of Trustees in 2014.

Managing Staff

Executive Director/CEO
Randal Beach is the Executive Director and CEO of TPS. He is a former General Counsel and Deputy Commissioner of the Louisiana Department of Insurance, former Chief Administrative Officer of the City of Baton Rouge, and former Executive Director of the Louisiana Conference of Mayors. His legal practice focused on insurance regulatory law, and he has served on the boards of two property and casualty insurers and one life insurer, and served as Administrator of a workers' compensation self insurance fund. Mr. Beach has degrees from Louisiana State University in Shreveport and Southern University School of Law.

Marketing Director
Keith Alberts is the Marketing Director of TPS. He is a licensed all-lines adjuster in the State of Texas, as well as a licensed general lines property/casualty, surplus, life, accident, health, and HMO agent. Mr. Alberts formerly worked with Wausau Insurance Companies, Texas Mutual Insurance Company and Dallas Area Rapid Transit. He has worked with the TPS program since 2001 and has been in the insurance field since 1992. Mr. Alberts attended North Lake College in Dallas.

Underwriting Director
Rhonda Ruehle serves as the Underwriting Director for TPS. Ms. Ruehle was formerly Assistant Vice President and Underwriting Manager for Avizent Risk, and Assistant Vice President of Underwriting for Aon Insurance Management of Texas, Inc. In both of those positions she focused on underwriting and marketing the TPS program. Prior to that, she was a Supervisor of Commercial Casualty Underwriting for Employers Casualty Company where she worked on the TPS and TASB accounts. Ms. Ruehle has a Bachelor of Business Administration Degree from the University of Texas in Arlington.

Accounting Director/CFO
Amy Sedatole, CPA, is the Accounting Director for TPS. She received her BBA cum laude from Baylor University, and began her career with a national accounting firm. Amy has experience in the healthcare and banking fields, and for several years prior to joining TPS she was the senior accountant for a casualty insurance company.

Loss Control Director
Richard Haws is the Loss Control Director for TPS. He has more than 26 years of experience as a Loss Prevention/Control Consultant, including 16 years with Liberty Mutual Insurance Company and most recently 6 years with Amerisure Insurance Company. His strengths include risk assessment, exposure identification, system analysis, root cause analysis, management and employee training, and performance management for public entities. He received a Bachelor of Architectural engineering from University of Texas at Austin.

Claims Director

Stephen Koon has handled multi-line insurance claims since 2001. This includes experience with National and International Risk Management departments, Insurance Carriers, TPA operations and Self Insurance Groups. His interpersonal and organizational skills allow for successful communications with all parties to the claim. In addition, he is bilingual in Spanish. He graduated from SW Texas State University of San Marcos in 1991 with a Bachelor of Arts, Environmental Resource Studies, and Minor in Science.

Adjusting Staff

Claims Director
Stephen Koon has handled multi-line insurance claims since 2001. This includes experience with National and International Risk Management departments, Insurance Carriers, TPA operations and Self Insurance Groups. His interpersonal and organizational skills allow for successful communications with all parties to the claim. In addition, he is bilingual in Spanish. He graduated from SW Texas State University of San Marcos in 1991 with a Bachelor of Arts, Environmental Resource Studies, and Minor in Science.

PC Adjuster
Tammy Lucero has been a licensed adjuster since 1988. Tammy has worked for major insurance carrier throughout the state of Texas handling property and casualty claims. Tammy has specialized in public entity work since 1988. She also has handled product liability, EEOC, ADA, FMLA and workers compensation claims. Tammy is the dedicated property and casualty adjuster on the largest Property and Casualty account for TPS. Tammy is bilingual in English and Spanish. Tammy works in our Lubbock office.

PC Adjuster
Richard Salce has been a licensed casualty adjuster since 1992. Prior to adjusting Richard was a teacher with Katy ISD. Richard handles property and casualty claims in our Houston claims office. Richard received his Bachelor of Arts from Trinity University in San Antonio, Texas. Richard is bilingual in English and Spanish.

Claims Assistant
Andrew Hernandez is the Claims Assistant and Receptionist for the corporate Dallas office. Andrew has a background as a systems Analyst with a major IT corporation in Dallas, Texas. Andrew has been with TPS since 2011.

Section B: Scope of Services

Claims Reporting

Minutes can be critical when an injured employee is on the way to an emergency room or primary care facility. In a matter of days, a great deal of medical treatment may occur, and if not managed properly, that treatment can cost more than it should or may be inappropriate for the injury. Industry statistics indicate that for each day a loss report is delayed, the average total cost of the claim is increased by $1,600-$2,100. The sooner a claim is reported, the sooner we can gather and assess the facts, develop a plan of action for resolution and help you contain costs.

The first report to injury can be received by the claims offices in the following manner:

- Internet/web base reporting: claims@tpspool.org
- Facsimile: 1-866-888-3633
- 24/7 emergency toll free reporting service
- Mail: P O Box 803356 Dallas, TX 75380

Initial Set Up

Upon receipt of the first report of injury, a claim number will be established and all pertinent claims data will be entered into the computer file within one (1) business day. A supervisor/manger will review for severity and assignment.

Best Practices – Property & Liability

Overview

This Best Practices Guide is intended to provide the foundation for the thought process that goes into good claim handling. It is not a checklist to be used on every single claim.

The Best Practices Guide is designed to assist adjusters in finding the best ways to bring those claims to a timely and fair conclusion. There are three major questions we ask ourselves when reviewing a claim file for proper handling:

1. Did the adjuster THINK?
2. Did the adjuster exercise sound JUDGMENT?
3. Was the best overall RESULT achieved?

Critical Components

There are three critical components of good claim handling:

1. Coverage
2. Investigation
3. Evaluation/Disposition

When the adjuster thinks and applies sound judgment in these three areas, we see a positive impact to results.

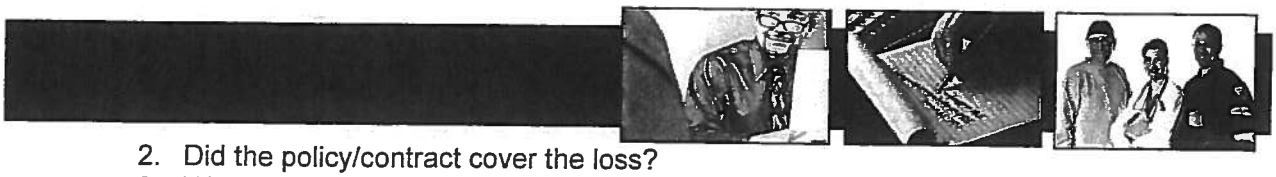
Set forth below are the Basic Questions and Best Practices for each Critical Component. While the Basic Questions must be satisfied for each Critical Component, the Best Practices should be considered on a file-by-file basis. They are designed to provide the adjuster with a foundation for critical thinking in order to bring the claim to a proper and timely conclusion. Remember that one of our main goals is to utilize our resources wisely in resolving claims. If completion of any of the Best Practices is required to satisfy any of the Basic Questions, then that activity should be completed and evaluated in light of the facts of the claim. If completing any of the Best Practices is redundant, or would not contribute to a proper resolution of the claim, then that activity should not be undertaken.

Each claim file must speak for itself. It is the responsibility of the adjuster to document the claim file in a manner that demonstrates that all of the Basic Question of each Critical component have been answered satisfactorily and that the information contained in those answers has been utilized properly. This embodies the concept of file strategy.

Critical Component One: Coverage

Each file needs to answer these Basic Questions:

1. Was the coverage in force?



2. Did the policy/contract cover the loss?
3. Was there other insurance or were other sources available? If so, was the other insurance applied properly to the loss?
4. Was the coverage determination made in a timely manner?

Best Practices: Coverage

The following are points to consider in answering the Basic Questions:

- Confirm that the policy was in force. Verify the effective dates, limits, endorsement numbers and titles, edition dates, terms and conditions of the policy in accordance with established procedures. Review the policy language as appropriate.
- Determine whether occurrence or claims made with appropriate trigger data.
- Be sure the Special Account Instructions are reviewed for special coverage provisions. For example, concisely address special account provisions such as deductible amounts, SIRs, excess coverage/carrier(s).
- Determine if:
  - The individual or entity seeking coverage qualifies as a claimant;
  - The allegations against the insured are within the coverage delineated by the insuring agreement, exclusions, and definitions;
  - The type of damages claimed are the kind the policy covers; and
  - The policy conditions have been adhered to
- Advise the account immediately if further information is required before a final coverage determination can be made. Also advise the account to protect its interests, e.g., obtain an extension of time to avoid default, consider retaining own counsel. Conduct additional investigation on a priority basis, subject to a Non-waiver Agreement or Reservation of Rights. Indicate in the Reservation of Rights Letter that a final coverage determination will be communicated as soon as the coverage investigation has been completed.
- Upon completion of the coverage investigation, take a final coverage position involving the account manager as required by existing procedures. If a Disclaimer is approved, communicate that decision promptly to the account by letter. If the decision is to continue handling while reserving our rights under the policy, forward a final Reservation of Rights Letter to the insured. Be sure to follow the Special Account Instructions for the account. Make sure the letter specifically references all reasons under the policy for the disclaimer or reservation of rights. The letter should not cite policy provisions that are irrelevant to the claim.
- First communicate personally, (i.e., phone) and explain our coverage position to the account/personal representative, agent/broker (producer).
- Determine whether there is additional insurance (excess or reinsurance) that would cover the loss. Communicate with the representative of the other carrier with respect to cost sharing, if appropriate.

Critical Component Two: Investigation

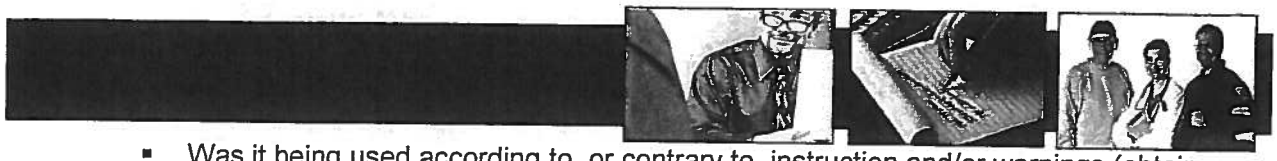
Our objective is to achieve a level of investigation that will enable us to evaluate both the liability and damage exposures properly and timely. Tailor the investigation to the

exposure, taking into consideration what value is added prior to expending resources. Keep in mind our obligation to protect the interests of our account.
The file needs to answer these Basic Questions:

1. What happened? What are the facts?
2. Who is responsible and why?
3. What are the verified damages?
4. Are the damages related to the loss in question?
5. Was the investigation done in a timely manner?

Best Practices: Investigation Of Liability

- Avoid liability assumptions and tailor investigation to magnitude of exposure (e.g., rear-enders are not always 100% liability, left turns are not always 75%--25% liability)
- Consider obtaining recorded statements that would add value in the following instances:
  - When liability is unclear
  - When there is a potentially responsible third party and a right to contribution or subrogation
- When investigating suspicious claims:
  - Obtain copies of reports when they may be used to clarify or assist in evaluating the client's liability exposure. Examples of these reports are: police reports, fire department reports, weather reports, and the reports of investigations by private or governmental agencies.
  - Obtain tangible records, such as contracts, certificates of insurance, leases, maintenance records, driver's logs, maps, or other evidence that may be relevant to the event.
- If the claim arose out of a condition of land or premises, the investigation should address the following:
  - The relationship of all persons or entities relating to the ownership, maintenance, use, management and control of the land or premises
  - The existence of contracts or agreements between the persons or entities which may affect their respective obligations
- A description (photo/diagrams if warranted) of the condition out of which the claim arose.
  - Consider the applicability of building codes, local ordinances, statutes, etc.
  - The facts surrounding the last time the premises were inspected and maintained prior to the time of the loss.
  - If necessary, an expert's opinion regarding the condition out of which the claim arose.
- If the claim arose out of the client's products or warranty, the following areas should be explored:
  - What is the product? Was it manufactured or distributed by the client?
  - Understand the basic application and use of the product.
  - What is the specific nature of the defect alleged?
  - How was the product being used at the time of loss?



- Was it being used according to, or contrary to, instruction and/or warnings (obtain all labels, instructions, warnings, if appropriate).
- Was the product modified in any way? If so, how was it modified, when, and by whom?
- Was the product produced by our client the "end product" or was it a component part for another end product? If the product was a component part, what is the significance?
- Is there vendor's coverage or are there hold harmless agreements?
- If possible, secure and preserve the product, including labels, instructions. Consider contacting counsel for guidance.
- Is there a history of claims, recalls, or the like?
- Consider statutes of repose.
- Consider whether retention of expert is appropriate.

Best Practices: Investigation Of Damages

Bodily Injury Investigation

- ❑ Obtain all necessary information from medical service providers concerning the nature and extent of all claimed injuries, their causal relationship to the accident, the date of treatment, whether there were any pre-existing injuries or conditions, probable length of work disability, prognosis, and potential permanent disability.
- ❑ Consider obtaining a medical/wage authorization from claimant to obtain medical records directly from the medical providers.
- ❑ Verify all claimed economic (past and future) injury damages.
- ❑ Consider a peer review, association of an HSR, the use of vendor services, or an independent medical examination.
- ❑ Confirm income loss directly with the employer, where warranted.
- ❑ Secure appropriate IRS returns. Consider obtaining personnel records from the employer where appropriate. In claims of long-term disability, review Workers' comp file or discuss with WC adjuster. Obtain copies of IRS returns for two years prior to the accident, the year of the accident, and for each year subsequent to the accident.
- ❑ Consider whether cost-sharing arrangements are appropriate.

Property Damage Investigation

- ❑ Secure itemization of all claimed damages, including repair costs, loss of use, loss of profits, damage to business reputation, loss of business opportunities, and another direct or consequential damage.
- ❑ Consider retaining appraisers, accountants or experts if damages are questionable or significant.
- ❑ Consider whether cost-sharing arrangements are appropriate.
- ❑ Consider reductions for actual cash value (rather than replacement cost value) and salvage.

Critical Component Three: Evaluation/Disposition

The file needs to answer these Basic Questions:

- What is the exposure?
- Was the proper amount paid?
- Were reasonable means and resources used to mitigate and negotiate the loss?
- Were the evaluation and disposition accomplished in a timely manner?
- Were reserves accurate?
- Were reserves timely?

Best Practices: Evaluation

- Once the investigation has addressed the appropriate issues, evaluate the claim in light of your investigation, the venue of the claim, the opposition and any other factors that should be considered.
- Be realistic in evaluation the liability and damage exposures. Consider the value added of further investigation; e.g., retention of experts, litigation, mediation and the like.
- Use Colossus as an aid in evaluating the bodily injury component of the claim. (In offices where Colossus is not being used, use the Evaluation Guide or equivalent format).
- Consider benefits of a face-to-face meeting of the claimant to evaluate the condition and demeanor.
- The use of developed mitigation opportunities is implicit in the proper disposition of a claim. (Mitigation is discussed below.)

Best Practices: Mitigation Opportunities

- Analyze coverage, liability, and damage investigation to identify all mitigation opportunities.
- Contact the claimant periodically to maintain control. When telephone or written contact is inappropriate, involve an independent adjuster for a face-to-face meeting.
- Screen bills, wage claims, and other items of damages to be sure those damages are appropriate and reasonable.
- Consider the applicable doctrines of negligence and joint and several liabilities. Seek contribution or indemnity where it is appropriate.
- Determine if a per-existing injury or condition caused or contributed to the claimed damages.
- If appropriate, arrange an independent medical examination of the claimant. Provide the examining physician with copies of the claimant's medical records prior and subsequent to the loss involving our insured. Consider having a physician or peer review examine the claimant's medical records and provide an opinion regarding causation, disability, etc.
- Utilize the Central Index Bureau returns when information can assist current loss assessment.
- Consider activity checks to assist in determining a claimant's current physical activities and condition in the absence of medical documentation, or where the disability continues beyond a reasonable period.
- Refer claim to the Fraud Unit if fraud is suspected.

Best Practices: Reserving

Establish reserves timely for a current reflection of exposure. Be guided by the following:

- Avoid unnecessary file creation. The initial loss and damage description should justify a file's creation.
- Promptly establish proper loss/expense reserves. Continually evaluate appropriateness of loss/expense reserves.
- Establish the expense reserves.
- Avoid minor reserves changes (stair-stepping) and overpayment where payments exceed reserves.
- Consider need for excess letter to account (copy to agent/broker).

Best Practices: Disposition

The disposition process should be objective, timely, and designed to produce good results.

- Once you have evaluated the claim, form an appropriate strategy (considering the nature and the size of the claim) to bring the claim to a proper conclusion.
- Consider whether aggregate limits are an issue.
- Follow the special account procedures in disposition efforts.
- Proactively pursue settlement.
- Adequately document the negotiation process to show how the end results were achieved.
- Confirm verbal offers in writing.
- Communicate, in writing, the basis of your decision when disclaiming coverage or denying the claim.
- Consider resolution through med pay where appropriate.
- Consider first-call settlements, supported by telephone verification of specials. Project medical expenses to facilitate resolution.
- Conduct face-to-face settlement discussions when beneficial.
- Diary according to claim needs to ensure timely claim resolution.
- Consider advance payments when appropriate.
- Alternative Dispute Resolution may provide an effective means for negotiating face-to-face with the claimant's attorney.
- Use proper litigation management techniques to avoid paying unnecessary legal expenses.

Best Practices: Documentation/Reporting

Electronic or paper file will reflect concise documentation of activities, including dates, times and sources.

- Concisely address facts, allegations and plans in the activity log. Comments are to be professional, objective and factually based.

- For the purpose of focus (not necessarily for Supervisor Review), adjuster should prepare a File Strategy within 30 days of assignment. This summary of activity should address coverage, liability, damages, settlement values, reserves, costs, and a disposition plan. Plans for future handling should include time frame for completion. The file strategy should be revised and updated as necessary to address the impact of new development and/or outstanding issues.
- The length and depth of the file strategy should depend on the nature and the size of the case.
- Briefly summarize supporting documentation (i.e., medical, police, and other investigative reports) in the adjuster notes. Verbatim copying of reports and documents is not necessary.
- Document photographs by providing the date and hour the photo was taken, the location of the scene, the direction the camera was facing, and the distance from the subject. Do not write on the photographs themselves since that may affect their admissibly as evidence.
- File submissions should set forth the reason for the submission, an analysis of pertinent issues, including reserve adequacy and recommendations, if necessary, and plans for disposition.
- File Risk Alerts to identify any undesirable risk characters and/or premium return considerations.
- Concisely address special account provisions such as deductible amounts, SIRs, excess coverage/carriers(s).

Best Practices: Data Integrity

- Maintain data integrity throughout the life of the claim file. Update the claim system promptly.
- Utilize the proper nature of benefit code, location code and tax reportable codes when applicable. Accurate expense codes are critical to our profitability.
- Record the date the loss notice was received as the reported date.
- Utilize claim description code that accurately reflects the factual description without an over reliance on "NOC" codes. (Update codes when facts clarify information.) Be sure to enter the actual description of loss as opposed to examples supplied. This will provide specific information for loss control purposes.
- Select claim injury codes and coverage ID codes that accurately reflect the injury sustained and update via element change as needed.
- Ensure that the proper policy number, policy period, limit, aggregate and deductible are entered for the loss.
- If a claims-made policy, and a claim has actually been made, insert the claims-made data.
- Utilize directory tables for attorneys and medical providers.

Claims Administration

Claim Management

TPS is proud to have served in the State of Texas since 1983. Our philosophy in delivering claim service is simple: the customer is number one. Our goal is to consult with each customer regarding his legal responsibilities to injured workers and inform him of his options. We work with you to make sure the options chosen are executed efficiently and cost-effectively. We work to achieve the maximum positive impact on medical treatment, with the ultimate goal of returning your injured employee to workplace as soon as possible.

TPS Claim Protocols

From the moment the call is made, an experienced professional begins processing your claim immediately. Our adjusters are trained and their performance evaluation is based on all aspects of solid claims management, including:

- Aggressive claims handling
- Prompt and thorough investigation
- Recorded statements taken on questionable files
- 3-point contact within 24 hours of assignment
- Supervisory review of all claims
- Individual loss reserving
- Payments made for all related workers' compensation benefits
- Medical management provided on each file
- Applicable state filings made
- Recovery of third party and second injury fund claims included

In addition to superior claims management, TPS offers the following:

Experienced Claim Teams

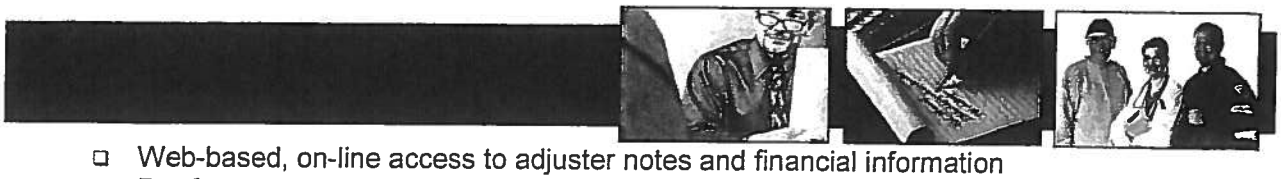
- Average claim experience of 20 years
- Account–specific, state specific adjuster assignments
- Adjuster assignment levels average 125 lost time files and 225 medical only
- Supervisor to adjuster ratio is 1:3 or 4
- In-house continuing education program

Legal Services

- In-house attorney as a resource and legal bill review
- File coordination with defense counsel

Information Systems

- Full-service claims administrative computer system



- Web-based, on-line access to adjuster notes and financial information
- Pre-formatted reports as well as an ad hoc reporting facility
- Records retention program

Most of our services are performed by our claim professionals. However, when a vended services partner is necessary, we understand that it remains our responsibility to direct and control the assignment to assure that a timely, cost-effective, quality product is delivered. Claim files are fully documented to indicate the reason for using outside resources and authorization to use them. Invoices are carefully reviewed to assure charges are reasonable, necessary and justified.

Adjuster Experience

We select our claims adjusters very carefully. Throughout the TPS system, we recruit and hire the very best adjusters available. We look for experienced candidates who exhibit leadership ability along with knowledge of claims, ambition, and excellent communication skills.

The careful selection of adjusters has resulted in a claims team with an average of 20 years experience. With such a high level of professional expertise on the job, TPS has devised extremely effective management procedures that maximize our adjusters' time, allowing them the opportunity to apply their abilities throughout the company.

Our adjusters work in teams of three and four, led by a veteran supervisor. This team leader carries a reduced caseload so that he or she can mentor and supervise the team. This approach has two

Important advantages:

- It enables seasoned adjusters to maintain claim management proficiency while staying current on the latest legislative, statutory and healthcare developments
- It allows the veterans to share their expertise and knowledge with less experienced adjusters, ensuring that all team members' benefit.

Our innovative team approach allows us to promote and reward our best adjusters while allowing them the opportunity for enhanced professional growth. At the same time, they share their knowledge and experience throughout the TPS family of claims adjusters, ensuring that our clients have the benefit of all levels of expertise within our company.

Reserving

Our reserving philosophy is simple—our adjusters promptly set reserves equal to the probable ultimate exposure of each claim. For large, complex cases, the adjuster will consult the supervisor and office manager to ensure that reserves are appropriate and that the full range of claim management and resolution options are explored.

The reserve exposure is documented in the claim file and communicated to our clients as specified by the claim handling instructions. Reserves are refined, as necessary, when new developments that impact exposure occurs.

TPS reserving philosophy, procedures, and quality assurance help prevent both under- and over-reserving. Our reserving practices are designed to head-off potential reserve surprises.

Factors used to establish the reserves include:

- Coverage
- Compensability
- Negligence and Damages
- Nature of Injury
- Extent of Injury, damage or loss
- Anticipated Medical Treatment
- Age/Gender/Occupation
- Lost Wages
- Anticipated Permanent Disability
- Pre-existing Medical Conditions
- Mitigating Factors

Client Services

Account Management

TPS understands that open, ongoing communication is the key to a mutually successful, long-term relationship. Our account management program is carefully designed to be an extension of your risk management department. We assign an Account Manager to you prior to the program inception. Your Account Manager is your single point of contact and acts as your advocate on all service issues. The Account Manager's primary responsibility is to ensure delivery of world-class service in addition to overseeing all aspects of your program.

Your Account Manager is responsible for:

- Developing and implementing (jointly with your Risk Management Staff) the service plan for your account;
- Monitoring your on-going claim service;
- Addressing questions, issues, concerns, and needs;
- Communicating your special account instructions to our claim offices;
- Coordinating with your primary or excess carrier;
- Attending periodic meetings and file reviews; and
- Initiating renewal activities after the first cycle of service.

Service Plan

Led by your Account Manager, our team works with you develop a detailed Service Plan that defines our commitment to you. The Service Plan details the services we will provide, our responsibilities, and timetables specifying delivery dates and points of service. Your Service Plan includes:

- Claim management procedures, including mutually agreed upon claim management requirements
- Communication procedures
- Loss control strategies
- Managed Care services and objectives
- Risk Management Information Systems and Services

Special Account Instructions

Prior to program inception, your Account Manager will work with you and your broker to define your unique program preferences, standards and requirements. Your requirements are integrated with our critical core standards to create your customized account instructions. These written instructions become an integral part of your Service Plan and should be revised in writing if necessary.

Your account instructions will cover a series of topics including:

- Client and claim related contacts, including who to contact when a loss occurs;
- Location coding information;
- Reserve and settlement consultations, consultation levels;
- Subrogation notification;
- Interval reporting;
- Loss run distributions;
- Managed care instructions;
- Litigation management instructions;
- Denial/Reservation of Rights Advisories; and
- Vendor assignments (surveillance, etc.)

The written instructions are distributed to all involved claim offices so that your claim representatives have immediate access to your account instructions. A sample copy of your Claim Service Instructions follows.

Quality Assurance

TPS utilizes its operations management and client audit staffs to conduct internal audits of our claims operations. We conduct annual branch audits and adjuster audits on an ongoing basis. Supervisors are required to adhere to the following audit procedures:

- Total file sample should equal at least 5 per month per adjuster;
- A minimum of 15 files per individual should be reviewed quarterly;
- 40% of total files reviewed should be closed files;
- Files selected should cover a range of settlement amounts; and
- File sample should include cases in litigation.

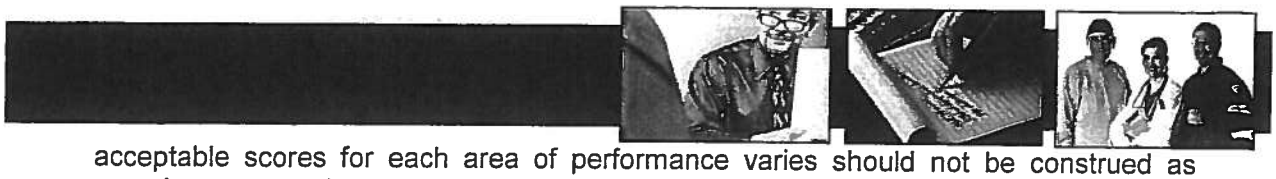
A Supervisor Checklist has been created for use in the review of claim files for compliance with the Best Practices and quality control standards established by TPS. Standards of satisfactory performance are outlined as well as standards for quality performance. All areas are essential elements of proper claims handling. The Checklist is used to assist in measuring compliance with company standards by individual performances, as well as overall performance by unit, office and division. Identification of strengths and weaknesses will assist in prioritizing training needs.

The Regional Manager is also required to review a minimum of two files per Adjuster each quarter. The file selected for review will be from files previously reviewed by a Supervisor. The purpose of the Regional Manager review is to validate the results of the Supervisory Review.

Who is Evaluated and Frequency of Evaluations

Managers perform ongoing evaluations of Supervisors and Adjusters as required. If you desire, we will provide you with a complete copy of our review guidelines.

In an effort to provide uniformity and consistency to a workers' compensation claim audit, each area of performance will be commented on by the Manager. The fact that



acceptable scores for each area of performance varies should not be construed as meaning any area is not an essential element of proper claim handling.

Procedures for selecting workers' compensation audit files are identical to our internal audit procedures presented above.

A Supervisor Checklist is used in the review of claim files. Standards of satisfactory performance are outlined as well as standards for quality performance. All areas are essential elements of proper claim handling. A checklist is used to assist in measuring compliance with company standards by individual performances, as well as overall performance by unit, office and division. Identifying strengths and weaknesses assists with prioritizing training needs. Each category is rated as follows:

N	No or not satisfactory
Y	Yes or satisfactory
N/A	Not applicable

A "No" rating requires an explanation.

Best Practices Compliance

When reviewing the claim files for compliance with the company's Best Practices standards and guidelines, the following issues are considered:

1. Coverage/Client Standards

Timeliness: It is our policy to investigate the facts and issue Reservation of Rights and declinations where appropriate within the first thirty days from receipt of the loss. Our coverage defenses must not be waived or stopped due to inaction by the claim handler. A copy of the employer's first report and doctor's first report will be contained in the file. The claims will be entered in the system in a timely manner.

Quality: Coverage issues must be recognized, properly analyzed, investigated and addressed, in prompt fashion. Where reservations are issued, the claim handler must remain aware that an open coverage issue exists and reanalyze the situation as new information is received. This follow-up analysis should lead to one of the following actions:

- Rescinding of the reservation;
- Denial of coverage; or
- Notice to the client that the coverage issue remains open and all or part of our Reservation of Rights remains in effect.

2. 24-Hour Contact

Timeliness: The insured, physician and injured worker (or their attorney) must be contacted within 24 hours of receipt of the notice of loss. Witnesses must be contacted

as early in the investigation as possible. Follow-up contact must be completed in a timely manner.

Quality: Contact is to secure as much information as possible regarding facts, injuries, etc. The quality of the contact must be meaningful. Questions from the client and injured workers must be answered including explanation of benefits. Issues of compensability and coverage must be explained. We must explain what type of documentation will be required and establish a date when we will be back in touch with them. Contact must be documented in the file notes with date indicated, and signed by the claim handler. Follow-up contact must be meaningful.

3. Investigation

Timeliness: The basic investigation should be substantially complete prior to the file being case reserved. The investigation should start at the time of the initial contact with all parties. Recovery must be pursued vigorously.

Quality: Each investigation must be specific to the individual situation. Form letters to the client, injured worker or witnesses are not an acceptable means of conducting an investigation. The pursuit of information must be aggressive and information cannot be developed entirely through "discovery" if the case is in suit. Each case must be investigated to the point where the claim handler can make a sound, reasoned decision to either pay, compromise, or deny the claim.

4. Reserves/Indemnity Benefits

Timeliness: A reserve must be assigned at creation, which reflects the proper evaluation at that time. The claim must be reserved no later than 90 days from the date it is created. All revisions must be done within three days of developed additional information, which would necessitate a reassessment of exposure. TTD benefits should be paid timely and correctly utilizing wage information form. All notices according to state statute for TTD, Permanent Impairment and MMI should be filed timely.

Quality: The reserve established must be supported by an evaluation prepared by the Adjuster. The reserve must be broken out between indemnity, medical and expense if it appears expenses will be incurred on the file. The reserve must be re-evaluated if information upon which the reserve is based changes. Any change in the reserve must be explained and reasons justifying the change documented in the claim file. The reserve must reflect our best estimate of the ultimate exposure for indemnity and expense. Over reserving and under reserving must be avoided. The process requires that the wage information be obtained within three (3) days from creation and payments be made with notices filed within the time frame of the state statute.

5. Subsequent Reporting/Delays and Denials

Timeliness: The process begins when the initial assignment is made to the claim handler, at which time the Supervisor should highlight points to be covered. There should be a discussion on the salient points of the claim file between the claim handler and the Supervisor. These discussions should continue at critical stages in the

development of the file. The necessary reports are to be completed timely and detailed to assist in the evaluation of the file. Any delay should be reasonable and notice made in a timely manner. The appropriate forms should be filed and the denial supported with accurate information released in a timely fashion.

Quality: The process must be a collaborative effort between the Supervisor and the claim handler. The fact that the process occurred and the substance of the discussion must be clearly documented in the file. During the process, and at critical points in the file, there must be clear documented evidence of value added by the Supervisor. In addition, there must be evidence that the claim handler is an active participant in the discussion and reporting. The denial process should not be delayed, the investigation should be completed and the denial filed within the guidelines of the statute. The reason for the denial must be explained and within the confines of the state statute.

6. Medical Management

Timeliness: The process of verification of injuries should start at the time of initial contact. Documentation of injuries must start as soon as the decision to either pay or compromise the claim is made. The Adjuster must start medical management from the creation of the file. The Adjuster is to maintain contact with the injured with the injured party and work with the Medical Manager to accelerate recovery and return to work.

Quality: All medical treatment must be reviewed for appropriateness, causal relationship and cost. Medical reports must be reviewed and scrutinized for proper care. File documentation and interchanges are essential and must be in detail.
All cost containment measures must be taken. All claim files must be supported by documentation of medical bills, medical reports and injuries. It is not acceptable to simply take the worker's word on expenses. The amount must be verified either through hard copy or telephone contact with provider. Severity of injuries and other aspects of claim will determine which method is required.

7. Litigation Management

Timeliness: Initial instructions to counsel must be confirmed within two weeks of assignment. All litigation must be handled in an aggressive, proactive style.

Quality: There must be a written, documented plan for handling the litigation. A comprehensive legal plan must be evident and litigation management techniques applied. The file must reflect communication between the claim handler and defense counsel on litigation planning. The claim handler must discuss any problem with unsatisfactory legal service with the claim Supervisor who in turn must address the problem with the Managing Attorney or Senior Partner of the firm.

8. Vendor/Expense Control

Timeliness: In order to control expenses, proper instructions to vendors must be given at time of assignment. Bills must be reviewed and paid or discussed with the vendor within 2 weeks.

Quality: Effective claim handling includes obtaining quality work from vendors for a reasonable price. Vendors must know what is expected. We must communicate our expectations to our vendors and then review all billings prior to payment. Questionable items must be challenged and payment refused when explanations do not bring the billing within our guidelines.

9. Subrogation/Second Injury Fund/Deductibles & Retentions

Timeliness: Any potential source for recovery must be identified as soon as the first report is reviewed and the investigation started. Recovery must be pursued vigorously whether it is subrogation, second injury fund or apportionment.

Program information on coverage should be investigated to determine if a deductible exists or if there is a retention level to consider.

Quality: The handler must complete the investigation and evaluate the recovery potential. Timely notice of recovery rights must be filed. Assignment to counsel, if needed, must be made in a timely manner. Final disposition with recovery must be clearly documented in the file. The confirmation of a deductible or retention should be completed within 24 hours of receipt of the claim and documented on the system and in the claim file.

10. CIB/File Management/Reinsurance

- **Claim Forms:** Must be utilized and entries readable, dated and signed. The claim forms should be kept in date order in the file.
- **Diary:** There is no such thing as a standard diary. Each case must be diaried based upon the specific situation as evidenced in the individual claim file. The file must be diaried for specific reasons. A file will be judged not satisfactory if there is no current diary date.
- **Index Bureau Report:** Use of the index system is mandatory. Indexing must be done initially when the claim is reported and when additional information is obtained and semi-annually during the life of the claim. If there is a specific reason for not filing a CIB, the file should be properly documented. Information requests must be sent to identified carriers when appropriate.
- **Mail Date Stamped:** All mail must be date stamped to reflect the date it is received and handled as required by state statutes or unfair claim practices.
- **Special Handling Requirements Met:** Special handling requirements must be documented in the file and followed. It is not possible to follow the requirements if they are not known.
- **State Filings:** Complete all state reports in the time prescribed by the legislative/judicial law including Unfair Claim Practices.
- **File Notes:** The file must have current file and progress notes with meaningful information documented.

- **CIBs:** The initial and follow-up CIB's should be completed when the file is created and every six months thereafter depending on the type of file.
- **Supervisory Diary:** The file should have a supervisory diary on all files over the Adjuster's authority threshold.

11. File Disposition

Timeliness: The case should be resolved properly and the award paid in a timely manner. A structured settlement should be considered where appropriate. The file should be closed in a timely manner and approved by the Supervisor. All coding should be accurate and Large Loss Report procedures followed.

Quality: The award should be paid according to the statute and proper notification sent. Structured settlements, where economically feasible, should be considered. File closure should be documented with an explanation of the closure and settlement reasoning. All Large Loss Reports should be in detail and filed in accordance with account agreements.

Loss Prevention & Control

No one wants to see accidents happen—that's why loss control is at the core of the TPS philosophy. Our loss control professionals focus on **prevention**. By eliminating or mitigating potential causes of injury for our customers and their employees, we reduce the overall cost of loss. By listening to you and learning about your operations, we can design and implement a customized safety and loss prevention program that will significantly reduce the frequency and severity of injuries

Our loss control professionals are concerned with the human cost of loss. By addressing safety issues before they cause injuries, we help protect our employer partners and their employees from the uncertainty and worry that accompanies every on-the-job injury. We care about safety and it shows in our work.

Our team of loss control professionals averages over 33 years of experience in safety and loss prevention, workers' compensation, liability and property protection in a broad range of industries, including:

- Energy production and transmission
- Petrochemical production
- School Transportation
- School Safety
- Manufacturing
- Retail
- Construction
- Healthcare – including JCAHO standards
- Governmental entities
- Safety School Kitchens
- Transportation

TPS offers comprehensive Loss Prevention and Control services. Our loss prevention professionals work closely with you to identify actual and potential workplace problems and causes, design safer workplaces and help you navigate today's complex and changing regulatory and environmental issues. Services provided include:

- Periodic loss control visits to your site to complete a safety survey and evaluation.
- Providing the results in a Client Service Report, identifying hazards, procedures, and operations that present potential dangers to employees. Suggestions and recommendations are made to help develop, implement, and enhance your in-house employee safety program.
- Working with client staff to design and implement a successful employee safety program as an integral part of the workers' compensation plan.
- Assistance in safety training for management, supervisors, and employees
- Hazard recognition and response training
- Accident investigation training
- Assistance in addressing required safety compliance standards

Loss control services are offered on an ad hoc or regularly scheduled basis, and are charged at a flat hourly or daily rate. Pricing specifics are included in the service fee section of this document.

Section C: Required RFP Information

Checklist

CITY OF LUBBOCK, TX

RFP 15-12371-MA

Liability Claims Services

Checklist

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 submittals will not be accepted.

✓	The Request for Proposal Form MUST be completed.
✓	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.
✓	Completed and signed SUSPENSION AND DEBARMENT CERTIFICATION. Please include Company Federal TAX ID number or Social Security number
✓	Completed Non-Collusion Affidavit
✓	Completed Insurance Requirement Affidavit
✓	[redacted]

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR PROPOSAL BEING DEEMED NON-RESPONSIVE.

Invitation to Proposal Form MUST be completed

Texas Political Subdivisions JSTF
Print Name of Company

Keith D. Alberts, 972-360-6303
Contact Person/Phone

PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR SUBMITTAL.

Request for Proposal

SUBMIT TO: CITY OF LUBBOCK Purchasing & Contract Management 1625 13th Street, Rm 204 Lubbock, Tx 79401-3830	city of lubbock TEXAS	CITY OF LUBBOCK, TEXAS REQUEST FOR HIGH TECHNOLOGY PROPOSAL. RFP 15-12371-MA
CONTACT PERSON Marta Alvarez	AN EQUAL OPPORTUNITY EMPLOYER	
TEL: 806.775.2572 FAX: 806.775.2164 http://purchasing.ci.lubbock.tx.us		

TITLE: Liability Claims Services	SUBMITTAL DEADLINE: June 11, 2015 at 3:00 p.m. CST
PRE PROPOSAL MEETING DATE, TIME AND LOCATION: June 4, 2015 @ 11:00 a.m. in City Hall, Room 204, Lubbock, TX 79401	Any proposals received after the date and time listed above, regardless of the mode of delivery, shall be returned unopened

RESPONDENT NAME: Texas Political Subdivisions JSTF	IF RETURNING AS A "NO RESPONSE" PLEASE STATE REASON
MAILING ADDRESS: 14990 Landmark Blvd, Suite 300	
CITY - STATE - ZIP: Dallas, TX 75254	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.
TELEPHONE NO: 972-361-6323	IT IS THE INTENT AND PURPOSE OF THE CITY OF LUBBOCK THAT THIS REQUEST PERMITS COMPETITIVE PROPOSALS. IT IS THE OFFEROR'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.
FAX NO: 866-363-6051	
E-MAIL: Keith.Alberts@TPSPOOL.ORG	
FEDERAL TAX ID NO. OR SOCIAL SECURITY NO: 75-1931607	

THE OFFEROR 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 OFFEROR 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 services(s), and is in all respects fair and without collusion or fraud. I further agree that if the offer is accepted, the offeror 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.

Keith D. Alberts — Authorized Signature

Director of Marketing — Title

Keith D. Alberts — Print/Type Name

06/11/15 — Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

Suspension & Debarment Certification

City of Lubbock, TX
RFP 15-12371-MA
Liability Claims Services

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: Texas Political Subdivisions JSIF

Signature of Company Official: Keith D. Alberts

Date Signed: 08/11/15

Printed name of company official signing above: Keith D Alberts

11

Non-Collusion Affidavit

City of Lubbock, TX
RFP 15-12371-MA
Liability Claims Services

NON-COLLUSION AFFIDAVIT

STATE OF Texas
§
Dallas COUNTY

Keith D. Albers being first duly sworn, on his/her oath, says that the bid above submitted is a genuine and not a sham or collusive proposal, or made in the interest or on behalf of any person not therein named; and s/he further says that the said Offeror has not directly induced or solicited any offeror on the above work or supplies to put in a sham proposal, 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 offeror or offerors.

Texas Political Subdivisions JSJF
NAME OF FIRM

Keith D. Albers
SIGNATURE OF Offeror

Director of Marketing
TITLE

Subscribed and sworn to before me this 11th day of June, 2015

Lisa Ann Davenport
Notary Public in and for the State of Texas residing at

6076 Jiveme Trail, Dallas TX 75252

LISA ANN DAVENPORT
My Commission Expires
June 30, 2018

NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED IN WITH THE BID/PROPOSAL

Insurance Requirement Affidavit

City of Lubbock, TX
RFP 15-12371-MA
Liability Claims Services

INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Offeror
And Attached to Submittal

I, the undersigned Offeror, 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.

Keith D. Alberts
Contractor (Original Signature)

Keith D. Alberts
Contractor (Print)

CONTRACTOR'S BUSINESS NAME:

Texas Political Subdivisions JSIF
(Print or Type)

CONTRACTOR'S FIRM ADDRESS:

14990 Landmark Blvd, 3rd Floor
Dallas, TX 75254

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 at (806) 775-2572.

13

Pricing Sheet

- Claim Status Reports
- Updates on specific claims must be available on demand and in a timely manner.
- Formal reports shall be submitted to the City Risk Management Coordinator and the excess liability carrier when the potential liability is determined to be $250,000 or greater or they meet the requirement of the City's excess liability carrier reporting requirements.

PRICING/RUNOFF

Include a listing of these allocated charges not included in your pricing.

These forms must be used to submit your pricing options and they may be copied.

A detailed written explanation of your offer can be provided to support your position or plan.

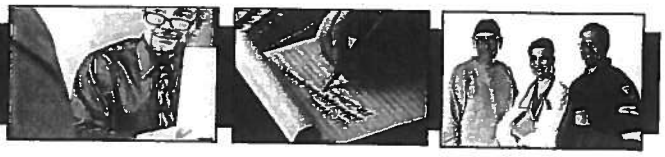
TYPE OF CLAIM	PRICING			
	Option I – Flat Fixed Fee for Life of the Claim	Option II – Fee for Two Year Claim Service	Option III – Flat Fixed Fee for Contract Period	Option IV – Other Pricing Structure You Care to Submit
Automobile Liability		Per Claim Pricing	Fixed cost Per year	
General Liability		See Section E	See Section E	
Other Liability (Law Enforcement, Employment Practices, Public Officials)		"	"	
Catastrophic Claims (10 or more claimants)		"	"	
MMSE Administration and Mandatory Reporting		No cost	No cost	

4 **EVALUATION CRITERIA**

All proposals will be evaluated by a team to include but not be limited to City of Lubbock members, legal counsel, and independent consultant(s). The following criteria will be used to judge and rank submittals:

Service **30%**

Includes ability to provide qualified personnel, ability to provide a technical and comprehensive investigation process, ability to satisfy authority levels, ability to respond within 30 minutes in the event of an emergency and references



RFP Questions

Answer all of the following questions, and submit with your proposal

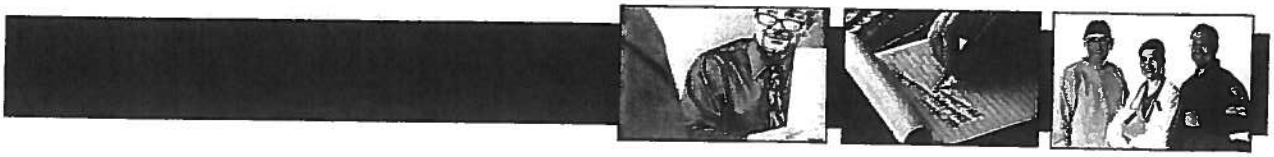
I.	CLAIM HANDLING COMPANY QUALIFICATIONS	YES	NO	%	COMMENTS
A	Does your company carry Professional Liability Insurance in the aggregate amount of $1,000,000 that would apply to this activity? If so, please provide a current certificate of insurance.	X			Attached
C	Are you a member of the Claim Index Bureau Reporting System?	X			
D	Does your company have a Formal Quality Control program in place? Explain	X			*
E	Does your company have an Automated Claim Reporting System? If so, can the client have access? Is there a charge for client access? If so, how much?	X			No cost
F	Does your company have a 24-hour emergency number with an adjuster that can respond in 30 minutes or less?	X			
G	Can Loss Runs be provided monthly in an electronic format compatible to Microsoft Excel? Is there an additional cost for this?	X			No cost

Answer all of the following questions and submit with your proposal

* Our organization adheres to our Best Practices for the Day-to-Day conduct of business. Our CEO manages each department to assure the practices are being followed.

		YES	NO	%	COMMENTS
H	Does your company have the ability to act as the Account Manager and Account Designee under Section 111 of the MMSF Act of 2007? If not, who will you contract with? What will the additional cost be to the City?	X			No cost
I	Does your company have the ability to act as the Reporting Agent under Section 111 of the MMSF Act of 2007? If not, who will you contract with? What will the additional cost be to the City?	X			No Cost
J	Does your company have the ability to write checks locally, and deliver them same day, ?	X			
K	Is your company willing to interface with a RMIS system compatible with Excel?	X			

Answer all of the following questions, and submit with your proposal



2. STAFFING AND TRAINING	YES	NO	%	COMMENTS
A Does your company have an in-house or ongoing training program for claims personnel? Explain	X			We provide educational reimbursement as well as provide speakers quarterly.
B Does your company have an in-house or ongoing training program regarding MMSEA? Explain	X			We utilize TOTEN and Attorneys to keep us up to date on all MMSEA requirements
C What is your average turnover rate for adjusters?			0	
D What is your average turnover rate for supervisors?			0	
E Can we designate key supervisors to handle our losses?	X			
F Can we designate key adjusters to handle our losses?	X			
G What is your average caseload per adjuster per line of business? Please indicate the mix of claims that your adjusters handle. For example, does your Liability adjuster handle a mix of cases that would include both indemnity and services claims? • General Liability • Automobile Liability • Other Liability				The average caseload is 125 which represents a mix of claims.
H Does your company have caseload guidelines? If so, what are they by line of business? • General and Other Liability • Automobile Liability Are they adhered to?	X			Our claims are handled within our Best Practices guidelines.

Answer all of the following questions and submit with your proposal

3. CONTACT PERSONNEL	YES	NO	%	COMMENTS
A Will your company provide a key person to • Assist in claim problem resolution? • Coordinate activities? Is there in addition fee? If so, how much?	X			No cost
B Will the contact person have the: • Authority to implement changes requested by the City Risk Management? • Authority to meet with City of Lubbock Risk Management quarterly to discuss outstanding problems and issues? • Is there a charge for these activities? If so, how much?	X			No cost

Answer all of the following questions, and submit with your proposal

4. BILLING AND COST	YES	NO	%	COMMENTS
A Are you willing to quote a fee for? Option I Option II Option III Option IV				Option II & III
B Specifically, what are considered allocated expenses? Please list				See Section E for Details

Answer all of the following questions and submit with your proposal

5. CLAIM MANAGEMENT	YES	NO	%	COMMENTS
A Does your company have written claim handling standards for • General and Other Liability • Automobile Liability If so, please forward a copy • Are recorded statements taken? • What is the maximum diary allowed? • Are action plans developed and followed on files?	X			See attached best practices

Answer all of the following questions and submit with your proposal

6. CLAIM HANDLING	YES	NO	%	COMMENTS
A Are claims handled by telephone or field adjuster?				Both
B Is there additional costs for field adjusters? If so, what is the cost used? What is the cost per unit?				No cost for our adjuster time
C Will all claimants and the City Risk Management contacts be made within 24-hours from the date notice received?	X			
D Does your company have written claim handling standards that include • When recorded statements taken? • What is the maximum allowable delay? • Action plans being developed and followed or filed?	X			see attached Best Practices

Answer all of the following questions and submit with your proposal

7. RESERVING	YES	NO	%	COMMENTS
A What is your reserving philosophy?				See Section B pages 17 & 20
B Who is responsible for establishing reserves?				Adjuster sets, Supervisor Reviews
C How soon are initial reserves set?				48-hours
D Is a reserve analysis contained in every file? Please provide a sample.	X			
E How often are reserves reviewed?				30 Days

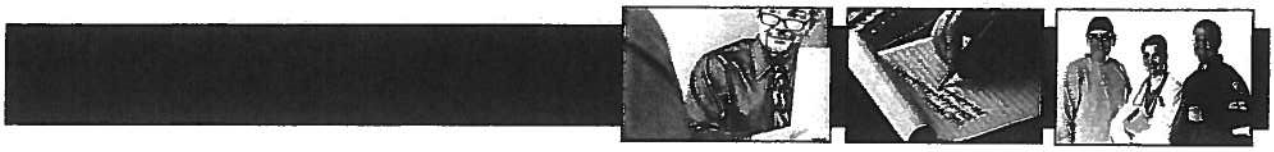
Answer all of the following questions and submit with your proposal

8. REPORTING	YES	NO	%	COMMENTS
A Are captioned reports completed on files? If so, • At what level? • How often? • provide sample	X			
B Are captioned reports sent to client? To the cause carrier if required? If so, how often? Is there a fee? If so, how much?	X			No cost
C Are clients notified timely and in writing of hearings and trials?	X			
D Will the City Risk Management Coordinator be kept apprised of all claims as they deem necessary?	X			
E Are files actively supervised? If so • How often? • What reserve level?	X			30 Days $5,000
F Are files supervised by both home and regional personnel?	X			

Answer all of the following questions and submit with your proposal

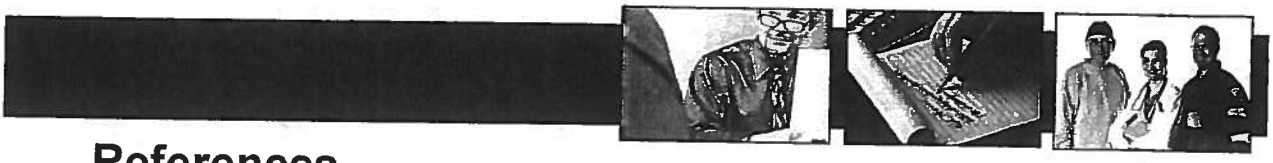
9. CLAIMS FILE REVIEWS	YES	NO	%	COMMENTS
A Does your company allow claim file reviews? If so is there an additional cost? What is the cost?	X			No cost
B Does your company allow physical review of claim files?	X			

Answer all of the following questions and submit with your proposal



10.	STRUCTURED SETTLEMENTS	YES	NO	%	COMMENTS
A	Does your company utilize structured settlements?	X			
B	Have you established guidelines when considering this approach to settlement? If so, please provide a copy of these guidelines	X			See section B
C	Are there separate costs associated with this service? If so, please provide your pricing structure		X		

Keith D. Abbott 06/11/15



References

City of Lubbock
RFP 15-12371-MA
Liability Claims Services

REFERENCE FORM

Please list three (3) references of current customers who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this RFP. THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

REFERENCE ONE

Government/Company Name: City of Garland
Address: 200 North 5th Street Garland, TX 75040
Contact Person and Title: Robby Neil - Director of Risk Management
Phone: 972-205-2481
Contract Period: 10/01/1996 - Present

REFERENCE TWO

Government Company Name: City of Denton
Address: 601 E. Hickory, Ste A Denton, TX 76205
Contact Person and Title: Scott Payne - Director of Risk Management
Phone: 940-349-7836
Contract Period: 10/01/98 - Present

REFERENCE THREE

Government/Company Name: City of Commerce
Address: 1119 Alamo St. Commerce, TX 75428
Contact Person and Title: Diane Roberts, Office Manager
Phone: 903-886-1101
Contract Period: 10/01/96 - Present

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

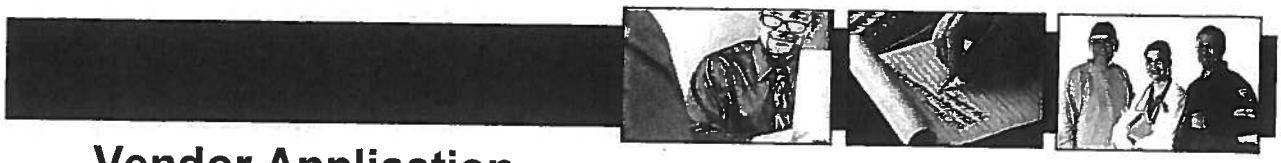
D. Describe each employment or business relationship with the local government officer named in this section.

4

Keith D. Alford
Signature of person doing business with the governmental entity

06/11/15
Date

Adopted 06/29/2007



Vendor Application

Office of Purchasing and Contract Management
Vendor Application Form

Mail vendor form and IRS Form W-9 to City of Lubbock, Purchasing Department, and Box 2000, Lubbock, Texas 79457
OR
Fax to City of Lubbock, Director of Purchasing and Contract Management (806) 775-2764

Name
Texas Political Subdivisions JSTF

Business name if different from above

Year Established
1983

Check appropriate box: ☐ Individual/Sole Proprietor ☐ Corporation ☐ Partnership ☒ Other

Physical Address
14990 Landmark Blvd, 3rd Floor

City, State
Dallas, Tx

Zip Code
73854

Remit To Address (as it appears on your invoice)
Same

City, State, and 9-digit Zip Code

Payment Terms

Telephone Number
972-301-6303

Fax Number

E-mail address
keith.Alberts@TPSACC.ORG

Contact Person
Keith Alberts

Title
Director of Marketing

Briefly list specific products and services offered and special capabilities
Insurance and Claim Services

For which City Department/Contact Name

Internet Website Address

Can your customers place orders on the Internet? ____ Can customers pay via Web on the Internet?

Other municipalities to which your company submits bids

- To be placed on our bidders list and receive bid notifications, register with Bid Sync at www.bidsync.com or call 800-990-9339
- Architectural and Engineering firms must submit Standard Form 330 Part II, available at www.gsa.gov
- Construction companies and service providers must include proof of insurance with their Vendor Information Form.
- Form W-9 is available at the Internal Revenue Service Website www.irs.gov

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 their spouse, benefit from any contract, job, work or service awarded by the City of Lubbock to the above firm? YES ☐ NO ☐

ENTRIES FOR HISTORICALLY UNDERUTILIZED BUSINESS (HUB) (Check all applicable boxes)

☐ I am a certified Disadvantage Business Enterprise (DBE)
by your company is at least 51% owned, controlled and actively managed by:

☐ Hispanic American ☐ Black American ☐ Native American (Includes American Indian)
☐ Eskimo, Aleut & Native Hawaiian ☐ Asian Pacific American (Includes Oriental)
☐ Woman Women ☐ Other (Please list)
☐ Certified by Texas Department of Commerce

AFFIDAVIT

The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of the above named firm as well as the ownership thereof. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State Laws concerning false statements.

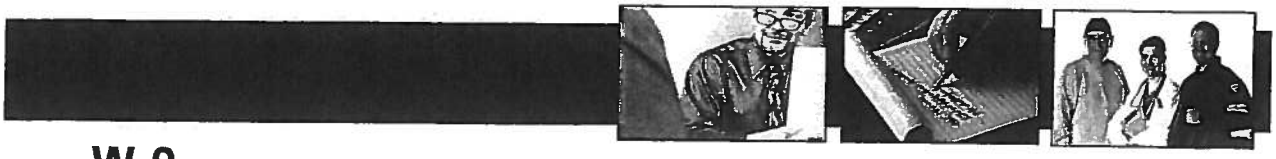
Keith D. Alberts
Signature

06/11/15
Date

Keith D Alberts
Printed Name

Director of Marketing
Title

PUR-02 (Rev 01/2014)



W-9

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Texas Political Subdivisions JSTF

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☒ Other (see instructions) ▶ Public Entity

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
14990 Landmark Blvd, 3rd Floor

Requester's name and address (optional)

City, state, and ZIP code
Dallas, TX 75254

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number
7 5 - 1 9 3 1 6 0 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Keith D Abbott Date ▶ Oct 11 15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

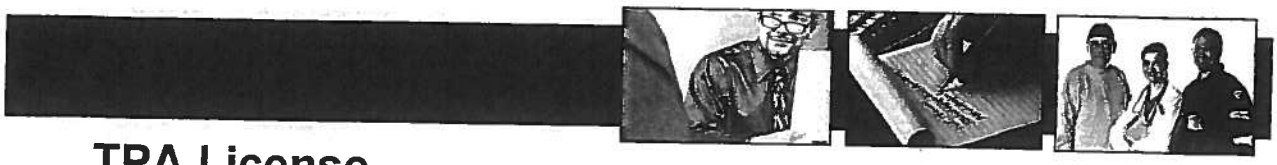
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



TPA License

Texas Department of Insurance

CERTIFICATE NO. 15217

COMPANY NO. 30-096516

CERTIFICATE OF AUTHORITY

THIS IS TO CERTIFY THAT

TEXAS POLITICAL SUBDIVISIONS
JOINT SELF INSURANCE FUND

DALLAS, TEXAS

has complied with the laws of the State of Texas applicable to the licensing of Third Party Administrators and is hereby authorized in accordance with Chapter 4151 to transact the business of

ADMINISTRATOR

within the State of Texas. This Certificate of Authority shall be in full force and effect until it is revoked, canceled, or suspended according to law.

IN TESTIMONY WHEREOF witness my hand and seal of office at Austin, Texas, this 28th day of September A.D. 2011

ELEANOR KITZMAN
COMMISSIONER OF INSURANCE

BY David Moskowitz

DAVID MOSKOWITZ
ASSISTANT CHIEF EXAMINER
FINANCIAL PROGRAM
COMMISSIONER'S ORDER NO 09-0957

Section D: Supporting Documents

Sample Contract

TEXAS POLITICAL SUBDIVISIONS PROPERTY/CASUALTY JOINT SELF-INSURANCE FUND INTERLOCAL AGREEMENT
(Cash Flow Plan for Political Subdivisions)

This Interlocal Agreement entered into by and between the Texas Political Subdivisions Property/Casualty Joint Self-Insurance Fund (hereinafter referred to as "Fund") and the undersigned political subdivision of the State of Texas (hereinafter referred to as "Fund Member") is for the purpose of providing liability, property and automobile physical damage self-insurance funding; insurance; reinsurance; claims administration; loss control services; and other risk management services as needed for the "Fund Members" and their employees.

WITNESSETH:

The undersigned Fund Member, in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing similar Interlocal Agreements, does hereby agree to become a member of the Fund. The conditions of membership agreed upon by and between the parties are as follows:

1. Definition of terms used in this Interlocal Agreement.

   a. **Allocated Loss Expense** – the costs incurred in processing claims, including but not limited to court costs, expenses for investigation and adjustment of claims, legal expenses, cost containment services (such as PPO discounts, rehabilitation services, medical management services), costs in protection and pursuit of subrogation/recovery rights, and similar expenses chargeable to a particular claim (excluding ordinary overhead expenses of the Fund and/or its designee such as salaries and other fixed expenses).

   b. **Board** – the Board of Trustees of the Texas Political Subdivisions Property/Casualty Joint Self-Insurance Fund.

   c. **Loss** – the sums actually paid or payable by the Fund in the settlement or satisfaction of any claim or suit for which a Fund Member is liable either by adjudication or settlement made with the written consent of the Fund.

2. At the Fund's discretion, each Fund Member may adopt any or all of (1) the TPS Joint Self-Insurance Fund General Liability Coverage, (2) the TPS Joint Self-Insurance Fund Automobile Liability and Physical Damage Coverage, or (3) the TPS Joint Self-Insurance Fund Property Coverage self-insurance plans. Whichever Self-Insurance Plan(s) the Fund Member accepts, the Fund Member agrees to

adopt and accept the coverages, provisions, terms, conditions, exclusions and limitations of the applicable Self-Insurance Plan(s) Coverage Document(s). The limits of self-insurance, optimal coverages and deductibles selected by the Fund Member will be shown on the Declarations of each coverage document.

3. If the Fund Member adopts the TPS Joint Self-Insurance Fund General Liability Coverage, or the TPS Joint Self-Insurance Fund Automobile Liability and Physical Damage Coverage self-insurance plan(s) which cover liability exposures, it is understood that by participating in this Self-Insurance pool, the Fund Member does not intend to waive any of the immunities that its officers or employees now possess. The Fund Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations, and that by executing this Agreement does not agree to expand those limitations.

4. **This Interlocal Agreement shall commence at 12:01 a.m. on the date shown as "effective date" on the signatory page of this Agreement, and shall terminate at 12:01 a.m. on _____. This Agreement may be terminated by (a) mutual consent or by (b) either party giving sixty (60) days prior written notice of termination to the other party or (c) as otherwise specified in this Interlocal Agreement or the Bylaws of the Fund.**

5. The Fund member agrees to execute necessary authorization form(s) permitting the Fund and/or its designee to obtain from other parties experience rating information for the Fund Member.

6. The newly enrolling Fund Member who has not previously been a member of this Fund or the Fund Member who has not previously operated under this Cash Flow plan agrees to pay the Fund, on or before the inception date of this Interlocal Agreement, an initial payment of one (1) month's estimated Claims Administration Fee plus 1/12 of the estimated annual Contractor Charges such as Administrative Services Fees, Loss Control Services, or other charges as set forth in Exhibit A attached hereto. On or before the commencement of the third month after the inception date of this Interlocal Agreement, the Fund Member agrees to pay an amount equal to the actual Claims Administration Fee, the total Field Service Fee (if any) of the first month of membership plus any other associated Claims Administration Fee plus 1/12th of the estimated annual Contractor Charges. On or before the commencement of the fourth month of this Interlocal Agreement, a similar payment based upon the actual Claims Administration Fee of the second month shall be paid to the Fund, with subsequent monthly payments to be paid each and every month thereafter, based on the actual Claims Administration Fee and applicable charges. The actual Claims Administration Fee of the Fund Member are those fees paid by the Fund on behalf of the Fund Member in the month which is two months prior to the billing month. However, the Fund and the Fund Member may agree to a different payment plan.

7. The Fund Member who was a member of this Fund immediately prior to the inception date of this Interlocal Agreement and has operated under this Cash Flow plan agrees to pay the Fund for those services described in this Agreement and the charges listed in Exhibit A attached hereto. Each month's billing will include 1/12th

of the estimated annual Contractor Charges as described in Paragraph 6 above. Also included in this billing will be an amount equal to the actual Claims Administration Fee of the Fund Member plus any other associated Claims Administration Fee as set forth in Exhibit A.

8. The Fund will invoice the Fund Member monthly for these amounts due and the payment by the Fund Member is due in the office of the Fund and/or its designee on or before the beginning of the month. In the event the Fund Member fails or refuses to make the payments of charges as herein provided, the Fund reserves the right to terminate such Fund Member by giving ten (10) days written notice and to collect any and all outstanding charges or other required payments which were incurred prior to the date of the Interlocal Agreement termination.

9. It is further agreed that the Fund Member will create on or before the inception date of the Interlocal Agreement a loss deposit with the Fund equal to a minimum of two months estimated paid losses. This deposit will be adjusted periodically to accurately reflect realistic monthly loss payments and/or timely invoice payments.

10. After termination of this Agreement, the Fund will continue to handle claims with an accident date occurring during the term of this Agreement until such claims are ultimately and finally disposed of or closed. After termination of this Agreement, the Fund Member will pay the Fund each and every month, until all claims handled by the Fund are disposed of, the monthly claims administration charge calculated as described herein, and the monthly reimbursement of actual claims losses paid on behalf of the Fund Member as determined herein. The Fund Member also agrees to maintain with the Fund the loss deposit as determined herein. Upon expiration of this contract, the Fund or its designated agent will continue to adjust claims which occurred or are made during the Agreement Period.

11. In the event the Fund Member fails or refuses to make any required payment on a timely basis as described herein, the Fund reserves the right, by giving ten (10) days written notice, to cease all payments on behalf of the Fund Member and return any files on active property/casualty claims to the Fund Member. In such event, the Fund Member agrees to assume all liabilities and claims handling responsibilities on those claims from the date of notification forward. The Fund Member agrees to pay the Fund all charges and other required payments which were incurred prior to the date of notification.

12. After termination of this Agreement, the Fund is not obligated to provide any of the services as described herein except for claims administration services as described in Paragraph 12 above.

13. Loss Control Services will be supplied by the Fund and/or its designee to Fund Members to assist them in following a plan of loss control that may result in reduced losses. The undersigned Fund Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations for the purpose of eliminating or minimizing hazards that would contribute to losses. The loss control services provided are, however, optional for the Fund Member. If the Fund Member elects this service, its election shall be indicated on Exhibit A attached hereto.

14. Pursuant to the terms and conditions of the applicable Self-Insurance Plan(s) Coverage Documents, the Fund and/or its designee, agrees to administer any and all claims after notice of claim has been given and to provide a defense where appropriate. The Fund Member hereby appoints the Fund and/or its designee as its agent to act in all matters pertaining to processing and handling of all claims and shall cooperate fully in supplying any information needed or helpful in the administration of those claims. The Fund and/or its designee shall carry on all negotiations with any third parties or their attorneys and negotiate within authority granted by the Fund. The Fund and/or its designee shall retain and supervise legal counsel on behalf of and at the expense of the Fund as necessary for the prosecution and defense of any litigation.

15. At the option of the Fund and/or its designee, a Fund Member may be allowed to choose the legal counsel it deems most appropriate for the handling of any individual claim. However, all decisions on individual claims shall be made by the Fund and/or its designee, which includes the decision to appeal or not to appeal a final adjudication at the trial court level. However, any Fund Member shall have the right to consult with the Fund and/or its designee on any claim and have the right to appeal any decision made by the Fund and/or its designee to the Board. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Fund Member and/or its officers or employees.

16. The Fund Member will be solely responsible for future benefits payable and for funding its net reserve. The Fund Member agrees to hold the Fund harmless from any and all claims (including attorney fees) that may be asserted against the Fund for the non-payment of any claim due to the failure of the Fund Member to maintain adequate reserves for the payment of claims.

17. The Fund agrees that all Fund transactions will be audited annually by a certified public accounting firm.

18. The Fund Member agrees that it will appoint a coordinator of department head rank or higher, and that the Fund and/or its designee shall not be required to contact any other individual except this person. Any notice to or any agreements with the Coordinator shall be binding upon the Fund Member. The Fund Member may change the Coordinator by giving written notice to the Fund.

19. The Fund Member acknowledges that it has received a copy of the Bylaws of the Fund, and it agrees to abide by these Bylaws and any amendments thereto and any and all policies and procedures of the Fund.

20. The Fund Member shall have the right to appeal any decision or recommendation of the Fund and/or its designee to the Board whose determination will be final. Any appeal shall be made in writing to the Fund Secretary within 60 days of decision or recommendation of the Fund and/or its designee.

21. Any party hereto paying for the performance of governmental functions or services shall make payments from current revenues available to the paying party.

22. The Fund Member shall take no action to release, discharge or impair its right to seek recovery of any amounts paid under this Agreement from any person or entity legally responsible for the bodily injury, sickness or disease, or death for which such payment is made. Nor may the Fund Member assign such rights without the express, written approval of the Fund.

23. This Interlocal Agreement, together with all the Amendments, Supplements and other attachments hereto, constitutes the entire agreement between the parties and supersedes all previous Interlocal Agreements, promises, representations, understandings and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

24. If any portion of this Interlocal Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

25. It is the intent of the Parties that the Fund and/or its designee and the Fund Member each shall bear responsibility for any of its own negligence or its own error or omission, including, but not limited to, claims alleging violations of the Texas Insurance Code, the Deceptive Trade Practices and Consumer Protection Act, and the common law duty of good faith.

26. The Fund and/or its designee shall not be held accountable for any increased cost or expense to the Fund Member involving payments of claims, under any contention by the Fund Member that a claim service, risk management service, loss control service, or administrative service could have been handled differently.

27. The Fund Member agrees to timely provide all necessary information to the Fund and/or its designee and to timely execute all necessary documents as may be needed or required for the administration of the Fund.

28. Periodically each Fund Member will be provided a computer printout containing a statement of claims cumulative for said Fund Member by Effective Date of that Fund Member.

TO BE COMPLETED BY FUND MEMBER

Fund Member Name

Signature of Authorized Official

Date

Type Name

Title

THE PROPERTY/CASUALTY COORDINATOR FOR THE FUND MEMBER IS:

Coordinator Name & Title:

Mailing Address:

Street Address:

Telephone Number:

Fax Number;

TO BE COMPLETED BY TPS FUND OFFICE

Effective Date of Agreement

Contract Number

Signature of Fund Secretary

Date

Insurance Certificates

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Texas Political Subdivisions JSIF 15660 N Dallas Pkwy, Suite 1175 Dallas, Texas 75248	CONTACT NAME: Keith Albers PHONE (A/C, No, Ext): 972-361-6303 FAX (A/C, No): 866-263-9051 E-MAIL ADDRESS: keith.albers@texpool.org
INSURED Texas Political Subdivisions JSIF 15660 N Dallas Pkwy Suite 1175 Dallas, Texas 75248	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Chubb — 0042791 INSURER B: Texas Political Subdivisions JSIF — 0056979 INSURER C: Travlers — 105583027 INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: 0050556 — REVISION NUMBER: 0052500

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC			F0432	10/01/2014	10/01/2015	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 100,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 2,000,000 PRODUCTS - COMP/OP AGG $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS			F0402	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			HD633	10/01/2014	10/01/2015	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ 1,000,000 E.L. DISEASE - EA EMPLOYEE $ 1,000,000 E.L. DISEASE - POLICY LIMIT $ 1,000,000
A	E&O			NY12MPLC042791C	05/15/2015	05/15/2016	$3,000,000 Each Claim $3,000,000 Aggregate $10,000 Each Claim Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

C TPA Bond Travelers, policy# 105583C27, Term 03/16/14-03/16/15 $500,000 limit w/$5,000 deductible

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 06/01/15

ACORD 25 (2010/05)

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References (active members)

1) Robby Neil, Director of Risk Management
City of Garland
200 North 5th Street
Garland, TX 75040
972-205-2481

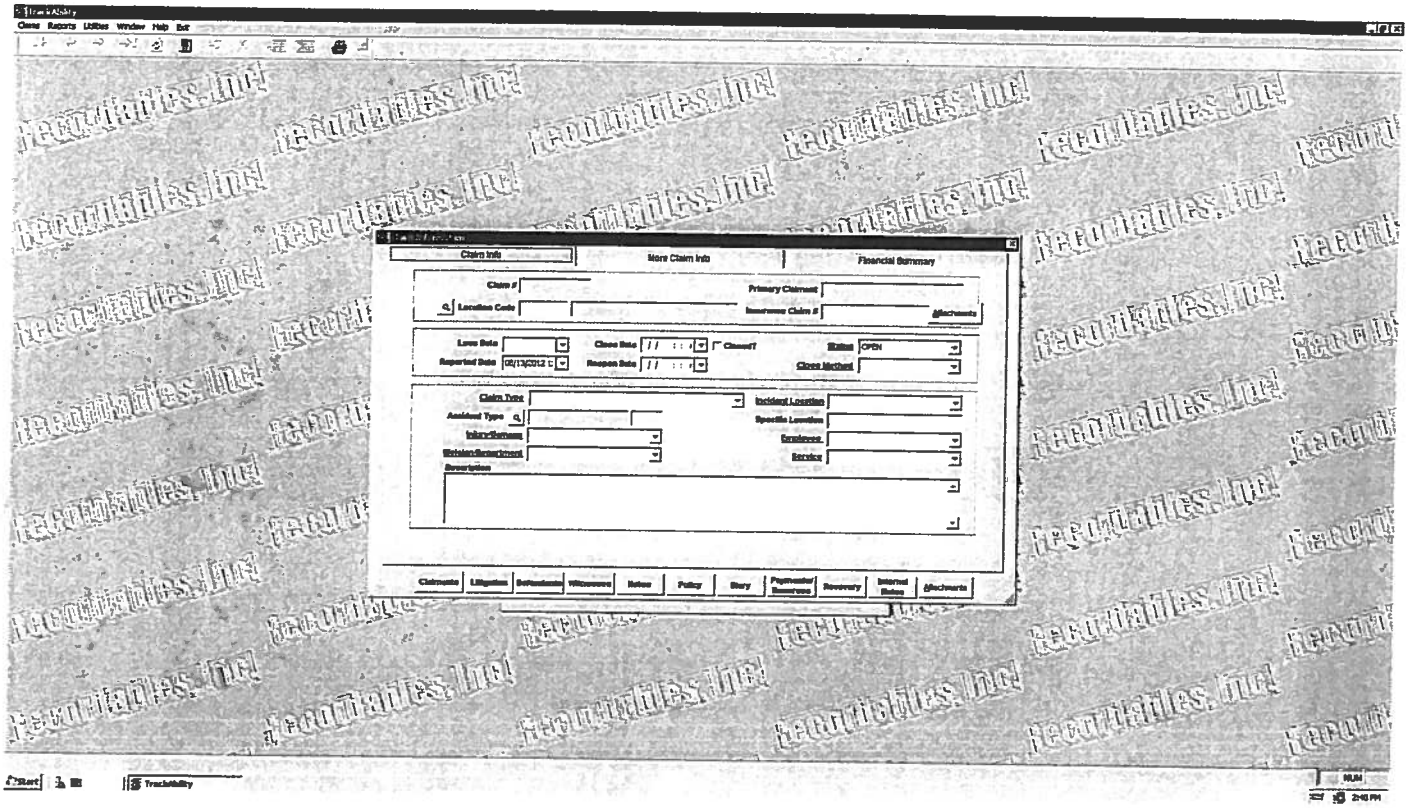
2) Scott Payne, Director of Risk Management
City of Denton
601 E. Hickory, STE A
Denton, TX 76205
Denton, TX 76205
940-349-7836

3) Diane Roberts, Office Manager
City of Commerce
1119 Alamo St.
Commerce, TX 75428
903-886-1101

4) Angel Alvarado, Human Resources Coordinator
City of Marble Falls
800 Third St
Marble Falls, TX 78654
830-798-7050

Claim System, Reports and First Reporting Tool

Claim System



Reports (Sample Loss Run)

76 - TEXAS POLITICAL SUB/PCGC
Policy Period: 10/01/2005 - 09/30/2006

TPS Property Casualty Loss Experience

Financials as of 07/14/2012

477 - 1 - CITY OF TX

Details by Event and Claim Number

Event Number	Claimant Name	Claim Number	Date of Loss	Coverage	Claim Type / Status	Loss Paid	Loss Reserves	Expenses Paid	Expense Reserves	Total Paid Less Recov.	Outstanding Reserves	Total Incurred Less Recovery
46623	Cover Maverick	2005060C004624	10/25/2005	Property	BUILDING OR STRUCTURE / CLOSED	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Totals: 1					0.00	0.00	0.00	0.00	0.00	0.00	0.00

Event Number	Claimant Name	Claim Number	Date of Loss	Coverage	Claim Type / Status	Loss Paid	Loss Reserves	Expenses Paid	Expense Reserves	Total Paid Less Recov.	Outstanding Reserves	Total Incurred Less Recovery
48723	Abraguer, Andres	2005060C004622	11/01/2005	Auto	A_TO LIABILITY BODILY INJURY / CLOSED	27,500.00	0.00	0.00	0.00	27,500.00	0.00	27,500.00
	Abraguer, Andres	2005060C004623	11/01/2005	Auto	A_TO LIABILITY BODILY INJURY / CLOSED	0.00	0.00	1,128.95	0.00	1,128.95	0.00	1,128.95
	Abraguer, Andres	2005060C004624	11/01/2005	Auto	A_TO LIABILITY PROPERTY DAMAGE / CLOSED	4,303.78	0.00	0.00	0.00	4,303.78	0.00	4,303.78
	Barrer, Mauricio	2005060C004631	11/01/2005	Auto	A_TO LIABILITY BODILY INJURY / CLOSED	23,000.00	0.00	0.00	0.00	23,000.00	0.00	23,000.00
	County of Maverick	2005060C004635	11/01/2005	Auto	A_TO PHYSICAL DAMAGE - COLLISION / CLOSED	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	County of Maverick	2005060C004636	11/01/2005	Auto	A_TO PHYSICAL DAMAGE - COLLISION / CLOSED	13,045.81	0.00	0.00	0.00	13,045.81	0.00	13,045.81
	Guerrero, Anda	2005060C004627	11/01/2005	Auto	A_TO LIABILITY BODILY INJURY / CLOSED	0.00	0.00	30,116.27	0.00	30,116.27	0.00	30,116.27
	Guerrero, Anda	2005060C004628	11/01/2005	Auto	A_TO LIABILITY PROPERTY DAMAGE / CLOSED	2,500.00	0.00	0.00	0.00	2,500.00	0.00	2,500.00
	Guerrero, Anda	2005060C004629	11/01/2005	Auto	A_TO LIABILITY BODILY INJURY / CLOSED	30,750.00	0.00	3,573.72	0.00	34,323.72	0.00	34,323.72
	Guerrero, Maura	2005060C004626	11/01/2005	Auto	A_TO LIABILITY BODILY INJURY / CLOSED	30,000.00	0.00	0.00	0.00	30,000.00	0.00	30,000.00
	Guerrero, Maura	2005060C004627	11/01/2005	Auto	A_TO LIABILITY BODILY INJURY / CLOSED	0.00	0.00	2,401.25	0.00	2,401.25	0.00	2,401.25
	Totals: 11					130,900.59	0.00	37,222.19	0.00	168,122.78	0.00	168,122.78

Event Number	Claimant Name	Claim Number	Date of Loss	Coverage	Claim Type / Status	Loss Paid	Loss Reserves	Expenses Paid	Expense Reserves	Total Paid Less Recov.	Outstanding Reserves	Total Incurred Less Recovery
504E3	County of Maverick	2006060C003179	01/29/2006	Auto	A_TO PHYSICAL DAMAGE - COLLISION / CLOSED	805.11	0.00	0.00	0.00	805.11	0.00	805.11
	Totals: 1					805.11	0.00	0.00	0.00	805.11	0.00	805.11

Event Number	Claimant Name	Claim Number	Date of Loss	Coverage	Claim Type / Status	Loss Paid	Loss Reserves	Expenses Paid	Expense Reserves	Total Paid Less Recov.	Outstanding Reserves	Total Incurred Less Recovery
53329	Rodriguez, Angie	2006060C003360	11/08/2006	General Liability	GENERAL LIABILITY BI INCL PREMISES OPER / CLOSED	0.00	0.00	17.00	0.00	17.00	0.00	17.00
	Rodriguez, Ariel	2006060C003358	11/08/2006	General Liability	GENERAL LIABILITY BI INCL PREMISES OPER / CLOSED	0.00	0.00	17.00	0.00	17.00	0.00	17.00
	Rodriguez, Ariel	2006060C003356	11/08/2006	General Liability	GENERAL LIABILITY BI INCL PREMISES OPER / CLOSED	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Rodriguez, Ariel	2006060C003354	11/08/2006	General Liability	GENERAL LIABILITY BI INCL PREMISES OPER / CLOSED	0.00	0.00	17.00	0.00	17.00	0.00	17.00
	Rodriguez, Ariel	2006060C003353	11/08/2006	General Liability	GENERAL LIABILITY BI INCL PREMISES OPER / CLOSED	0.00	0.00	17.00	0.00	17.00	0.00	17.00
	Treviño, Jesica	2006060C003357	11/08/2006	General Liability	GENERAL LIABILITY BI INCL PREMISES OPER / CLOSED	0.00	0.00	17.00	0.00	17.00	0.00	17.00
	Totals: 6					0.00	0.00	85.00	0.00	85.00	0.00	85.00

76 - TEXAS POLITICAL SUB/PCGC
Policy Period: 10/01/2005 - 09/30/2006

TPS Property Casualty Loss Experience Summary

Financials as of 07/14/2012

Summary by Coverage and Claim Type for Policy Period: 10/01/2005 - 09/30/2006 for 477 - CITY OF TX

Coverage	Claim Type	Totals	Policy Period	Loss Paid	Loss Outstanding	Expenses Paid	Expenses Outstanding	Total Paid Less Recovery	Outstanding Reserves	Total Incurred Less Recovery
Auto	AUTO LIABILITY BODILY INJURY	10	10/01/2005 - 09/30/2006	111,750.00	0.00	39,022.35	0.00	150,772.35	0.00	150,772.35
Auto	AUTO LIABILITY PROPERTY DAMAGE	5	10/01/2005 - 09/30/2006	10,772.25	0.00	0.00	0.00	10,772.25	0.00	10,772.25
Auto	AUTO PHYSICAL DAMAGE - COLLISION	5	10/01/2005 - 09/30/2006	15,734.88	0.00	2,523.62	0.00	18,258.42	0.00	18,258.42
Auto	AUTO PHYSICAL DAMAGE - COMPREHENSIVE	1	10/01/2005 - 09/30/2006	7,821.16	0.00	0.00	0.00	7,821.16	0.00	7,821.16
General Liability	GENERAL LIABILITY BI INCL PREMISES OPER	11	10/01/2005 - 09/30/2006	0.00	0.00	1,036.72	0.00	1,036.72	0.00	1,036.72
General Liability	GENERAL LIABILITY PD INCL PREMISES OPER	2	10/01/2005 - 09/30/2006	6,963.16	0.00	0.00	0.00	6,963.16	0.00	6,963.16
General Liability	PROFESSIONAL LIABILITY	1	10/01/2005 - 09/30/2006	0.00	0.00	8.52	0.00	8.52	0.00	8.52
Property	BUILDING OR STRUCTURE	5	10/01/2005 - 09/30/2006	0.00	0.00	1,622.14	0.00	1,622.14	0.00	1,622.14
	Overall Totals:	40		152,582.45	0.00	44,213.23	0.00	196,674.68	0.00	196,674.68
	Grand Totals for Policy Period:	40		152,582.45	0.00	44,213.23	0.00	196,674.68	0.00	196,674.68

Claim Reporting Tool (Online Through TPS Website)

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TPS Online
Texas Political Subdivisions Joint Self-Insurance Fund

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TPS Automobile Loss Notice

Your Name:
Your e-Mail Address:
Agency Name:
Agency Telephone: (area code, number and extension)
Agency FAX: (area code, number and extension)
Agency e-Mail Address:
Code: Sub Code:
Agency Customer ID:
Customer:
NAIC Code:
Miscellaneous Info: enter site and location code:
Policy Number: Policy Type:
Reference Number: Cat Number:
Effective Date: mm/dd/yyyy Expiration Date: mm/dd/yyyy
Date of Accident: mm/dd/yyyy
Time of Accident: AM or PM: -- AM or PM --
Previously Reported? -- Yes or No --

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Private Messages
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- Agent Applications
- Member Claim Reporting

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- Agent Downloads
- Member Downloads
- Board Member Downloads

My Event Photos
My Safety Videos
Contact the Board

Who's Online?
- Keith Alberts (Keith Alberts)

TPS Online
Texas Political Subdivisions Joint Self-Insurance Fund

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General Liability Notice of Occurrence / Claim

Your Name:
Your e-Mail Address:
Agency:
Phone: (areacode plus number, extension)
FAX: (areacode plus number extension)
Code: Sub Code:
Agency Customer ID:
Notice of Occurrence: ☐ Notice of Claim: ☐
Date of Occurrence: Time: -- AM or PM --
Date of Claim: Previously Reported: -- Yes or No --
Effective Date: Expiration Date:
Policy Type: -- Please select -- Retroactive Date:
Company:
NAIC Code:
Miscellaneous Info (Site & Location):
enter here:
Policy Number:
Reference Number:

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Member Access

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no new

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  - Board Member Downloads
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- My Safety Videos
- Contact the Board

Who's Online?

- Keith Alberts (Keith

AMENDMENT NO. 4 TO THE INTERLOCAL AGREEMENT

TEXAS POLITICAL SUBDIVISIONS
PROPERTY/CASUALTY JOINT SELF-INSURANCE FUND

CASH FLOW PLAN

It is hereby agreed that **Condition 4** of the Property Casualty Cash Flow Interlocal Agreement is amended as follows:

4. **This Interlocal Agreement shall commence at 12:01 a.m. on the date shown as "effective date" on the signatory page of this Agreement, and shall remain in force and effect until terminated as hereinafter provided. This Agreement may be terminated by (a) mutual consent or by (b) either party by giving sixty (60) days prior written notice of termination to the other party or (c) as otherwise specified in this Interlocal Agreement or the Bylaws of the Fund.**

15-F0633	10/01/15
Contract Number	Effective Date
City of Lubbock	
Fund Member	Texas Political Subdivisions Property Casualty Joint Self - Insurance Fund
	Richard Petree
Glen C. Robertson, Mayor	Secretary
Date	Date

APPROVED AS TO CONTENT:

Quincy White, Deputy City Manager

APPROVED AS TO FORM:

Jeff Hartsell, Chief Litigation Attorney

AMENDMENT NO. 5 TO THE INTERLOCAL AGREEMENT

TEXAS POLITICAL SUBDIVISIONS
PROPERTY/CASUALTY JOINT SELF-INSURANCE FUND

CASH FLOW PLAN

It is hereby agreed that **Condition 8** of the Property Casualty Cash Flow Interlocal Agreement is amended as follows:

8. **Fund Member hereby agrees, upon written notification from Fund, to prefund individual claim payments in excess of $20,000.**

15-F0633	10/01/15
Contract Number	Effective Date
City of Lubbock	
Fund Member	Texas Political Subdivisions Property Casualty Joint Self - Insurance Fund
	Richard Peters
Glen C. Robertson, Mayor	Secretary
Date	Date

APPROVED AS TO CONTENT:

Quincy White, Deputy City Manager

APPROVED AS TO FORM:

Jeff Hartsell, Chief Litigation Attorney

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

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the City Manager to purchase from Ace American Insurance Company an insurance policy for airport and non-owned aircraft liability coverage.

Item Summary

Airport liability insurance covers liability claims that the City is legally obligated to pay for bodily injury and property damage, resulting from airport operations. Non-owned aircraft liability covers liability claims that the City is legally obligated to pay for bodily injury and property damage resulting from the occupancy or operation of a non-owned aircraft, including allegations of civil rights violations for airport police boarding a commercial or private aircraft.

The City purchases airport and non-owned aircraft liability insurance separately from its other liability insurance program, which specifically excludes aircraft.

The current insurance policy is with Ace American Insurance Company with a premium of $27,788 and has $50 million in coverage for airport liability insurance and $50 million in coverage for non-owned aircraft liability insurance. Both policies include no deductible.

The renewal quote from Ace American Insurance Company, the only quote submitted, includes the same coverage as the current policy and due to a hardening market, an increase of 3% is noted In the renewal premium of $28,790 for FY 2015-16,

Carriers bind insurance coverage October 1, 2015, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content; therefore we are unable to alter the policy to include the City of Lubbock's arbitration clause. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2015-16 Risk Management Fund.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution & Ace American Insurance Liability

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, airport and non-owned aircraft liability insurance coverage from Ace American Insurance Company, for a premium amount not to exceed $28,790.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Leisa Hutcheson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:

_____
Jeff Hartsell, Chief Litigation Attorney

RES.Risk Mgmt-Ace Property & Casualty Ins
August 25, 2015

Airport Owners & Operators Liability

Named insured:	City of Lubbock
Insurance carrier:	ACE Property and Casualty Insurance Company — Admitted A.M. Best rating: A++, XV as of 2015
Policy number:	TBD
Policy term:	October 1, 2015 to October 1, 2016
Premium:	$ 28, 790.00 (Includes $3,200 Terrorism and War)
Coverage:	Your legal liability, to which this coverage applies, arising out of your Airport operations at LBB, TX – Lubbock Preston Smith International Airport, Lubbock, TX.

SUM INSURED: $50,000,000 each occurrence/offense in respect of Bodily Injury, Personal and Advertising Injury and Property Damage combined, subject to the following limitations:

Products-Completed Operations Annual Aggregate Limit	$50,000,000
Personal Injury and Advertising Injury Annual Aggregate limit	$50,000,000
Malpractice Annual Aggregate Limit	$50,000,000
Extended Coverage - War, Hi-jacking and Other Perils Annual Aggregate Limit	$50,000,000
Fire Damage Limit Any One Fire	$250,000
Medical Expense Limit Any One Person	$10,000
Hangarkeepers not "in flight" Limit Any One occurrence	$50,000,000
Hangarkeepers not "in flight" Limit Any One Aircraft	$50,000,000
Non-Owned Aircraft Liability	$50,000,000

DEDUCTIBLE CONDITIONS: Nil each occurrence or offense, but not to exceed Nil annual aggregate. The Airport Owners and Operators General Liability Policy contains, inter alia, the following exclusion clauses:

War, Hi-Jacking and Other Perils Exclusion Clause
Noise, Pollution and Other Perils Exclusion Clause

The policy is also subject to the following:

90 days notice of cancellation, non-renewal or reduction in coverage by Insurer, but
10 days notice for non-payment of premium. This provision does not override the Automatic Termination review or cancellation provisions of endorsements AAP 203 or AAP 237.

The policy may be cancelled or nonrenewed subject to the terms of the following endorsement
AAP TX (11/99) Texas Changes - Cancellation and Nonrenewal

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal date: 8/25/2015 Prepared for City of Lubbock
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Airport Owners & Operators Liability (continued)

Schedule of Policy Forms applicable to airports and locations in: TEXAS

Form Reference and Edition	Title
AAP 200 (07-10)	Airport Owners and Operators General Liability Policy - Jacket
AAP 201 (11-99)	Airport Owners and Operators General Liability Policy - Declarations
AAP 201S (11-99)	Airport Owners and Operators General Liability Policy - - Schedule of Endorsements
AAP 202 (11-99)	Airport Owners and Operators General Liability Policy - Policy Provisions
AAP 203 (02-08)	Extended Coverage - War, Hi-jacking and Other Perils Endorsement
AAP 204 (11-03)	Amendment of Noise and Pollution and Other Perils Exclusion
AAP 207 (11-04)	Additional Insured - Designated Person or Organization In favor of: South Central Chapter - American Association of Airport Executives
AAP 220 (11/99)	Immunity Waiver Endorsement
AAP 228 (11/99)	Cancellation Notification Change
AAP 234 (11/99)	Airport Limited Enhanced Coverage Endorsement
AAP 242 (11/99)	Personal Injury Limitation Endorsement
AAP 248 (11/99)	Volunteers Endorsement
AAP 256 (11/99)	Date Recognition Exclusion Endorsement
AAP 255 (03-08)	Date Recognition Limited Coverage Endorsement
AAP 270 (01-15)	Amendment to Include Coverage for Certified Acts of Terrorism; Cap on Losses from Certificed Acts of Terrorism
AAP 273 (11-03)	Pollution Endorsement
AAP 275-TX (01-15)	Limited Terrorism Coverage Endorsement
AAP 277-TX (01-06)	Silica Exclusion
AAP 283 (06-06)	Coverage Territory Amendment Endorsement
AAP 284 (05-11)	Mutual Aid Endorsement Contract with: Any agreement for fire and/or police aid or support entered into by the Named Insured and any State, City, County or other governmental subdivision for the purpose of mutual aid. Contract Date: As stated and signed too, within the above agreements.
AAP 294 (06-06)	Land Acquisition Endorsement
ALL-21101 (11-06)	Trade or Economic Sanctions Endorsement
AAP 306 (03-08)	Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement
AAP 307 (03-08)	Amendment to Supplementary Payments (Court Cost) Endorsement
9001-TX (11/99)	Texas Changes - Duties
9002-TX (11/99)	Texas Changes - Conditions Requiring Notice
ALL-4Y30f (06/15)	Texas Notice - Information and Complaints

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal date: 8/25/2015 Prepared for City of Lubbock
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Regular City Council Meeting **6. 10.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the City Manager to purchase from American Home Insurance Company a policy for property insurance coverage to include boiler and machinery coverage.

Item Summary

The City purchases property insurance for its structures, contents, and equipment. The coverages include, but are not limited to:

• Special Form Property Policy, formerly known as All Risk, covers direct physical loss up to $400 million. The estimated total value of all City structures, contents, and equipment is in excess of $1.1 billion. A total loss is unlikely. Therefore, $400 million in coverage is recommended.

• Flood and earthquake coverage is limited to $25 million for moderate hazard zones and $10 million for high hazard zones.

• All property and contents, excluding mobile equipment and vehicles, are covered at replacement cost.

• Mobile equipment and vehicles parked at a covered location are covered at actual cash value.

• Boiler and machinery insurance provides coverage for the mechanical failure and damage of generating equipment, boilers, heating, ventilating, air conditioning equipment, pumps and other mechanical equipment, excluding wear and tear.

The City's current coverage, at a premium of $954,923, is a combination of property coverage as well boiler & machinery coverage. This bundling of the property and boiler and machinery coverages affords the City greater coverage and allows access to loss prevention services that include state inspections for all City owned boilers, infrared thermographic testing, oil analysis, and Doble testing on electric generating and distribution equipment.

Acquisition of new properties as well as claims history had an impact on the City's marketability. The City's Broker of Record received only one quote for coverage. American Home Insurance Company, the City's current carrier, submitted a quote for $500 million of coverage and a premium of $1,092,012 which is a 14% increase from FY 2014-15, with an additional one-time engineering fee of $12,500, for a total premium of $1,104,512.

Carriers bind insurance coverage October 1, 2015, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content; therefore we are unable to alter the policy to include the City of Lubbock's arbitration clause. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2015-16 Risk Management Fund.

Staff/Board Recommending
Quincy White, Deputy City Manager

Attachments

Resolution & Property Quote

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, property insurance coverage from American Home Insurance Company, for a premium amount not to exceed a rate of .0944 per $100.00; and

THAT the City Manager may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Leisa Hutcheson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:

_____
Jeff Hartsell, Chief Litigation Attorney

RES.Risk Mgmt-American Home Ins.
August 26, 2015

Commercial property

Named insured:	City of Lubbock
Insurance carrier:	American Home Assurance Company — Admitted A.M. Best rating: A, XV as of 2015
Policy number:	TBD
Policy term:	October 1, 2015 to October 1, 2016
Premium:	$ 1,092,012.00 (Includes Terrorism Premium of $10,128) (Engineering Fees of $12,500 Not Included within the Total Premium)
Coverage:	Property insurance covers your interest against direct physical loss or damage by covered perils to named property that you own or are required to insure. **See attached schedule for locations to be covered.**
Policy form:	Special Form
Perils covered:	Risk of direct physical loss, subject to named policy terms, conditions and exclusions. Includes Equipment Breakdown.

Item 4. Coverage Territory:

United States, its territories and possessions and Puerto Rico, including their respective coastal waters. If any coverage is provided on a worldwide basis, such worldwide coverage shall not include any jurisdiction prohibited or restricted under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. Losses are only covered within the coverage territory.

US TIV:	$1,156,981,164
Canada TIV:	$0
Rest of World TIV:	$0
Total TIV:	$1,156,981,164

Item 5. Premium and Engineering Fees:

A. Total Premium:	$1,092,012
B. Terrorism Premium:	$10,128 (included within the Total Premium)
C. Commission:	NIL
D. Surcharges:	TBD
E. Engineering Fees:	$12,500 (not included within the Total Premium)

Above premiums are exclusive of all taxes, surcharges, and fees unless otherwise shown. State surcharges to be paid by the Insured are not included in the premium above.

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only. This is a quotation of coverage only. It is not a binder. This proposal does not amend or alter the insurance contract.

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
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Commercial property (continued)

Limit of Liability: $500,000,000 (hereinafter, the "Policy Limit") This is our maximum liability in any one occurrence as a result of all covered loss or damage regardless of the number of covered locations, coverages, or Covered Causes of Loss under this Policy.

Sublimits of Liability: Sublimits of liability stated below are part of and not in addition to the Policy Limit shown in Item 6 above. The sublimits are the maximum amount we will pay for all loss or damage arising out of the specific perils or coverages shown below or the maximum number of days for a specific coverage, if applicable. These sublimits of liability and the specified limits of liability contained in the forms, endorsements and extensions attached, if any, are per occurrence unless otherwise indicated.

If the words, NOT COVERED are shown, instead of a limit, sublimit amount or number of days, or if a specified amount or number of days is not shown corresponding to any coverage or Covered Cause of Loss, then no coverage is provided for that coverage or Covered Cause of Loss.

A. Sublimits Applicable to Specified Covered Causes of Loss

1. **Earth Movement:**

   a. **Annual Aggregate: $50,000,000**

   b. Subject to A.1.a. above, the Annual Aggregate for all loss or damage arising out of earth movement for any location wholly or partially within the following states and territory combined: California, Alaska, Hawaii, and Puerto Rico: **Not Covered**

   c. Subject to A.1.a. above, the Annual Aggregate for all loss or damage arising out of earth movement for any location wholly or partially within the Pacific Northwest Earthquake Zone Counties: **Not Covered**

   d. Subject to A.1.a. above, the Annual Aggregate for all loss or damage arising out of earth movement for any location wholly or partially within the New Madrid Earthquake Zone Counties: **Not Covered**

   e. **Other Sublimit(s) Applicable to Earth Movement: Not Applicable**

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Commercial property (continued)

2. **Flood:**

   a. **Annual Aggregate: $50,000,000**

   b. Subject to A.2.a. above, the Annual Aggregate for all loss or damage due to all flood for any location wholly or partially within Special Flood Hazard Areas (SFHA) as defined by the Federal Emergency Management Agency (FEMA): $25,000,000

   c. **Other Sublimit(s) Applicable to Flood: Not Applicable**

3. **Named Storm: $500,000,000** This is our maximum liability in any one occurrence for named storm as a result of all loss or damage (to the extent covered) including, but not limited to, loss or damage from wind, hail, lightning, tornado, rain or water (whether driven by wind or not), flood, or any wind driven objects or debris, regardless of the number of covered locations, coverages, or Covered Causes of Loss under this Policy.

   Other Sublimit(s) Applicable to Named Storm: Not Applicable

   Subject to the applicable Named Storm Sublimit, in the event loss or damage by flood that occurs concurrently or in any sequence with a named storm, the maximum amount we will pay per occurrence for all such loss or damage by flood shall be the sublimits of liability for flood as shown in A.2.a., A.2.b., and/or A.2.c. whichever is/are applicable. However, if flood is not covered, the maximum amount we will pay per occurrence for all such loss or damage by named storm shall exclude loss or damage by flood.

4. **Terrorism:**

   ☐ NOT COVERED ☒ Covered and Included Within the Policy Limit

   This is our maximum liability in any one occurrence for terrorism as a result of all loss or damage regardless of the number of covered locations, coverages, or Covered Causes of Loss under this Policy.

5. **Equipment Breakdown: $100,000,000** This is our maximum liability in any one occurrence for equipment breakdown as a result of all loss or damage regardless of the number of covered locations, coverages, or Covered Causes of Loss under this Policy.

   Other Sublimit(s) Applicable to Equipment Breakdown: Not Applicable

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Commercial property (continued)

B. **Sublimits Applicable to Additional Coverages** – Each of these sublimits is part of, and not in addition to the Policy Limit and any other sublimits shown in Item 7.A. of the Declarations.

1. Accounts Receivable:	$10,000,000
2. Arson or Theft Reward:	$100,000
3. Brands and Labels:	$5,000,000
4. Building Materials At Off Premises Storage For Property Under Construction:	$5,000,000
5. Debris Removal:	$2,500,000 or 25% of direct physical loss or damage to all covered property, whichever is less
6. Deferred Payments:	$250,000
7. Demolition and Increased Cost of Construction:	
Demolition Coverage A:	No Sublimit Applies
Demolition Coverage B:	$25,000,000
Demolition Coverage C:	$25,000,000
8. Electronic Data and Media:	
Covered Causes of Loss (Other Than Cyber Perils):	Included
Cyber Perils:	$5,000,000
9. Errors or Omissions:	$5,000,000
10. Expediting Expenses:	$5,000,000
11. Fairs or Exhibitions:	$5,000,000
12. Fine Arts:	$25,000,000 (maximum $50,000 per item)
13. Fire Brigade Charges and Extinguishing Expenses:	$500,000
14. Fungus, Mold or Spore:	$250,000
15. Installation Coverage:	$1,000,000
16. Land and Water Clean-Up:	$1,000,000

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Commercial property (continued)

17. Locks and Keys:	$100,000
18. Machinery or Equipment Startup Option:	$2,500,000 Applicable to a separate occurrence only
19. Miscellaneous Unnamed Locations:	$5,000,000
20. Money and Securities:	$100,000
21. Newly Acquired Property:	$50,000,000
22. Outdoor Property:	$500,000
23. Pairs or Sets:	No Sublimit Applies
24. Personal Property Not at a Covered Location:	$1,000,000
25. Preservation of Property:	$1,000,000
26. Professional Fees:	$250,000
27. Property Removed From a Covered Location:	$100,000
28. Railroad Rolling Stock:	$1,000,000
29. Salespersons Samples:	$500,000
30. Service Interruption:	$5,000,000
31. Spoilage:	$5,000,000
32. Transit:	$5,000,000
33. Upgrade to Green[5]:	25% of the amount payable for direct physical loss or damage, subject to a maximum of $1,000,000. This includes any Time Element loss attributed to Upgrade to Green.
34. Valuable Papers and Records:	$5,000,000
35. Additional Sublimits:	
Vehicle Physical Damage:	$10,000,000

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Commercial property (continued)

C. **Sublimits Applicable to Additional Time Element Coverages** - Each of these sublimits is part of, and not in addition to the Policy Limit and any other sublimits shown in Item 7.A. of the Declarations.

1.	Attraction Property:	30 days, subject to a maximum of $1,000,000
2.	Contingent Time Element:	$5,000,000

The following sublimits are subject to the Contingent Time Element Sublimit shown in Subsection C.2. above:

a.	Named Supplier/Customer:	5,000,000
b.	Unnamed Supplier/Customer:	5,000,000
3.	Contractual Penalties:	$100,000
4.	Crisis Management:	30 days, subject to a maximum of $100,000
5.	Extended Period of Indemnity:	365 days
6.	Extra Expense:	25,000,000, except $100,000 at Power Generation locations
7.	Ingress & Egress:	30 days, subject to a maximum of $1,000,000
8.	Interruption by Civil or Military Authority:	30 days, subject to a maximum of $1,000,000
9.	Logistics Extra Cost:	$100,000
10.	Rental Value:	$250,000
11.	Royalties:	$100,000
12.	Service Interruption:	$5,000,000 Qualifying period: 24 hours
13.	Soft Costs:	$500,000
14.	Business Income / Business Interruption:	$5,000,000 except

15. Business Income/Business Interruption at Power Generation locations only:

$1,000,000 but only for loss or damage caused directly by a defined peril excluding the cause of loss being explosion or equipment breakdown in which coverage would be NOT COVERED.

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Commercial property (continued)

D. Contractor's Equipment:

$750,000 per item subject to a maximum per occurrence sublimit of $10,000,000

Item 8. Additional Time Element Provisions:

A. Ordinary Payroll:

☒ Provided for 180 days ☐ Not Provided

B. Maximum Operations Period of Indemnity (Gross Profits): 12 months

C. Maximum Construction Period of Indemnity (Gross Profits): 12 months

Item 9. Maximum Amount Payable:

In the event of covered loss or damage hereunder, our liability shall be limited to the lesser of the following:

A. The actual adjusted amount of loss or damage, less applicable deductible(s), or

B. The limit of liability or applicable sublimit of liability shown in this Policy or endorsed onto this Policy.

Item 10. Deductibles: The deductibles shown below apply per occurrence unless otherwise stated.

A. Policy Deductible: $250,000 Applicable to all covered loss or damage unless otherwise stated below or in this Policy.

B. Earth Movement:

1. $250,000 for all loss or damage arising out of earth movement, except if B.2., B.3., B.4. or B.5. below applies;

2. Not Covered of Total Insurable Values at the time of the loss at each covered location involved in the loss or damage, subject to a minimum of Not Covered any one occurrence for all loss or damage arising out of earth movement in California, Hawaii, Alaska, and Puerto Rico;

3. Not Covered of Total Insurable Values at the time of the loss at each covered location involved in the loss or damage, subject to a minimum of Not Covered any one occurrence for all loss or damage arising out of earth movement in the Pacific Northwest Earthquake Zone Counties;

4. Not Covered of Total Insurable Values at the time of the loss at each covered location involved in the loss or damage, subject to a minimum of Not Covered any one occurrence for all loss or damage arising out of earth movement in the New Madrid Earthquake Zone Counties.

5. Other Earth Movement Deductible: Not Applicable

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Commercial property (continued)

C. **Flood:**

1. $250,000 for all loss or damage arising out of flood, except if C.2. or C.3. below applies;

2. 5% of Total Insurable Values at the time of the loss at each covered location involved in the loss or damage, subject to a minimum of $1,000,000 any one occurrence for all loss or damage arising out of flood at any location wholly or partially within Special Flood Hazard Areas (SFHA) as defined by the Federal Emergency Management Agency (FEMA).

3. **Other Flood Deductible: Not Applicable**

D. **Named Storm:**

0% of Total Insurable Values at the time of the loss at each covered location involved in the loss or damage subject to a minimum of $250,000 any one occurrence for all loss or damage arising out of named storm.

Other Named Storm Deductible: Not Applicable

E. **Equipment Breakdown:**

1. If one or more deductibles are shown below, each will be applied separately:

   a. $25,000 for all loss or damage to covered equipment per occurrence

   b. 24 Hours for time element coverage provided under SECTION VI – TIME ELEMENT COVERAGES per occurrence

   c. 0 times the average daily value for time element coverage provided under SECTION VI – TIME ELEMENT COVERAGES during the period of indemnity

   d. 0 hours following the occurrence per covered location for time element coverage provided under SECTION VI – TIME ELEMENT COVERAGES

   As used above, average daily value means your business income that would have been earned during the period of indemnity, divided by the number of operating days in that period.

2. Transformers: $25 per KVA min. $1.50 per KVA, $25,000 minimum per occurrence

3. Electrical Generating Equipment: $100,000 per occurrence

4. Power Generating Stations: $100,000 per occurrence

5. Steam and Gas Turbines and Driven Generators: $250,000 per occurrence

6. Cook #2 54.3 MW Turbine or Generator: $350,000 per occurrence

7. Massengale #8 43 MW Turbine or Generator: $500,000 per occurrence

Additional Deductibles:

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Commercial property (continued)

F. Windstorm or Hail: $250,000 per occurrence

G. LIA Hanger Building #310 (Chaparral) – 5417 N. Walnut: $50,000 per occurrence

H. LIA Warehouse Building #722 (Thiel) – 5500 N. Zenith: $50,000 per occurrence

I. LIA Hanger #32 (G&G Avionics) – 5902 N. Cedar: $50,000 per occurrence

J. LIA Warehouse Building #710 (Nortec) – 2828 E. Dubuque: $50,000 per occurrence

K. LIA Warehouse Building #714 (Marco) – 5612 N. David Ave.: $50,000 per occurrence

L. LIA Warehouse Building #716 (Marco Steel) - 5618 N. David Ave.: $50,000 per occurrence

M. LIA Warehouse Building #721 (Theil) – 5501 N. Zenith: $50,000 per occurrence

N. Time Element: 24 Hours

O. Contractor's Equipment: $25,000 per occurrence (applies to equipment less than $250,000 in value)

P. Contractor's Equipment: $50,000 per occurrence (applies to equipment valued $250,000 or greater)

Q. Electronic Data Processing Equipment (Hardware): $25,000 per occurrence

The following two paragraphs apply to the deductibles set forth in Item 10.A. through 10.Q. above, inclusive:

In each case of loss or damage covered by this Policy, we shall not be liable unless you sustain loss or damage in a single occurrence greater than any applicable deductible described herein. When this Policy covers more than one covered location, the deductible shall apply against the total loss or damage covered by this Policy in any one occurrence, unless otherwise stated herein.

If two or more deductible amounts provided in this Policy apply to a single occurrence, the total to be deducted shall not exceed the largest deductible applicable unless otherwise stated in this Policy. If covered loss or damage by flood occurs concurrently or in any sequence with a named storm, then we shall apply the flood deductible set forth in Item 10.C. or the named storm deductible set forth in Item 10.D., whichever is greater.

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Commercial property (continued)

Special Terms and Conditions:

I. The following provision shown in Subsection B. of SECTION I – INSURING AGREEMENT AND COVERED PROPERTY:

> **5. Equipment breakdown, which means direct physical loss or damage to covered equipment that is the direct result of an accident.**

is deleted in its entirety and replaced with the following:

> **5. Equipment breakdown, which means direct physical loss or damage to covered equipment at a covered location that is the direct result of an accident.**

II. The following provision shown in Subsection B. of SECTION III – VALUATION:

> **12. Contractor's equipment shall be valued at actual cash value, unless an agreed value applies**

is deleted in its entirety and replaced with the following:

> **12. Contractor's equipment shall be valued at replacement cost.**

III. The following provisions are added to Subsection B. of SECTION III – VALUATION:

> **13. Covered Equipment greater than 25 years old shall be valued at actual cash value.**
>
> **14. GasTurbine Generator Units greater than 15 years old shall be valued at actual cash value.**

IV. The following provision shown in SECTION IV – PROPERTY NOT COVERED:

> **14. Transmission and distribution lines of any type or description; except when located on the covered location or within 1000 feet thereof; and**

is deleted in its entirety and replaced with the following:

> **14. Transmission and distribution lines of any type or description; and**

V. The following provisions are added to SECTION IV – PROPERTY NOT COVERED:

> **16. Plastic media used in trickle filters and/or sewage processing equipment.**
>
> **17. Idle Unit(s) at Massengale Station including but not limited to Steam Turbine Generator Unit(s) 4 and 5 and Nordberg Diesel Generator Unit(s). Unit means a boiler, turbine or generator.**
>
> **18. Any Unit(s) that is off-line and/or otherwise inoperative for a period of 90 or more consecutive days, unless the Unit(s) is undergoing repairs. As respects off-line or an otherwise inoperative Unit(s) not undergoing repairs, coverage will be subject to 72-hour waiting period on such a Unit(s) returned to active service. Unit means a boiler, turbine or generator. We shall be notified in advance of any Unit(s) scheduled to undergo startup operations.**

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Commercial property (continued)

VI. The following exclusion is added to the Policy:

We will not pay for the cost to purchase power for resale or to meet your contractual obligations.

VII. The following provision shown in Subsection 4. of SECTION IX – DEFINITIONS:

4. Covered equipment means the following:

a. Equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or

b. Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

The following is not covered equipment:

a. Structure, foundation, cabinet, compartment or air supported structure or building;

b. Insulating or refractory material;

c. Sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;

d. Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;

e. Vehicle or any equipment mounted on a vehicle;

f. Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;

g. Dragline, excavation or construction equipment;

h. Equipment manufactured by you for sale.

is deleted in its entirety and replaced with the following:
4. Covered equipment means the following:

a. Equipment that generates, transmits or utilizes energy, including electronic communications and data processing equipment; or

b. Equipment which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

The following is not covered equipment:

a. Structure, foundation, cabinet, compartment or air supported structure or building;

b. Insulating or refractory material;

c. Sewer piping, underground vessels or piping, or piping forming a part of a sprinkler system;

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d. Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;

e. Vehicle or any equipment mounted on a vehicle;

f. Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;

g. Dragline, excavation or construction equipment;

h. Equipment manufactured by you for sale;
i. Any rotating biological contractor.

VIII. The following provision shown in Subsection 1. of SECTION IX – DEFINITIONS:

1. Accident means a fortuitous event that causes direct physical loss or damage to covered equipment. The event must be one of the following:

a. Mechanical breakdown, including rupture or bursting caused by centrifugal force;

b. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;

c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;

d. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or

e. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

is deleted in its entirety and replaced with the following:

1. Accident means a fortuitous event that causes direct physical loss or damage to covered equipment. The event must be one of the following:

a. Mechanical breakdown, including rupture or bursting caused by centrifugal force;

b. Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;

c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;

d. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or

e. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

Accident does not include cracking of any part exposed to the products of combustion of any gas turbines.

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Commercial property (continued)

IX. Designated Adjuster: Trey Johnson, EGA, York Claims Service, 5501 LBJ Freeway, Suite 300, Dallas, TX 75240

X. Signed Statement of Values, required at binding

XI. Favorable inspections and compliance with recommendations (if any)

NOTICE: The Terrorism Risk Insurance Act of 2002, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2007 (collectively, "TRIA") is scheduled to terminate on December 31, 2014. As such, attached to this quote is the "Terrorism Exclusion (applicable upon termination of the terrorism insurance program)" Endorsement. If the named insured elects to purchase terrorism coverage, this endorsement will be attached to the binder and will become a part of the policy when issued.

In the event that the named insured elects to purchase terrorism coverage, and in the further event that TRIA is terminated or expires as aforesaid, then notwithstanding that the named insured elects to purchase terrorism coverage, such coverage shall cease effective December 31, 2014 in accordance with the terms of the "Terrorism Exclusion (applicable upon termination of the terrorism insurance program)" Endorsement.

PLEASE READ THE ATTACHED ENDORSEMENT CAREFULLY.

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Commercial property (continued)

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE
(RIGHT TO PURCHASE COVERAGE)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

	I hereby elect to purchase terrorism coverage for a prospective premium of $10,128
	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Policyholder/Applicant's Printed Name

Date

96555 (2/08)
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Commercial property
Schedule of locations

Loc #	Address	Building	Contents	Business income	EDP	Signs
	As per schedule on file with insurance company					

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

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute construction contract 12416 with Utility Contractors of America, Inc. of Lubbock, Texas for construction services associated with the Pump Station Intake Metering Project, RFP 15-12416-TF.

Item Summary

The City is currently in the process of adding flow meters within the distribution system to help with the optimization and mass balance of incoming and outgoing flows. This optimization of the system will help to better determine future and existing flows for other agencies within the state (i.e., Texas Water Development Board). As a part of the audit of the City water system it was recommended that a meter be added to monitor the Canadian River Municipal Water Authority (CRMWA) incoming water line. The meter at Pump Station 8 will directly monitor this flow and be a check and balance against the flow data received from CRMWA. The additional flow metering capability will also enhance monitoring of processes in the potable water distribution system and aid future modeling calibrations. Flow metering may also assist regulatory reporting.

After the bidding process occurred it was determined through the current Water Master Plan that Pump Station 6 would be abandoned in the near future. For this reason pump station 6 has been deleted in its entirety from the bid documents in accordance with State purchasing rules.

On August 4 2015, four sealed proposals were received for construction work at the pump stations.

They are as follows:

MH Civil Constructors, Inc. of Amarillo, TX	$ 517,111
Utility Contractors of America, Inc. of Lubbock, TX	640,425
Structural Assurance, LLC of Round Rock, TX	1,011,243
Associated Construction Partners LTD of Boerne, TX	1,113,000

A proposal evaluation committee, appointed by the Chief Water Utilities Engineer, consisted of representatives from Public Works Engineering and Freese and Nichols, Inc. The proposals were evaluated using the following criteria: 60% for Bid Price, 30% Contractor Qualifications, 5% Safety Record, and 5% Construction Time at Pump Station 8.

The proposals were ranked by the evaluation team as follows:

Utility Contractors of America, Inc. of Lubbock, TX	85.75 Points
MH Civil Constructors, Inc. of Amarillo, TX	81.63 Points
Structural Assurance, LLC of Round Rock, TX	56.34 Points
Associated Construction Partners LTD of Boerne, TX	55.60 Points

The evaluation committee recommends the unit price contract be awarded to the highest ranked proposer Utility Contractors of America, Inc. of Lubbock, Texas, in the amount of $640,425. Time for completion is 365 consecutive calendar days.

Fiscal Impact

$2,406,875 is appropriated in Capital Improvement Project 91033, Pumping System Improvements, with $640,425 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 No. 12416 for Pump Station Intake Meters, by and between the City of Lubbock and Utility Contractors of America, 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 Council.

Passed by the City Council this _____, _____.

_____
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-Utility Contractors of America, Inc.-Nbr 12416
8.21.15

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: August 18, 2015

PROJECT NUMBER: **RFP 15-12416-TF – Pump Station Intake Meters**

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 a **Pump Station Intake Meters** 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	QTY (+/-)	U/M	UNIT PRICE	EXTENDED AMOUNT
PS8	**PUMP STATION 8**				
1	Mobilization - Contractor mobilization including move-in, set up, move-out and clean-up cost.	1	LS	15,000.00	15,000.00
2	Provide and maintain a SWPPP - Including preparation, NOI, NOT, and all other work considered incidental to this item.	1	LS	2,000.00	2,000.00
3	Trench Safety - Complete and in place; including TX PE sealed shoring drawings as necessary.	1	LS	2,500.00	2,500.00
4	Cut in and demolish existing SCRC pipe and existing chlorination manhole including all equipment, tools, dewatering, temporary plugging, removal and disposal of pipe as specified herein.	55	LF	275.00	15,125.00
5	Furnish and install gate valve sized for new epoxy coated steel pipe including all hardware, joint fittings, reducing spools, equipment, tools, labor, and supports as herein specified.	2	EA	60,000.00	120,000.00
6	Install electromagnetic flow meter (meter by owner) including joint fittings, adjacent pipe supports, isolation and grounding rings, equipment, tools, labor, and testing as specified herein.	1	LS	10,000.00	10,000.00

Offeror's Initials: LJ

ITEM NO.	DESCRIPTION	QTY (+/-)	U/M	UNIT PRICE	EXTENDED AMOUNT
7	Furnish 8 foot diameter round pre-cast concrete vaults including all concrete floors, integral sump recesses, precast lids with integral access components and ventilation openings, and ladders; and install all elements of vault unit including all excavation, foundation and backfill compaction, joint compounds, knock out of pipe openings, opening seals, equipment, tools, and labor to perform work as herein specified. - OR -	2	EA	48,000.00	96,000.00
8	Furnish 8ft x 6ft rectangular pre-cast concrete vaults including all concrete floors, integral sump recesses, precast lids with integral access components and ventilation openings, and ladders; and install all elements of vault unit including all excavation, foundation and backfill compaction, joint compounds, knock out of pipe openings, opening seals, equipment, tools, and labor to perform work as herein specified..	2	EA		No Bid
9	Epoxy Coated Steel pressure pipe. (sized to replace existing 33" SCRC Hanson pipe)	55	LF	1,000.00	55,000.00
10	Furnish and install SCRC pipe (as required for thrust restraint joining) including additional pipe removal and excavating, embedment, backfilling, joint welding and mortar, equipment, tools, testing, and labor as specified by Hanson Precast, Inc.	90	LF	260.00	23,400.00
11	Furnish 12 foot diameter round pre-cast concrete vaults including all concrete floors, integral sump recesses, precast lids with integral access components and ventilation openings, and ladders; and install all elements of vault unit including all excavation, foundation and backfill compaction, joint compounds, knock out of pipe openings, opening seals, equipment, tools, and labor to perform work as herein specified. - OR -	1	EA		No Bid
12	Furnish 10ft x 10ft rectangular pre-cast concrete vaults including all concrete floors, integral sump recesses, precast lids with integral access components and ventilation openings, and ladders; and install all elements of vault unit including all excavation, foundation and backfill compaction, joint compounds, knock out of pipe openings, opening seals, equipment, tools, and labor to perform work as herein specified.	1	EA	46,000.00	46,000.00
13	Furnish and install Dismantling Joint as herein specified.	1	EA	8,700.00	8,700.00

Offeror's Initials: [signature]

ITEM NO.	DESCRIPTION	QTY (+/-)	U/M	UNIT PRICE	EXTENDED AMOUNT
14	Provide 4" Blow off valve assembly.	1	EA	2,400.00	2,400.00
15	Provide 2" Test port taps.	1	EA	550.00	550.00
16	Provide cement stabilized flowable backfill material.	40	CY	135.00	5,400.00
17	Furnish, test, and install all associated electrical, instrumentation and mechanical equipment and appurtenances to support the intake meter at Pump Station No.8 including the electrical, instrumentation, and mechanical equipment, training, testing and all installation work completed and all other items not specifically noted elsewhere as shown in the plans and described in the specifications, complete and in place.	1	LS	110,000.00	110,000.00
TOTAL PUMP STATION 8 (ITEMS 1-17)				$	512,075.00

Liquidated damages will be assessed if work on "Critical Operations" is not completed within the time indicated for **PUMP STATION 8**. These items are critical to the pump station operation. Loss of pump station operations can subject the Owner to loss of revenue, additional operations cost, and fines from regulatory agencies. Liquidated damages have been established for critical operation for Pump Station 8 – Maximum time out of operation is **30 CALENDAR DAYS** and must be performed during the months of October, 2015 to February, 2016. Liquidated Damages are **$1,000 PER CALENDAR DAY** and will be assessed for each day operations have not been restored over 30 days and/or each day past February 29th, 2016.

ITEM NO.	DESCRIPTION	QTY (+/-)	U/M	UNIT PRICE	EXTENDED AMOUNT
PS6	PUMP STATION 6				
ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
	Mobilization - Contractor mobilization including move-in, set up, move-out and clean up cost.			5,000.00	5,000.00
	Provide and maintain a SWPPP - Including preparation, NOI, NOT, as required by City staff and all other work considered incidental to this item.			3,000.00	3,000.00
	Locate, survey and stake alignment for water lines [illegible] contract drawings.			1,000.00	1,000.00
	Trench Safety - Complete and in place; including TX PE sealed shoring drawings as necessary.			3,500.00	3,500.00
	Furnish and install 12" diam. electromagnetic flow meter including adjacent cut in, fittings, pipe supports, isolation and grounding rings, equipment, tools, labor, and testing as specified herein.		EA	1,500.00	1,500.00
	Furnish 6ft x 6ft rectangular pre-cast concrete vaults including all concrete floors, integral sump recesses, precast lids with integral access components and ventilation openings, and ladders; [illegible] excavation, foundation and backfill compaction, joint compounds, knock out of pipe openings, opening seals, equipment, tools, and labor to perform work as herein specified.			30,000.00	30,000.00
	Furnish, test, and install all associated electrical, instrumentation and mechanical equipment and appurtenances to support the intake meter at Pump Station No.6 including the electrical, [illegible] training, testing and all installation work completed and all other items not specifically noted elsewhere as shown in the plans and described in the specifications, complete and in place.		LS	30,000.00	30,000.00
	[illegible]				75,000.00

Offeror's Initials: AZ

ITEM NO.	DESCRIPTION	QTY (+/-)	U/M	UNIT PRICE	EXTENDED AMOUNT
PS3	ALTERNATE BID ITEM - PUMP STATION 3				

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
25	10'x8' rectangular pre-cast concrete vaults including all concrete floors, integral sump recesses, precast lids with integral access components and ventilation openings, and ladders; and install all elements of vault unit including all excavation, foundation and backfill compaction, joint compounds, knock out of pipe openings, opening seals, equipment, tools, and labor to perform work as herein specified.	1	EA	37,000.00	37,000.00
26	Furnish and install 20" diam. electromagnetic flow meter including additional connecting pipe and reducer spools (as required), joint fittings, adjacent pipe supports, isolation and grounding rings, equipment, tools, labor, and testing as specified herein.	1	EA	20,000.00	20,000.00
27	Flowable backfill as approved, complete and in place per COL Specifications.	10	CY	135.00	1,350.00
28	Furnish, test, and install all associated electrical, instrumentation and mechanical equipment and appurtenances to support the intake meter at Pump Station No.6 including the electrical, instrumentation, and mechanical equipment, training, testing and all installation work completed and all other items not specifically noted elsewhere as shown in the plans and described in the specifications, complete and in place.	1	LS	70,000.00	70,000.00
	TOTAL PUMP STATION 3 (ITEMS 25-28)			**$**	128,350.00

PROJECT TOTAL ([redacted])	**$**	[redacted]
(Items 1-17 & 25-28)		$640,425.00

PROPOSED CONCSTRUCTION TIME FOR PUMP STATION 8:

1. Contractors proposed CONTRUCTION TIME for completion:

   TOTAL CALENDAR DAYS: 29

Offeror's Initials: LR

Offeror hereby agrees to commence the work on **PUMP STATION 8** on a date to be specified in a written "Notice to Proceed" of the Owner and to complete **PUMP STATION 8** within **30 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 **$1,000** for each consecutive calendar day in excess of the time set forth herein above for completion of **PUMP STATION 8**, 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 substantially complete the project, including all three pump stations within **365 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 **$300** for each consecutive calendar day in excess of the time set forth herein above for completion of **PUMP STATION 6 and PUMP STATION 3**, 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 **70** calendar days after the scheduled closing time for receiving proposals.

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

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

_____ Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of Five Percent Dollars ($ 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: August 18, 2015

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 07/14/15
Addenda No. 2 Date 07/30/15
Addenda No. 3 Date 08/04/15
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: projects@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

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

City of Lubbock, TX
Capital Project
Project Cost Detail
September 10, 2015

Capital Project Number:	91033
Capital Project Name:	Pumping System Improvements

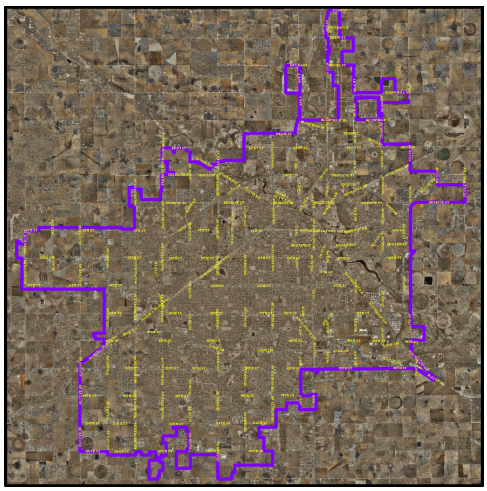
	Budget
Encumbered/Expended	
City of Lubbock staff time	$ 29,339
Professional Services	2,787
Advertisement	414
Pump System Maintenance & Equipment	261,099
Pumping System Improvements	242,746
FNI Engineering Services Contract 11509	52,188
Agenda Item September 10th, 2015	
UCA Construction Contract 12416	640,425
Encumbered/Expended to Date	1,228,998
Estimated Costs for Remaining Appropriation	
Pumping System Replacement	1,177,877
Remaining Appropriation	1,177,877
Total Appropriation To Date	$ 2,406,875

Managing Department **Pumping and Control**

Project Manager **Bruce Blalack**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Purchase and install equipment; modify and/or rehabilitate existing equipment, facility, and pumping system; and other major maintenance activities.

Project Justification

Replacing and updating aged infrastructure decreases emergency maintenance expenditures and reduces system failures.

Project History

The project is an annual program that ensures continuous and reliable water service.

$100,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.
$222,390 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$884,485 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$1.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
Reduced funding by $1.0 million in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.
$200,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$500,000 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
Construction	2,406,875	400,000	250,000	500,000	500,000	500,000	500,000	5,056,875
Total Project Appropriation	2,406,875	400,000	250,000	500,000	500,000	500,000	500,000	5,056,875

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 2009 10-year Water Revenue CO's	822,390	0	0	0	0	0	0	822,390
FY 2010 10-year Water Revenue CO's	384,485	0	0	0	0	0	0	384,485
FY 2011 10-year Water Revenue CO's	500,000	0	0	0	0	0	0	500,000
FY 2012 10-year Water Revenue CO's	200,000	0	0	0	0	0	0	200,000
FY 2015 10-year Water Revenue CO's	500,000	0	0	0	0	0	0	500,000
FY 2016 10-Year Water Revenue CO's	0	400,000	0	0	0	0	0	400,000
FY 2017 10-Year Water Revenue CO's	0	0	250,000	0	0	0	0	250,000
FY 2018 10-year Water Revenue CO's	0	0	0	500,000	0	0	0	500,000
FY 2019 10-year Water Revenue CO's	0	0	0	0	500,000	0	0	500,000
FY 2020 10-Year Water Revenue CO's	0	0	0	0	0	500,000	0	500,000
FY 2021 10-Year Water Revenue CO's	0	0	0	0	0	0	500,000	500,000
Total Funding Sources	2,406,875	400,000	250,000	500,000	500,000	500,000	500,000	5,056,875

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

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution – Water Resources: Consider a resolution authorizing the Mayor to execute contract 12513 with the U.S. Department of Interior Bureau of Reclamation (USBR) WaterSMART Title XVI Water Reclamation and Reuse Program a grant agreement for financial assistance associated with a water reuse feasibility study.

Item Summary

The 2012 Texas State Water Plan identified water reuse as a significant water conservation and water management strategy to support future water needs in the state. The City of Lubbock's 2013 Strategic Water Supply Plan includes several direct and indirect potable reuse strategies. However, in the Plan, it was recognized that this initial high-level assessment of reclaimed water options needs to be refined through the development of a more detailed feasibility study specifically focusing on potable water reuse. While planning for a more detailed feasibility study, City staff became aware of financial assistance available through the (USBR) WaterSMART Title XVI Water Reclamation and Reuse Program.

On March 26, 2015, the City Council approved a resolution authorizing the Director of Water Utilities to execute and submit a grant application for financial assistance.

The USBR has awarded the City $150,000 to assist in performing a water reuse feasibility study. This contract is for the acceptance of the grant award. The City's matching portion of the associated water reuse evaluation will be $229,342.

Fiscal Impact

The grant will provide $150,000 that will need to be appropriated in the Capital Project which will require a budget amendment on a future council meeting.

Staff/Board Recommending

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

Attachments

Resolution - USBR Water Reuse Study

Proposed Reclamation Agreement -USBR

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 Assistance Agreement for a Potable Water Reuse Feasibility Study, by and between the City of Lubbock and U. S. Department of the Interior, Bureau of Reclamation, 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 _____, _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Agrmnt-COL & US Dept of the Interior, Bureau of Reclamation
8.25.15

7-2279 (01-2014)
Bureau of Reclamation

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
ASSISTANCE AGREEMENT

1A. AGREEMENT NUMBER	1B. MOD NUMBER	2. TYPE OF AGREEMENT	3. CLASS OF RECIPIENT
R15AP00067	000	☐ GRANT ☒ COOPERATIVE AGREEMENT	Local Government

4. ISSUING OFFICE
Department of the Interior
Bureau of Reclamation
Great Plains Region
P.O.Box 36900
Billings, MT 59017-6900

5. RECIPIENT
City of Lubbock Water Utilities
4709 66th Street
Lubbock, TX 79414
Telephone: 806-775-2585

EIN #:	75-60000590-6	County:	Lubbock
DUNS #:	0582138930000	Congress. Dist:	TX-19

6. GRANTS MANAGEMENT SPECIALIST
Lindsey Nafts
Grants Officer
Bureau of Reclamation
P.O.Box 36900
Billings, MT 59017-6900
Telephone: 406-247-7684
E-mail: lnafts@usbr.gov

7. RECIPIENT PROJECT MANAGER
Mr. Aubrey A. Spear, P.E.
Director of Water Utilities
City of Lubbock
P.O.Box 2000
Lubbock, TX 79457-2000
Telephone: 806-775-2585
Email: aspear@mylubbock.us

8. GRANTS OFFICER TECHNICAL REPRESENTATIVE
Anna Hoag
Bureau of Reclamation
Oklahoma-Texas Area Office
5316 Highway 290 West, Suite 110
Austin, TX 78735-8931
Telephone: 512-899-4167
Email: ahoag@usbr.gov

9A. INITIAL AGREEMENT EFFECTIVE DATE:
See Block 17

9B. MODIFICATION EFFECTIVE DATE:
NA

10. COMPLETION DATE
September 30, 2017

11A. PROGRAM STATUTORY AUTHORITY
Public Law 102-575, Section 1602c and Section 1604

11B. CFDA Number
15.504

12. FUNDING INFORMATION	RECIPIENT/OTHER	RECLAMATION
Total Estimated Amount of Agreement	$229,342	$150,000
This Obligation	$229,342	$150,000
Previous Obligation	$0	$0
Total Obligation	$229,342	$150,000
Cost-Share %	60%	40%

13. REQUISITION NUMBER
20079448

14A. ACCOUNTING AND APPROPRIATION DATA
15RX0680B1 RX.50651880.FES0000 RR06450000

14B. TREASURY ACCOUNT FUNDING SYMBOL
14X0680

15. PROJECT TITLE
City of Lubbock Potable Water Reuse Implementation Feasibility Study

16a. Acceptance of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the above-named recipient

BY: _____

DATE: _____

16b. NAME, TITLE, AND TELEPHONE NUMBER OF SIGNER :
Glen C. Robertson, Mayor
Ph. (806) 775-2010

16c. ATTEST:
_____
Rebecca Garza, City Secretary
Ph. (806) 775-2025

17a. Award of this Assistance Agreement in accordance with the terms and conditions contained herein is hereby made on behalf of the United States of America, Department of the Interior, Bureau of Reclamation

BY: _____

DATE: _____

17b. NAME OF GRANTS OFFICER :
Lindsey Nafts
Ph. (406) 247-7684

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Cooperative Agreement
Between
Bureau of Reclamation
And
City of Lubbock, Texas
For
City of Lubbock Potable Water Reuse Implementation Feasibility Study

I. OVERVIEW AND SCHEDULE

1. AUTHORITY

This Cooperative Agreement (Agreement) is entered into between the United States of America, acting through the Department of the Interior, Bureau of Reclamation, hereinafter referred to as "Reclamation," and City of Lubbock, Texas, hereinafter referred to as the "Recipient" or "Grantee," pursuant to Public Law 111-11, Section 9504(a). The following section, provided in full text, authorizes Reclamation to award this financial assistance agreement:

SEC. 9504. WATER MANAGEMENT IMPROVEMENT.
(a) Authorization of Grants and Cooperative Agreements –
(b)
(1) AUTHORITY OF SECRETARY – The Secretary may provide any grant to, or enter into an agreement with, any eligible applicant to assist the eligible applicant in planning, designing, or constructing any improvement - -
(A) to conserve water;
(B) to increase water use efficiency;
(C) to facilitate water markets;
(D) to enhance water management, including increasing the use of renewable energy in the management and delivery of water;
(E) to accelerate the adoption and use of advanced water treatment technologies to increase water supply;
(F) to prevent the decline of species that the United States Fish and Wildlife Service and National Marine Fisheries Service have proposed for listing under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) (or candidate species that are being considered by those agencies for such listing but are not yet the subject of a proposed rule);
(G) to accelerate the recovery of threatened species, endangered species, and designated critical habitats that are adversely affected by Federal reclamation projects or are subject to a recovery plan or conservation plan under the Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) under which the Commissioner of Reclamation has implementation responsibilities; or

(H) to carry out any other activity to address any climate-related impact to the water supply of the United States that increases ecological resiliency to the impacts of climate change; or

(I) to prevent any water-related crisis or conflict at any watershed that has a nexus to a Federal reclamation project located in a service area.

2. PUBLIC PURPOSE OF SUPPORT OR STIMULATION

Beneficiaries of this feasibility study will be the citizens and customers of City of Lubbock Water Utilities; this includes Lubbock, Shallowater, Ransom Canyon, and Buffalo Springs, Texas. The City of Lubbock will refine the high-level assessment of reclaimed water options from the City's Strategic Water Supply Plan completed in 2013 to develop a more detailed feasibility study specifically focusing on potable water reuse. The potable reuse options that will be evaluated as part of this study include indirect potable reuse for surface water and groundwater augmentation as well as direct potable reuse for customers within the City of Lubbock.

3. BACKGROUND AND OBJECTIVES

The City of Lubbock is located in Lubbock County, and is centrally positioned in the South Plains Region of Texas. Lubbock is part of the Texas Water Development Board (TWDB) 21-county Llano Estacada Regional Water Planning Area (also known as Region O). The Llano Estacada Region is semi-arid and has limited surface water. Typical surface water in the region is limited to ephemeral stream flows and stormwater collected in playa lakes. In addition, several larger water supply reservoirs have been developed that impound major streams.

Lubbock's current water supply relies on both surface and groundwater and comes from the following sources:

- Canadian River Municipal Water Authority (CRMWA) supplies
  - Lake Meredith (limited use)
  - Roberts County Well Field
- Bailey County Well Field
- Lake Alan Henry

In addition to these conventional sources, the City has been providing reclaimed water from its Southeast Water Reclamation Plant (SEWRP) to the Xcel Energy Jones Power Plant (previously Southwestern Public Service) since 1968. The City also contracted with two private cotton farming operations in 2012 and provides reclaimed water to these farms when water is available.

The City has been proactive in planning for future water supply to meet projected future growth and demands. The most recent Strategic Water Supply Plan was completed in 2013 and identified several potential water supply options that would augment existing supplies through potable water reuse strategies. The evaluation of potable reuse options in the Strategic Water Supply plan was performed at a high level and was intended to serve as a starting point for a more detailed evaluation of each alternative.

Subsequent to the 2013 Strategic Water Supply Plan, the City budgeted funds to perform detailed evaluations of the three identified potable reuse strategies: indirect potable reuse (IPR) through groundwater augmentation; IPR through surface water augmentation; and direct potable reuse (DPR). Some of these funds have already been used to support a follow-on study focusing on ASR and groundwater IPR, which is ongoing. In addition, the City has supported and participated in several other collaborative research projects related to potable reuse. These include:

- Texas Water Development Board (TWDB) project to develop a resource document for DPR. This project will be completed in March 2015;
- WateReuse Research Foundation Project WRRF 12-06; Guidelines for Engineered Storage Systems; and
- WateReuse Research Foundation Project WRRF 13-02; Model Public Communication Plan for Advancing DPR Acceptance

The City will use funding from the Title XVI Feasibility grant program, supported by matching funds, to perform a detailed feasibility study that leverages the initial information developed through the Strategic Water Supply Plan, the ongoing ASR/groundwater IPR study and the TWDB DPR project. The goal of this feasibility study is to prepare a detailed evaluation and comparison of potable water reuse alternatives and identify the best strategy for future development and implementation of water reuse for the City of Lubbock.

4. PERIOD OF PERFORMANCE AND FUNDS AVAILABILITY

This Agreement becomes effective on the date shown in Block 17a of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The Agreement shall remain in effect until the date shown in Block 10 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. The period of performance for this Agreement may only be modified through written modification of the Agreement by a Reclamation Grants Officer (GO).

No legal liability on the part of the Government for any payment may arise until funds are made available, in writing, to the Recipient by the Grants Officer. The total estimated amount of federal funding for this agreement is $150,000, all of which is available upon execution of award, as indicated by “this obligation” within Block 12 of Form 7-2279, United States of America, Department of the Interior, Bureau of Reclamation, Assistance Agreement. Subject to the availability of Congressional appropriations, subsequent funds will be made available for payment through written modifications to this agreement by a Reclamation Grants Officer.

5. SCOPE OF WORK AND MILESTONES

The purpose of this feasibility study is to identify a strategy for augmentation of Lubbock's potable water supply with reclaimed water that is first and foremost protective of public health and the environment, and is also reliable and sustainable, while minimizing the financial impact to the City. Assessment of the feasibility of Potable Water Reuse Implementation for the City of Lubbock will be performed by completing the tasks described below.

Semiannual Reporting Period No. 1: October 1, 2015 – March 31, 2016

Task 1 - Preliminary Project Planning/Background Information

- Gather, review, and summarize previous reports relevant to water reuse and water supply, including but not limited to:
    - City of Lubbock Strategic Water Supply Plan, February 2013
    - Canyon Lakes Water Reuse Project, March 2012
    - Improvements to the SEWRP, Design Memorandum, August 2007
    - City of Lubbock Wastewater Master Plan, 2009
    - Llano Estacada Regional Water Planning Area, Regional Water Plan, 2011
    - Northwest Water Reclamation Plant Feasibility Study, 2012
    - Northwest Water Reclamation Plant Final Design Report, 2014
- Summarize the City's current and projected water and wastewater situation:
    - Water demands through 2060.
    - Water supplies through 2060, potential sources of additional water, and plans for new water facilities.
    - Water quality concerns for the current and projected water supplies
    - Wastewater flows through 2060, disposal options, and plans for new wastewater facilities.
- Describe the need for additional water supply to be provided through a potable reuse project. Provide a general description of the potential project(s), identifying the project sponsor and affected entities.
- Describe the study area. Illustrate the study area on a GIS map.

Task 2 - Water Reclamation and Reuse Opportunities

Identify opportunities for water reclamation and reuse in the study area:

- Using information gathered from Task 1, provide a review of potential uses for reclaimed water in the study area. Since the focus of the evaluation is on potable reuse strategies, a detailed evaluation of additional nonpotable reuse customers will not be performed.
- Using information gathered in Task 1, define the need and market for reclaimed water in the study area.
- Identify potential barriers to implementing a reuse project, such as physical constraints, public acceptance, institutional and regulatory issues, costs, etc. Identify methods to eliminate obstacles which may inhibit the use of reclaimed water, including pricing.

Task 3 - Reclaimed Water Sources and Reuse Technology

Identify the sources of reclaimed water and current and future reuse technologies:

- Potential sources of reclaimed water include the Southeast Water Reclamation Plant (SEWRP) and the future Northwest Water Reclamation Plant (NWWRP), scheduled to be operational in 2018. Both plants are/will be owned and operated by the City of Lubbock. Describe these facilities, including the following information:
    - Treatment capacities, existing and projected flows, and quantities of available reclaimed water.

  - Treatment processes, design criteria, and plans for future facilities.
  - Reclaimed water quality:
    - Document the quality of the effluent from the SEWRP. Identify additional data necessary to evaluate reclaimed water quality requirements, if any, and request that the City perform laboratory analyses. Identify any parameters that limit the use of SEWRP effluent for eventual potable reuse and additional treatment processes necessary to remove the limitation.
    - Document the effluent discharge permit limits and projected quality of the effluent from the NWWRP.
    - Review current and pending effluent discharge permit limits for the existing SEWRP and identify potential regulatory changes that could impact effluent quality.
- Describe current use of reclaimed water from the SEWRP. Define type of use and amount of water reused. Prepare a map showing existing reclaimed water pipelines and use sites.
- Summarize water reclamation and reuse technology currently in use and opportunities for development of improved technologies to augment the potable water supply.

Semiannual Reporting Period No. 2: April 1, 2016 – September 30, 2016

Task 4 - Water Supply Alternatives

Evaluation of water supply alternatives will consider potable water reuse options as well as non-reuse water supply options to meet future water demands. The potable reuse options to be considered include:

1. Indirect potable reuse (IPR) - surface water augmentation. Several potential surface water IPR strategies were considered as part of the 2013 Strategic Water Supply Plan. These strategies will be used as a starting point to further develop potential surface water IPR options to be evaluated in the feasibility study.
2. Indirect potable reuse (IPR) - groundwater augmentation. The City is currently performing a study to evaluate the feasibility of ASR and groundwater IPR. Results from this study will be used as a starting point to further develop a groundwater IPR option.
3. Direct potable reuse (DPR) - several potential DPR scenarios were considered in the 2013 Strategic Water Supply Plan. In addition, the City was sponsor and participated in the Texas Water Development Board project to develop a resource document for DPR. Information from these studies will be used as a starting point to develop potential DPR options to be considered.

Non-reuse alternatives to be evaluated will include the following strategies considered in the 2013 Strategic Water Supply Plan:

1. Development of Phase 2 of surface water supply from Lake Alan Henry
2. Development of an additional transmission line from the Roberts County Well Field to the CRMWA aqueduct

The evaluation of water supply alternatives will include the following sub-tasks:

- Define the water supply objectives that all alternatives are to meet.
- Define water quality performance targets for each potable reuse alternative, including pathogen removal goals, chemical targets and aesthetic goals.
- An initial screening evaluation of potable reuse alternatives will be performed using available information developed from existing studies. A decision matrix summarizing cost and non-cost factors will be used as a tool to identify no more than three recommended potable reuse alternatives for subsequent detailed evaluation. A workshop with City staff will be held to review the decision matrix and discuss criteria, weighting factors and rankings.
- Describe water supply alternatives (other than the proposed reuse alternatives) to meet the objectives, including benefits of each alternative, total project cost, life cycle cost, and corresponding cost of the project water produced expressed in dollars per million gallons and/or dollars per acre-foot.
- Define up to three treatment process schemes for each potable reuse alternative. Document how each scheme will meet established water quality performance targets.
- Develop conceptual treatment and conveyance designs for each of the potable reuse alternatives. Illustrate system infrastructure for each alternative on a GIS map.
    - Identify the general infrastructure, including but not limited to, wastewater treatment upgrades, advanced water treatment, pipelines, pump stations, etc., that is needed to treat and convey reclaimed water while meeting Federal and State legal and permitting requirements.
- Describe waste-stream discharge treatment and disposal water quality requirements for each of the alternatives.
    - Evaluate alternatives for disposal of concentrate for treatment schemes that generate concentrate streams (such as reverse osmosis)
        - Determine expected concentrate water quality based on available data.
        - Evaluate the feasibility of a surface discharge of concentrate
            - Define receiving water quality requirements
            - Define any additional treatment needed to meet receiving water quality goals
    - Evaluate other strategies for disposal, as needed, which may include:
        - Deep well injection
        - Evaporation ponds/mechanical evaporators
        - Additional advanced treatment to reduce volume of concentrate stream or achieve zero liquid discharge
    - Define strategies for discharge treatment or disposal of other waste-stream residuals generated by each potable reuse treatment scheme.

Task 5 - Costs and Benefits

Develop cost and benefit information for each of the potable reuse project alternatives:

- Develop life-cycle cost estimates. The level of detail will be as required for feasibility studies in RM D&S, Cost Estimating (FAC 09-01). Estimates will include:
    - Capital costs, including expenditures for major structures and facilities and other types of construction and non-construction expenses.

  - Annual operation, maintenance, and replacement costs.
  - Unit costs in terms of dollars per million gallons and/or dollars per acre-foot of capacity.
- Prepare a tabular comparison of life-cycle costs for the potable reuse alternatives with life-cycle costs developed for non-reuse alternatives (developed in Task 4).
- Identify and analyze potential benefits, including but not limited to, the following:
  - Reduction, postponement, or elimination of development of new or expanded water supplies;
  - Reduction or elimination of the use of existing diversions from natural watercourses, or withdrawals from aquifers;
  - Reduction of demand on existing Federal or other water supply facilities; and
  - Reduction, postponement, or elimination of new or expanded wastewater facilities.
- Where sufficient information is available, develop quantitative benefit estimates for the potable reuse alternatives.
- For benefits that are difficult to quantify (e.g., a drought tolerant water supply, reduced water importation, and other social or environmental benefits), provide qualitative descriptions of the benefits.

Semiannual Reporting Period No. 3: October 1, 2016 – March 31, 2017

Task 6 - Energy Evaluation

Efficient use of energy will be a significant consideration in the development of and evaluation of each of the potable reuse alternatives.

- Evaluate the energy requirements of each of the potable reuse alternatives and prepare a tabular comparison of projected energy usage.
- Evaluate potential energy saving measures that could be integrated into the design of new treatment facilities, such as energy recovery systems and/or variable frequency drives.
- Evaluate the feasibility of including renewable energy elements as part of the project by
  - Purchasing energy from a local utility that provides renewable energy
  - Integrating renewable energy components into the treatment and conveyance systems, such as wind turbines, solar panels or micro-turbines.

Task 7 - Environmental Considerations and Potential Effects

For the potable reuse alternatives, identify environmental considerations and potential impacts:

- Describe potentially significant impacts on endangered or threatened species, public health or safety, natural resources, regulated waters of the United States, or cultural resources.
- Describe potentially significant environmental effects or unique or undefined environmental risks.
- Describe the status of required Federal, state, tribal, and/or local environmental compliance measures, including copies of any documents that have been prepared, or results of any relevant studies.

- Describe other available information that would assist with assessing the measures that may be necessary to comply with the National Environmental Policy Act (NEPA) and other applicable Federal, state, or local environmental laws such as the Endangered Species Act or the Clean Water Act. ·
- Describe how the proposed potable reuse alternatives will affect water supply and water quality from the perspective of a regional, watershed, aquifer, or river basin condition.
- Describe the extent of public involvement in the feasibility study and summarize comments received, if any.
- Describe the potential effects the project may have on historic properties. Include potential mitigation measures, the potential for adaptive reuse of facilities, an analysis of historic preservation costs, and the potential for heritage education, if necessary.

Task 8 - Legal and Institutional Requirements

Identify legal and institutional requirements or barriers to implementation of the proposed potable reuse alternatives:

- For direct potable reuse, use information developed in the Texas Water Development Board Direct Potable Reuse Resource Document to inform identification of legal issues.
- Identify permits required for implementation. These may include, but not be limited to State Chapter 21 O authorizations, Federal 404 permits, State permits under Chapter 290, or State TPDES discharge permits.
- Identify water rights issues, including rights to wastewater discharges, potentially resulting from implementation of the proposed potable reuse alternatives.
- Identify the need for multi-.jurisdictional or interagency agreements, any coordination undertaken, and any planned coordination activities.
- Describe permitting procedures required for the implementation of water reclamation projects in the study area and any measures that the City can implement that could speed the permitting process.
- Describe any unresolved issues associated with implementing the proposed water reclamation and reuse project, how and when such issues will be resolved, and how the project would be affected if such issues are not resolved.
- Identify current and projected wastewater discharge requirements resulting from the proposed potable reuse alternatives. Depending on the outcome of the concentrate disposal evaluation, this discussion may include requirements for disposal of concentrate through a surface discharge.

Task 9 - Economic Analysis and Selection of Water Supply Alternative

Taking into account information developed in the previous tasks, perform an economic analysis of the proposed potable reuse alternatives relative to other water supply alternatives and select the City's preferred water supply alternative:

- Describe current study area conditions and provide projections of the future with and without the project. Describe how the project can alleviate economic problems and meet future water demands.

- Compare the costs of the potable reuse alternatives and the other water supply alternatives. Cost comparisons will be based on meeting the same water demands and will use the same interest rates and analysis periods.
- Select a preferred alternative. Justify the selection in terms of meeting objectives, demands, needs, cost effectiveness, and other criteria important to the decision.

Task 10 - Public Outreach Plan

- Document available resources and tools developed by the WateReuse Research Foundation and other utilities related to public outreach.
- Provide recommendations for public outreach and education strategies that may be used to communicate with the public regarding implementation of the recommended Title XVI project.

Semiannual Reporting Period No. 4: April 1, 2017 – September 30, 2017

Task 11 - Implementation and Funding Plan

Develop an implementation and funding plan, including the following information:

- A plan for implementing the preferred alternative:
  - Describe the treatment and infrastructure requirements.
  - Describe the extent to which the proposed alternative will use proven technologies and conventional system components.
  - Identify basic research needs, if any.
    - Describe research needs associated with the proposed potable reuse project, including the objectives to be accomplished through research. Depending on treatment schemes identified, pilot- and/or bench-scale testing of treatment processes will likely be necessary to obtain TCEQ approval. Research related to concentrate disposal strategies may also be identified.
      - Describe the basis for Reclamation participation in the identified research.
      - Identify the parties who will administer and conduct necessary research.
  - Develop a schedule for implementation of the preferred alternative, including basic research, including pilot-testing, design and construction, customer contracts, permitting, and other necessary elements.
- A plan for funding the proposed project construction, operation, maintenance, and replacement costs:
  - Describe the willingness of the City to pay for its share of capital costs and the full operation, maintenance, and replacement costs.
  - Describe how the City will pay construction, annual operation and maintenance, and replacement costs. Identify the potential sources of revenue, including grants and/or loans that may be available to fund design and construction of the preferred alternative.

- Describe all Federal and non-Federal sources of funding and any restrictions on such sources, for example, minimum or maximum cost-share limitations.
- Describe the reasonably foreseeable future actions that the City would take if Federal funding were not provided for the proposed water reclamation and reuse project, including estimated costs.

Task 12- Final Report

Prepare a Title XVI feasibility report that organizes and describes work performed in the previous tasks and meets applicable requirements of RM Directives & Standards WTR 11-01.

Task 13 -- Project Administration

Monitor the project staffing, budget and schedule during the project. Provide semi-annual financial and program performance reports to the Bureau of Reclamation.

6. RESPONSIBILITY OF THE PARTIES

6.1 Recipient Responsibilities

6.1.1 The Recipient shall carry out the Scope of Work (SOW) in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable, and shall obtain all required approvals and permits. If the SOW contains construction activities, the Recipient is responsible for construction inspection, oversight, and acceptance. If applicable, the Recipient shall also coordinate and obtain approvals from site owners and operators.

6.1.2 The Recipient shall prepare a Title XVI feasibility report that meets requirements set for the under Reclamation's Directives & Standards, *Title XVI Water Reclamation and Reuse Program Feasibility Study Review Process* (WTR 11-01). The draft report shall be submitted to Reclamation for review and approval by September 30, 2017.

6.2 Reclamation Responsibilities

6.2.1 Reclamation will monitor and provide Federal oversight of activities performed under this Agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment requests, and any other deliverables identified as part of the SOW. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, Reclamation may also provide technical assistance to the Recipient in support of the SOW and objectives of this Agreement.

6.2.2 Substantial involvement by Reclamation is required during the performance of activities funded under this Cooperative Agreement. In support of this agreement, Reclamation will be responsible for the following:

1. Coordinate with the Recipient to ensure that the Feasibility Report content requirements as set forth in the Reclamation's Directives and Standards, WTR 11-01 are met.
2. Reclamation staff will review and approve the Feasibility Report in accordance with the process as set forth in the Reclamation Directives and Standards, WTR 11-01.

7. BUDGET

7.1 Budget Estimate. The following is the estimated budget for this Agreement. As Federal financial assistance agreements are cost-reimbursable, the budget provided is for estimation purposes only. Final costs incurred under the budget categories listed may be either higher or lower than the estimated costs. All costs incurred by the Recipient under this agreement must be in accordance with any pre-award clarifications conducted between the Recipient and Reclamation, as well as with the terms and conditions of this agreement. Final determination of the allowability, allocability, or reasonableness of costs incurred under this agreement is the responsibility of the Grants Officer. Recipients are encouraged to direct any questions regarding allowability, allocability or reasonableness of costs to the Grants Officer for review prior to incurrence of the costs in question.

Table 2: Detailed budget.

BUDGET ITEM DESCRIPTION	COMPUTATION		TOTAL COST
	Price/Unit	Quantity	
SALARIES AND WAGES --Position title x hourly wage/salary x est. hours for assisted activity. Describe this information for each position.			
Malcolm Laing (Project Manager)	$30.16/hr	100	$3,016
General Staff (Final Reporting)	$30.16/hr	20	$603
FRINGE BENEFITS – Explain the type of fringe benefits and how applied to various categories of personnel.			
Malcolm Laing (Project Manager)	$6.03/hr	100	$603
General Staff (Final Reporting)	$6.03/hr	20	$120
CONTRACTUAL/ CONSTRUCTION—Explain any contracts or sub-Agreements that will be awarded, why needed. Explain contractor qualifications and how the contractor will be selected.			
Alan Plummer Associates, Inc.	$375,000	1	$375,000
TOTAL DIRECT COSTS	-	-	$379,342
INDIRECT COSTS			
None	-	-	-
TOTAL ESTIMATED PROJECT COST	-		$379,342

FUNDING SOURCES	% TOTAL PROJECT COST	TOTAL COST BY SOURCE
RECIPIENT FUNDING	60%	$229,342
RECLAMATION FUNDING	40%	$150,000
TOTALS	**100%**	**$379,342**

7.2 Cost Sharing Requirement

At least 50 % non-federal cost-share is required for costs incurred under this Agreement. If pre-award costs are authorized, reimbursement of these costs is limited to federal cost share percentage identified in this agreement.

7.3 Pre-Award Incurrence of Costs

The Recipient shall be entitled to reimbursement for costs incurred on or after July 31, 2014, which if had been incurred after this Agreement was entered into, would have been allowable, allocable, and reasonable under the terms and conditions of this Agreement.

7.4 Allowable Costs (2 CFR Subpart E §200.400 through §200.475)

Costs incurred for the performance of this Agreement must be allowable, allocable to the project, and reasonable. The following regulations, codified within the Code of Federal Regulations (CFR), governs the allowability of costs for Federal financial assistance:

2 CFR Subpart E, "Cost Principles"

Expenditures for the performance of this Agreement must conform to the requirements within this CFR. The Recipient must maintain sufficient documentation to support these expenditures. Questions on the allowability of costs should be directed to the GO responsible for this Agreement.

The Recipient shall not incur costs or obligate funds for any purpose pertaining to operation of the program or activities beyond the expiration date stated in the Agreement. The only costs which are authorized for a period of up to 90 days following the project performance period are those strictly associated with closeout activities for preparation of the final reports.

7.5 Revision of Budget and Program Plans (2 CFR §200.308)

In accordance with 2 CFR §200.308(c)-(e) the recipient must request prior written approval for any of the following changes:

a) A change in the approved scope of work or associated tasks, even if there is no associated budget revisions.
b) Change in key personnel specified in section 8 "Key Personnel" of this agreement.
c) Changes in the approved cost-sharing or matching outlined within this agreement in section 7.2 "Cost Share requirements"
d) Inclusion of pre-award costs or reimbursement for pre-award costs which are not included in the initially approved budget and included in section 7.3 "Pre-Award Incurrence of Costs" of this agreement.
e) Extensions to the Completion Date outlined in block 10 of the coversheet (form 7-2279) of this agreement.

f) The transfer of funds between direct cost categories, functions, and activities for which the expected transfer amount is to exceed 10 percent of the total approved budget.

7.6 Modifications

Any changes to this Agreement shall be made by means of a written modification. Reclamation may make changes to the Agreement by means of a unilateral modification to address administrative matters, such as changes in address, no-cost time extensions, or the addition of previously agreed upon funding. Additionally, a unilateral modification may be utilized by Reclamation if it should become necessary to suspend or terminate the Agreement in accordance with 2 CFR §200.338.

All other changes shall be made by means of a bilateral modification to the Agreement. No oral statement made by any person, or written statement by any person other than the GO, shall be allowed in any manner or degree to modify or otherwise effect the terms of the Agreement.

All requests for modification of the Agreement shall be made in writing, provide a full description of the reason for the request, and be sent to the attention of the GO. Any request for project extension shall be made at least 45 days prior to the expiration date of the Agreement or the expiration date of any extension period that may have been previously granted. Any determination to extend the period of performance or to provide follow-on funding for continuation of a project is solely at the discretion of Reclamation.

8. KEY PERSONNEL

8.1 Recipient's Key Personnel

The Recipient's Project Manager for this Agreement shall be:

Mr. Aubrey A. Spear, P.E.
Director of Water Utilities
City of Lubbock
P.O.Box 2000
Lubbock, TX 79457-2000
Telephone: 806-775-2585
Email: aspear@mylubbock.us

Additional key personnel for this Agreement are identified as follows:

Malcolm Laing
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457-2000
Telephone: 806-775-3513
Email: mlaing@mylubbock.us

8.2 Reclamation's Key Personnel

8.2.1 Grants Officer (GO):

Lindsey Nafts
Bureau of Reclamation, Great Plains Regional Office
P.O. Box 36900
Billings MT 59107-6900
Phone: (406) 247-7684
Fax: (406) 247-7798
Email. lnafts@usbr.gov

(a) The GO is the only official with legal delegated authority to represent Reclamation. The GO's responsibilities include, but are not limited to, the following:

(1) Formally obligate Reclamation to expend funds or change the funding level of the Agreement;

(2) Approve through formal modification changes in the scope of work and/or budget;

(3) Approve through formal modification any increase or decrease in the period of performance of the Agreement;

(4) Approve through formal modification changes in any of the expressed terms, conditions, or specifications of the Agreement;

(5) Be responsible for the overall administration, management, and other non-programmatic aspects of the Agreement including, but not limited to, interpretation of financial assistance statutes, regulations, circulars, policies, and terms of the Agreement;

(6) Where applicable, ensures that Reclamation complies with the administrative requirements required by statutes, regulations, circulars, policies, and terms of the Agreement.

8.2.2 Grants Officer Technical Representative (GOTR):

Anna Hoag
Civil Engineer
Bureau of Reclamation
Oklahoma-Texas Area Office
5316 Hwy 290 W, Suite 110
Austin, TX 78735-8931
Phone: (512) 899-4167
Fax: (512) 899-4179
Email. ahoag@usbr.gov

(a) The GOTR's authority is limited to technical and programmatic aspects of the Agreement. The GOTR's responsibilities include, but are not limited to, the following:

(1) Assist the Recipient, as necessary, in interpreting and carrying out the scope of work in the Agreement;

(2) Review, and where required, approve Recipient reports and submittals as required by the Agreement;

(3) Where applicable, monitor the Recipient to ensure compliance with the technical requirements of the Agreement;

(4) Where applicable, ensure that Reclamation complies with the technical requirements of the Agreement;

(b) The GOTR does not have the authority to and may not issue any technical assistance which:

(1) Constitutes an assignment of additional work outside the scope of work of the Agreement;

(2) In any manner causes an increase or decrease in the total estimated cost or the time required for performance; or

(3) Changes any of the expressed terms, conditions, or specifications of the Agreement.

8.2.3 Grants Management Specialist. The Grants Management Specialist is the primary administrative point of contact for this agreement and should be contacted regarding issues related to the day-to-day management of the agreement. Requests for approval regarding the terms and conditions of the agreement, including but not limited to modifications and prior approval, may only be granted, in writing, by a Reclamation Grants Officer. Please note that for some agreements, the Grants Officer and the Grants Management Specialist may be the same individual.

Lindsey Nafts
Bureau of Reclamation, Great Plains Regional Office
P.O. Box 36900
Billings MT 59107-6900
Phone: (406) 247-7684
Fax: (406) 247-7798
Email. lnafts@usbr.gov

9. REPORTING REQUIREMENTS AND DISTRIBUTION

9.1 Noncompliance. Failure to comply with the reporting requirements contained in this Agreement may be considered a material noncompliance with the terms and conditions of the award. Noncompliance may result in withholding of payments pending receipt of required reports, denying both the use of funds and matching credit for all or part of the cost of the activity or action not in compliance, whole or partial suspension or termination of the Agreement, recovery of funds paid under the Agreement, withholding of future awards, or other legal remedies in accordance with 2 CFR §200.338.

9.2 Financial Reports. Financial Status Reports shall be submitted by means of the SF-425 and shall be submitted according to the Report Frequency and Distribution schedule below. All financial reports shall be signed by an Authorized Certifying Official for the Recipient's organization.

9.3 Monitoring and reporting program performance (2 CFR §200.328)

(a) Monitoring by the non-Federal entity. The non-Federal entity is responsible for oversight of the operations of the Federal award supported activities. The non-Federal entity must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the non-Federal entity must cover each program, function or activity. See also §200.331 Requirements for pass-through entities.

(b) Non-construction performance reports. The Federal awarding agency must use standard, OMB-approved data elements for collection of performance information (including performance progress reports, Research Performance Progress Report, or such future collections as may be approved by OMB and listed on the OMB Web site).

> (1) The non-Federal entity must submit performance reports at the interval required by the Federal awarding agency or pass-through entity to best inform improvements in program outcomes and productivity. Intervals must be no less frequent than annually nor more frequent than quarterly except in unusual circumstances, for example where more frequent reporting is necessary for the effective monitoring of the Federal award or could significantly affect program outcomes. Annual reports must be due 90 calendar days after the reporting period; quarterly or semiannual reports must be due 30 calendar days after the reporting period. Alternatively, the Federal awarding agency or pass-through entity may require annual reports before the anniversary dates of multiple year Federal awards. The final performance report will be due 90 calendar days after the period of performance end date. If a justified request is submitted by a non-Federal entity, the Federal agency may extend the due date for any performance report.
>
> (2) The non-Federal entity must submit performance reports using OMB-approved governmentwide standard information collections when providing performance information. As appropriate in accordance with above mentioned information collections, these reports will contain, for each Federal award, brief information on the following unless other collections are approved by OMB:

(i) A comparison of actual accomplishments to the objectives of the Federal award established for the period. Where the accomplishments of the Federal award can be quantified, a computation of the cost (for example, related to units of accomplishment) may be required if that information will be useful. Where performance trend data and analysis would be informative to the Federal awarding agency program, the Federal awarding agency should include this as a performance reporting requirement.

(ii) The reasons why established goals were not met, if appropriate.

(iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

(c) Construction performance reports. For the most part, onsite technical inspections and certified percentage of completion data are relied on heavily by Federal awarding agencies and pass-through entities to monitor progress under Federal awards and subawards for construction. The Federal awarding agency may require additional performance reports only when considered necessary.

(d) Significant developments. Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, the non-Federal entity must inform the Federal awarding agency or pass-through entity as soon as the following types of conditions become known:

(1) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

Reclamation requires Performance reporting for all financial assistance awards, both Construction and non-Construction. Performance reports for Construction agreements shall meet the same minimum requirements outlined in 2 CFR §200.328(b)(2) above.

9.4 Report Frequency and Distribution. The following table sets forth the reporting requirements for this Agreement. Please note the first report due date listed for each type of report.

Required Reports	Interim Reports	Final Report
Performance Report		
Format	No specific format required. See content requirements within Section 9.3 (2 CFR §200.328) above.	Summary of activities completed during the entire period of performance is required. See content requirements within Section 9.3 (2 CFR §200.328) above.
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first performance report is due for reporting period ending March 31, 2016	N/A
Submit to:	Grants Management Specialist and GOTR	Grants Management Specialist and GOTR
Federal Financial Report		
Format	SF-425 (all sections must be completed)	SF-425(all sections must be completed)
Reporting Frequency	Semi-Annual	Final Report due upon completion of Agreement's period of performance
Reporting Period	October 1 through March 31 and April 1 through September 30.	Entire period of performance
Due Date*	Within 30 days after the end of the Reporting Period.	Within 90 days after the completion date of the Agreement
First Report Due Date	The first Federal financial report is due for reporting period ending March 31, 2016	N/A
Submit to:	Grants Management Specialist and GOTR	Grants Management Specialist and GOTR

* If the completion date is prior to the end of the next reporting period, then no interim report is due for that period. Instead, the Recipient is required only to submit the final financial and performance reports, which will cover the entire period of performance including the last abbreviated reporting period.

10. REGULATORY COMPLIANCE

The Recipient agrees to comply or assist Reclamation with all regulatory compliance requirements and all applicable state, Federal, and local environmental and cultural and paleontological resource protection laws and regulations as applicable to this project. These may include, but are not limited to, the National Environmental Policy Act (NEPA), including the Council on Environmental Quality and Department of the Interior regulations implementing NEPA, the Clean Water Act, the Endangered Species Act, consultation with potentially affected Tribes, and consultation with the State Historic Preservation Office.

Certain environmental and other associated compliance are Federal responsibilities, and will occur as appropriate. Reclamation will identify the need for and will complete any appropriate environmental compliance requirements, as identified above, pertinent to Reclamation pursuant to activities specific to this assisted activity. Environmental and other associated compliance shall be completed prior to the start of this project. As such, notwithstanding any other provision of this Agreement, Reclamation shall not provide any funds to the Recipient for Agreement purposes, and the Recipient shall not begin implementation of the assisted activity described in this Agreement, until Reclamation provides written notice to the Recipient that all applicable environmental and regulatory compliance analyses and clearances have been completed and that the Recipient may begin implementation of the assisted activity. If the Recipient begins project activities that require environmental and other regulatory compliance approval, such as construction activities, prior to receipt of written notice from Reclamation that all such clearances have been obtained, then Reclamation reserves the right to unilaterally terminate this agreement for cause.

II. RECLAMATION STANDARD TERMS AND CONDITIONS - STATES, LOCAL GOVERNMENTS, AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS

1. REGULATIONS

The regulations at 2 CFR Subtitle A, Chapter II, Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", are hereby incorporated by reference as though set forth in full text. Failure of a Recipient to comply with any applicable regulation or circular may be the basis for withholding payments for proper charges made by the Recipient and/or for termination of support.

2. PAYMENT

2.1 Payment. (2 CFR §200.305)

(a) For states, payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers" and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.

(b) For non-Federal entities other than states, payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means. See also §200.302 Financial management paragraph (b)(6). Except as noted elsewhere in this part, Federal agencies must require recipients to use only OMB-approved standard governmentwide information collection requests to request payment.

> (1) The non-Federal entity must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a non-Federal entity must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the non-Federal entity in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-Federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The non-Federal entity must make timely payment to contractors in accordance with the contract provisions.
>
> (2) Whenever possible, advance payments must be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the recipient.

(i) Advance payment mechanisms include, but are not limited to, Treasury check and electronic funds transfer and must comply with applicable guidance in 31 CFR part 208.

(ii) Non-Federal entities must be authorized to submit requests for advance payments and reimbursements at least monthly when electronic fund transfers are not used, and as often as they like when electronic transfers are used, in accordance with the provisions of the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

(3) Reimbursement is the preferred method when the requirements in paragraph (b) cannot be met, when the Federal awarding agency sets a specific condition per §200.207 Specific conditions, or when the non-Federal entity requests payment by reimbursement. This method may be used on any Federal award for construction, or if the major portion of the construction project is accomplished through private market financing or Federal loans, and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal awarding agency or pass-through entity must make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.

(4) If the non-Federal entity cannot meet the criteria for advance payments and the Federal awarding agency or pass-through entity has determined that reimbursement is not feasible because the non-Federal entity lacks sufficient working capital, the Federal awarding agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal awarding agency or pass-through entity must advance cash payments to the non-Federal entity to cover its estimated disbursement needs for an initial period generally geared to the non-Federal entity's disbursing cycle. Thereafter, the Federal awarding agency or pass-through entity must reimburse the non-Federal entity for its actual cash disbursements. Use of the working capital advance method of payment requires that the pass-through entity provide timely advance payments to any subrecipients in order to meet the subrecipient's actual cash disbursements. The working capital advance method of payment must not be used by the pass-through entity if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

(5) Use of resources before requesting cash advance payments. To the extent available, the non-Federal entity must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments.

(6) Unless otherwise required by Federal statutes, payments for allowable costs by non-Federal entities must not be withheld at any time during the period of performance unless the conditions of §§200.207 Specific conditions, Subpart D—Post Federal Award Requirements of this part, 200.338 Remedies for Noncompliance, or one or more of the following applies:

(i) The non-Federal entity has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(ii) The non-Federal entity is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables." Under such conditions, the Federal awarding agency or pass-through entity may, upon reasonable notice, inform the non-Federal entity that payments must not be made for obligations incurred after a specified date until the conditions are corrected or the indebtedness to the Federal Government is liquidated.

(iii) A payment withheld for failure to comply with Federal award conditions, but without suspension of the Federal award, must be released to the non-Federal entity upon subsequent compliance. When a Federal award is suspended, payment adjustments will be made in accordance with §200.342 Effects of suspension and termination.

(iv) A payment must not be made to a non-Federal entity for amounts that are withheld by the non-Federal entity from payment to contractors to assure satisfactory completion of work. A payment must be made when the non-Federal entity actually disburses the withheld funds to the contractors or to escrow accounts established to assure satisfactory completion of work.

(7) Standards governing the use of banks and other institutions as depositories of advance payments under Federal awards are as follows.

(i) The Federal awarding agency and pass-through entity must not require separate depository accounts for funds provided to a non-Federal entity or establish any eligibility requirements for depositories for funds provided to the non-Federal entity. However, the non-Federal entity must be able to account for the receipt, obligation and expenditure of funds.

(ii) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(8) The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply.

(i) The non-Federal entity receives less than $120,000 in Federal awards per year.

(ii) The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on Federal cash balances.

(iii) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.

(iv) A foreign government or banking system prohibits or precludes interest bearing accounts.

(9) Interest earned amounts up to $500 per year may be retained by the non-Federal entity for administrative expense. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interested earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another federal agency payment system. The remittance must be submitted as follows:

(i) For ACH Returns:
Routing Number: 051036706
Account number: 303000
Bank Name and Location: Credit Gateway—ACH Receiver St. Paul, MN

(ii) For Fedwire Returns*:
Routing Number: 021030004
Account number: 75010501
Bank Name and Location: Federal Reserve Bank Treas NYC/Funds Transfer Division New York, NY
(* Please note organization initiating payment is likely to incur a charge from your Financial Institution for this type of payment)

(iii) For International ACH Returns:
Beneficiary Account: Federal Reserve Bank of New York/ITS (FRBNY/ITS)
Bank: Citibank N.A. (New York)
Swift Code: CITIUS33
Account Number: 36838868
Bank Address: 388 Greenwich Street, New York, NY 10013 USA
Payment Details (Line 70): Agency
Name (abbreviated when possible) and ALC Agency POC: Michelle Haney, (301) 492-5065

(iv) For recipients that do not have electronic remittance capability, please make check** payable to: "The Department of Health and Human Services."
Mail Check to Treasury approved lockbox:
HHS Program Support Center, P.O. Box 530231, Atlanta, GA 30353-0231
(** Please allow 4-6 weeks for processing of a payment by check to be applied to the appropriate PMS account)

(v) Any additional information/instructions may be found on the PMS Web site at http://www.dpm.psc.gov/.

2.2 Payment Method

Recipients must utilize the Department of Treasury Automated Standard Application for Payments (ASAP) payment system to request advance or reimbursement payments. ASAP is a Recipient-initiated payment and information system designed to provide a single point of contact for the request and delivery of Federal funds. ASAP is the only allowable method for request and receipt of payment. Recipient procedures must minimize the time elapsing between the drawdown of Federal funds and the disbursement for agreement purposes.

Recipients must complete enrollment in ASAP for all active financial assistance agreements with Reclamation. ASAP enrollment is specific to each Agency and Bureau; meaning, if a Recipient organization has an existing ASAP account with another Federal agency or Department of the Interior bureau, but not with Reclamation, then the Recipient must initiate and complete enrollment in ASAP under Reclamation's Agency Location Code (1425) through submission of an enrollment form found at www.usbr.gov/mso/aamd/asap.html. For information regarding ASAP enrollment, please visit www.usbr.gov/mso/aamd/asap.html, or contact the Reclamation ASAP Help Desk BOR_ASAP_Enroll@usbr.gov. Further information regarding ASAP may be obtained from the ASAP website at http://www.fms.treas.gov/asap.

In accordance with 2 CFR 25.200(b)(2) the Recipient shall "Maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency". If the Recipient allows their SAM registration to lapse, the Recipient's accounts within ASAP will be automatically suspended by Reclamation until such time as the Recipient renews their SAM registration.

3. PROCUREMENT STANDARDS (2 CFR§200.317 through §200.326)

§200.317 Procurements by states.

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

§200.318 General procurement standards.

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)

(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.212 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)

(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

§200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources

to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring

only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.324 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

4. EQUIPMENT (2 CFR §200.313)

See also §200.439 Equipment and other capital expenditures.

(a) Title. Subject to the obligations and conditions set forth in this section, title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity. Unless a statute specifically authorizes the Federal agency to vest title in the non-Federal entity without further obligation to the Federal Government, and the Federal agency elects to do so, the title must be a conditional title. Title must vest in the non-Federal entity subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance, or until the property is no longer needed for the purposes of the project.

(2) Not encumber the property without approval of the Federal awarding agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c) and (e) of this section.

(b) A state must use, manage and dispose of equipment acquired under a Federal award by the state in accordance with state laws and procedures. Other non-Federal entities must follow paragraphs (c) through (e) of this section.

(c) Use.

(1) Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be

supported by the Federal award, and the non-Federal entity must not encumber the property without prior approval of the Federal awarding agency. When no longer needed for the original program or project, the equipment may be used in other activities supported by the Federal awarding agency, in the following order of priority:

(i) Activities under a Federal award from the Federal awarding agency which funded the original program or project, then

(ii) Activities under Federal awards from other Federal awarding agencies. This includes consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the non-Federal entity must also make equipment available for use on other projects or programs currently or previously supported by the Federal Government, provided that such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use must be given to other programs or projects supported by Federal awarding agency that financed the equipment and second preference must be given to programs or projects under Federal awards from other Federal awarding agencies. Use for non-federally-funded programs or projects is also permissible. User fees should be considered if appropriate.

(3) Notwithstanding the encouragement in §200.307 Program income to earn program income, the non-Federal entity must not use equipment acquired with the Federal award to provide services for a fee that is less than private companies charge for equivalent services unless specifically authorized by Federal statute for as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements:

(1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

(2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

(3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

(4) Adequate maintenance procedures must be developed to keep the property in good condition.

(5) If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

(e) Disposition. When original or replacement equipment acquired under a Federal award is no longer needed for the original project or program or for other activities currently or previously supported by a Federal awarding agency, except as otherwise provided in Federal statutes, regulations, or Federal awarding agency disposition instructions, the non-Federal entity must request disposition instructions from the Federal awarding agency if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal awarding agency disposition instructions:

(1) Items of equipment with a current per unit fair market value of $5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the Federal awarding agency.

(2) Except as provided in §200.312 Federally-owned and exempt property, paragraph (b), or if the Federal awarding agency fails to provide requested disposition instructions within 120 days, items of equipment with a current per-unit fair-market value in excess of $5,000 may be retained by the non-Federal entity or sold. The Federal awarding agency is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the Federal awarding agency's percentage of participation in the cost of the original purchase. If the equipment is sold, the Federal awarding agency may permit the non-Federal entity to deduct and retain from the Federal share $500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.

(3) The non-Federal entity may transfer title to the property to the Federal Government or to an eligible third party provided that, in such cases, the non-Federal entity must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a non-Federal entity fails to take appropriate disposition actions, the Federal awarding agency may direct the non-Federal entity to take disposition actions.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75884, Dec. 19, 2014]

5. SUPPLIES (2 CFR §200.314)

See also §200.453 Materials and supplies costs, including costs of computing devices.

(a) Title to supplies will vest in the non-Federal entity upon acquisition. If there is a residual inventory of unused supplies exceeding $5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other Federal award, the non-Federal entity must retain the supplies for use on other activities or sell them, but must, in either case, compensate the Federal Government for its share. The amount of compensation must be computed in the same manner as for equipment. See §200.313 Equipment, paragraph (e)(2) for the calculation methodology.

(b) As long as the Federal Government retains an interest in the supplies, the non-Federal entity must not use supplies acquired under a Federal award to provide services to other organizations for a fee that is less than private companies charge for equivalent services, unless specifically authorized by Federal statute.

6. INSPECTION

Reclamation has the right to inspect and evaluate the work performed or being performed under this Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If Reclamation performs inspection or evaluation on the premises of the Recipient or a sub-Recipient, the Recipient shall furnish and shall require sub-recipients to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

7. AUDIT REQUIREMENTS (2 CFR Subpart F §200.501)

(a) Audit required. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) Single audit. A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

(d) Exemption when Federal awards expended are less than $750,000. A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate

officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.330 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit subrecipient. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.331 Requirements for pass-through entities.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75887, Dec. 19, 2014]

8. REMEDIES FOR NONCOMPLIANCE (2 CFR §200.338)

§200.338 Remedies for noncompliance.

If a non-Federal entity fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or pass-through entity may impose additional conditions, as described in §200.207 Specific conditions. If the Federal awarding agency or pass-through entity determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or pass-through entity may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of a pass-through entity, recommend such a proceeding be initiated by a Federal awarding agency).

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

9. TERMINATION (2 CFR §200.339)

(a) The Federal award may be terminated in whole or in part as follows:

(1) By the Federal awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;

(2) By the Federal awarding agency or pass-through entity for cause;

(3) By the Federal awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the non-Federal entity upon sending to the Federal awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

(b) When a Federal award is terminated or partially terminated, both the Federal awarding agency or pass-through entity and the non-Federal entity remain responsible for compliance with the requirements in §§200.343 Closeout and 200.344 Post-closeout adjustments and continuing responsibilities.

10. DEBARMENT AND SUSPENSION (2 CFR §1400)

The Department of the Interior regulations at 2 CFR 1400—Governmentwide Debarment and Suspension (Nonprocurement), which adopt the common rule for the governmentwide system of debarment and suspension for nonprocurement activities, are hereby incorporated by reference and made a part of this Agreement. By entering into this grant or cooperative Agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 1400, Subpart C, and agrees to include a similar term or condition in all lower-tier covered transactions. These regulations are available at http://www.gpoaccess.gov/ecfr/.

11. DRUG-FREE WORKPLACE (2 CFR §182 and §1401)

The Department of the Interior regulations at 2 CFR 1401—Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), which adopt the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq, as amended) applicable to grants and cooperative agreements, are hereby incorporated by reference and made a part of this agreement. By entering into this grant or cooperative agreement with the Bureau of Reclamation, the Recipient agrees to comply with 2 CFR 182.

12. ASSURANCES AND CERTIFICATIONS INCORPORATED BY REFERENCE

The provisions of the Assurances, SF 424B or SF 424D as applicable, executed by the Recipient in connection with this Agreement shall apply with full force and effect to this Agreement. All anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. The Recipient shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. The Recipient shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.

Such Assurances also include, but are not limited to, the promise to comply with all applicable Federal statutes and orders relating to nondiscrimination in employment, assistance, and housing; the Hatch Act; Federal wage and hour laws and regulations and work place safety standards; Federal environmental laws and regulations and the Endangered Species Act; and Federal protection of rivers and waterways and historic and archeological preservation.

13. COVENANT AGAINST CONTINGENT FEES

The Recipient warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide offices established and maintained by the Recipient for the purpose of securing Agreements or business. For breach or violation of this warranty, the Government shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement amount, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

14. TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 CFR §175.15)

Trafficking in persons.

(a) *Provisions applicable to a recipient that is a private entity.*

(1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

(i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(ii) Procure a commercial sex act during the period of time that the award is in effect; or

(iii) Use forced labor in the performance of the award or subawards under the award.

(2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(i) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

(A) Associated with performance under this award; or

(B) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *2 CFR part 1400*.

(b) *Provision applicable to a recipient other than a private entity*. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

(1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

(2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

(i) Associated with performance under this award; or

(ii) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *2 CFR part 1400*.

(c) *Provisions applicable to any recipient*.

(1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

(2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(i) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(ii) Is in addition to all other remedies for noncompliance that are available to us under this award.

(3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

(d) *Definitions*. For purposes of this award term:

(1) "Employee" means either:

(i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

(ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

(i) Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(ii) Includes:

(A) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

(B) A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

15. NEW RESTRICTIONS ON LOBBYING (43 CFR §18)

The Recipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

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

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

16. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (URA) (42 USC § 4601 *et seq.)*

(a) The Uniform Relocation Assistance Act (URA), 42 U.S.C. § 4601 *et seq.*, as amended, requires certain assurances for Reclamation funded land acquisition projects conducted by a Recipient that cause the displacement of persons, businesses, or farm operations. Because Reclamation funds only support acquisition of property or interests in property from willing

sellers, it is not anticipated that Reclamation funds will result in any "displaced persons," as defined under the URA.

(b) However, if Reclamation funds are used for the acquisition of real property that results in displacement, the URA requires Recipients to ensure that reasonable relocation payments and other remedies will be provided to any displaced person. Further, when acquiring real property, Recipients must be guided, to the greatest extent practicable, by the land acquisition policies in 42 U.S.C. § 4651.

(c) Exemptions to the URA and 49 CFR Part 24

(1) The URA provides for an exemption to the appraisal, review and certification rules for those land acquisitions classified as "voluntary transactions." Such "voluntary transactions" are classified as those that do not involve an exercise of eminent domain authority on behalf of a Recipient, and must meet the conditions specified at 49 CFR § 24.101(b)(1)(i)-(iv).

(2) For any land acquisition undertaken by a Recipient that receives Reclamation funds, but does not have authority to acquire the real property by eminent domain, to be exempt from the requirements of 49 CFR Part 24 the Recipient must:
(i) provide written notification to the owner that it will not acquire the property in the event negotiations fail to result in an amicable agreement, and;
(ii) inform the owner in writing of what it believes to be the market value of the property

(d) Review of Land Acquisition Appraisals. Reclamation reserves the right to review any land appraisal whether or not such review is required under the URA or 49 CFR § 24.104. Such reviews may be conducted by the Department of the Interior's Appraisal Services Directorate or a Reclamation authorized designee. When Reclamation determines that a review of the original appraisal is necessary, Reclamation will notify the Recipient and provide an estimated completion date of the initial appraisal review.

17. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS (2 CFR 25, APPENDIX A)

The Central Contractor Registration (CCR) has been migrated to the System for Award Management (SAM). Recipients must continue to comply with the CCR requirements below by maintaining current registration within www.SAM.gov.

A. Requirement for Central Contractor Registration (CCR)
Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) Numbers
If you are authorized to make subawards under this award, you:

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

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

C. Definitions
For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at *http://www.ccr.gov*).

2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866–705–5711) or the Internet (currently at *http://fedgov.dnb.com/webform*).

3. *Entity,* as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
   a. A Governmental organization, which is a state, local government, or Indian Tribe;
   b. A foreign public entity;
   c. A domestic or foreign nonprofit organization;
   d. A domestic or foreign for-profit organization; and
   e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward:*

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

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

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

5. *Subrecipient* means an entity that:

   a. Receives a subaward from you under this award; and
   b. Is accountable to you for the use of the Federal funds provided by the subaward.

18. PROHIBITION ON TEXT MESSAGING AND USING ELECTRONIC EQUIPMENT SUPPLIED BY THE GOVERNMENT WHILE DRIVING

Executive Order 13513, *Federal Leadership On Reducing Text Messaging While Driving*, was signed by President Barack Obama on October 1, 2009 (ref: http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.

19. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (2 CFR 170 APPENDIX A)

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

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

2. *Where and when to report.*

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

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

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

b. *Reporting Total Compensation of Recipient Executives.*

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

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

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial

assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

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

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

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

i. As part of your registration profile at *http://www.ccr.gov*.

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

c. *Reporting of Total Compensation of Subrecipient Executives.*

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

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

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

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

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

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

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you

must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

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

i. Subawards,

and

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

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

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

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

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

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

3. *Subaward:*

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

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

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

4. *Subrecipient* means an entity that:

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

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

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

i. *Salary and bonus.*

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

iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans

that do not discriminate in favor of executives, and are available generally to all salaried employees.
iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
v. *Above-market earnings on deferred compensation which is not tax-qualified.*
vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

20. RECIPIENT EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMRENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).

(b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.

(c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR § 52.203-17 (as referenced in 48 CFR § 3.908-9).

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

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Water Resources: Consider a resolution authorizing the Mayor to execute professional services agreement 12514 with Alan Plummer & Associates, Inc. for engineering services related to the evaluation of potable water reuse strategies associated with the City's Strategic Water Supply Plan.

Item Summary

The 2012 Texas State Water Plan identified water reuse as a significant water conservation and water management strategy to support future water needs in the state. The City of Lubbock's 2013 Strategic Water Supply Plan includes several direct and indirect potable reuse strategies. However, in the Plan, it was recognized that this initial high-level assessment of reclaimed water options needs to be refined through the development of a more detailed feasibility study specifically focusing on potable water reuse. While planning for a more detailed feasibility study, City staff became aware of financial assistance available through the U.S. Bureau of Reclamation's (USBR) WaterSMART Title XVI Water Reclamation and Reuse Program.

On March 26, 2015, the City Council approved a resolution authorizing the Director of Water Utilities to execute and submit a grant application for financial assistance. The USBR has awarded the City $150,000 to assist in performing a water reuse feasibility study.

This contract is for the engineering services associated with the evaluation of potable water reuse strategies. The project will be partially funded through the USBR's grant. The City's matching portion of the associated water reuse evaluation will be $229,342.

Fiscal Impact

The cost of the contract will be split between two capital projects, $187,500 each.

$300,000 is appropriated in Capital Improvement Project 8579, Wastewater Direct Reuse Evaluation, with $187,500 available for this purpose; and $250,000 is appropriated in Capital Improvement Project 8597, Wastewater Indirect Reuse Evaluation, with $187,500 available for this purpose. The total contract amount is $375,000.

Staff/Board Recommending

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

Attachments

Resolution- APAI- WaterReuse

Contract- APAI-WaterReuse

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 Professional Services Agreement to provide professional engineering services for a Potable Water Reuse Feasibility Study, by and between the City of Lubbock and Alan Plummer Associates, Inc., 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:

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

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

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.PSC-Alan Plummer Assoc Inc-Potable Water Reuse Study
8.25.15

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for engineering consulting is entered into this _____ day of September, 2015, by and between the City of Lubbock (the “City” or "Owner"), a Texas home rule municipal corporation, and Alan Plummer Associates, Inc. (the “Engineer”), a Texas corporation.

WITNESSETH

WHEREAS, Engineer has substantial skill and experience in the wastewater system design, water reuse, water quality studies, water treatment, and water system design for municipalities (the "Activities");

WHEREAS, Engineer has demonstrated experience in performing engineering services associated with the U.S. Bureau of Reclamation WaterSmart Grant programs;

WHEREAS, Engineer has demonstrated competence and qualifications to perform the Services, as defined below, and will perform the Services for a fair and reasonable price;

WHEREAS, the City desires to contract with Engineer to perform services related to the Activities and Engineer desires to provide the services related to same.

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

ARTICLE I

Services

1.01 Engineer shall conduct all activities and within such time frames, as set forth on Exhibit “A”, “Scope of Services”, and Exhibit “B”, “Payments to Fees”, attached hereto (the "Services") for City’s portion of the project Not-To-Exceed amount of THREE

HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS ($375,000.00). Engineer shall have no liability for defects in the Services attributable to Engineer's reliance upon or use of data, criteria, drawings, specifications, or other information prepared by City and furnished to Engineer by City.

1.02 Engineer shall commence work upon written notice to proceed by City with tasks set forth in Exhibit "A". In the event such notice shall occur after September 20, 2015 the time for performance by Engineer for such tasks shall be extended the same amount of days as such notice occurs subsequent to the respective dates. The City Council of the City of Lubbock hereby delegates the authority to provide the prescribed Notice(s) to Proceed to the Director of Water Utilities, or his designee.

ARTICLE II

Compensation and Term

2.01 The consideration to be paid for the Services to be provided the City as described in Article I shall be as indicated in attached Exhibit "B". This amount shall be invoiced to the City monthly as work is performed and based on the applicable hourly rate schedule of the respective firm at the time services are rendered.

2.02 In the event that the Water Smart Grant contract is not executed, the City may reduce the scope of services and compensation in this contract in order to stay within the City's budgeted matching funds.

2.03 In the event City disputes any invoice item, City shall give Engineer written notice of such disputed item within ten (10) days after receipt of such invoice and shall pay to Engineer the undisputed portion of the invoice on or before thirty one (31) days after its

receipt. If City fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate in effect on September 1 of the fiscal year in which the payment becomes overdue, the rate in effect on September 1 being equal to the sum of (i) one percent (1%); and (ii) the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday, or the maximum amount allowed by law, if less, from the date said payment is overdue until paid according to the provisions of the Agreement. Interest shall not be charged on any disputed invoice item finally resolved in City's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

2.04 This Agreement shall expire on December 31, 2017. After completion of the initial Agreement term, the Agreement may be renewed for a period not to exceed one year per renewal, under the same terms and conditions and at the sole discretion of the City. City or Owner may terminate this Agreement if the other party hereto defaults on the performance of this Agreement or materially breaches any of its provisions, by providing written notice to the other stating the grounds for such termination and an effective date of such termination, such notice to be given at least thirty (30) days prior to the effective date of termination as provided in such notice. In the event this Agreement is so terminated, the City shall pay Engineer only for services actually performed by Engineer up to and including the effective date of the termination.

2.05 Except for City's payment obligation, neither City nor Engineer shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party (herein called a "force majeure event") for the period of such delay, so long as the affected party exercises due diligence to relieve or

remove such force majeure event. For purposes of this Agreement, such circumstances include, but are not limited to; unusually severe weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or Engineer under this Agreement. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE III

Independent Contractor

3.01 It is understood and agreed that Engineer is to perform the Services in a sound and professional manner and exercising the degree of care, skill and diligence in the performance of the Services as is exercised by a professional engineer under similar circumstances at the time such Services are performed. City shall not be responsible for discovering deficiencies or defects in the performance of the Services by Engineer. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS INCLUDED IN THIS AGREEMENT OR IN ANY DRAWING, SPECIFICATION, REPORT, OR OPINION PRODUCED PURSUANT TO THIS AGREEMENT. Further, Engineer is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement,

Engineer and Engineer's employees or its approved subcontractors 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 IV

Events of Default/Remedies

4.01

a. City's Defaults/Engineer's Remedies. In the event the City shall default in the performance of any term or provision of this Agreement for any reason other than failure by Engineer to perform hereunder, Engineer may, if said default shall be continuing after five (5) days notice of such default is deemed received by the City, exercise any right or remedy available to it by law, contract, equity or otherwise.

b. Engineer's Defaults/City's Remedies. In the event Engineer shall default in the performance of any term or provision of this Agreement for any reason other than failure by the City to perform hereunder, the City may, if said default shall be continuing after five (5) days notice of such default is deemed received by Engineer, exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, specific performance and/or the right to terminate this Agreement without additional notice. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently.

ARTICLE V

Insurance/Indemnity

5.01 a. Insurance. Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement and for a period of at least five years following the termination or expiration of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein.

Engineer shall obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:	
Combined Single Limit:	$1,000,000
Professional Liability:	
Combined Single Limit:	$1,000,000 per occurrence
	$2,000,000 annual aggregate
Automobile Liability:	
Combined Single Limit for any auto:	$500,000 Per Occurrence

The City shall be listed as an additional insured on a primary and non-contributory basis with respect to the Automobile Liability and Commercial General Liability and shall be

granted a waiver of subrogation under all 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. The additional insured endorsement shall include Products and Completed Operations.

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 of Lubbock.

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.

b. Indemnification. 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, as a result of, related to or arising from Engineer's negligent acts, errors, or omissions.

ARTICLE VI

Miscellaneous

7.01 Engineer shall exercise usual and customary professional care in efforts to comply with all laws, statutes, regulations, ordinances, rules and any other legal requirement in effect at the time Services are performed.

7.02 Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person or by telephonic facsimile; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described. Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

For City:

Aubrey Spear, P.E.
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3027

For Engineer:

Ellen McDonald, P.E.
Alan Plummer Associates, Inc.
1320 South University Drive, Suite 300
Fort Worth, Texas 76107

Facsimile: (817) 870-2536

7.03 THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

7.04 This Agreement represents the entire and sole agreement between the City and Engineer with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

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

7.06 If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable, so long as said modification is reasonably within the intent the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

7.07 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 Section 2.01, above. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of Engineer.

7.08 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.

7.09 Except as otherwise provided herein, neither City nor Engineer may assign or subcontract any part of the Services under this Agreement, in whole or in part, without the consent of the Engineer or Owner's Representative as applicable. City and Engineer each bind itself or himself, their legal representatives and permitted assigns in respect to all provisions of this Agreement.

7.10 Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and Engineer.

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

7.12 Engineer shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the project to which the Services design (the "Project"); (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to Engineer, to

fulfill contractual responsibilities to the City or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Exhibit "A", Scope of Services.

7.13 Anything herein to the contrary notwithstanding, title to, ownership of, and legal responsibility and liability for any and all pre-existing contamination shall be determined in accordance with all applicable statutes, regulations, rules, orders and ordinances.

7.14 The performance of City hereunder shall be at all times conditioned upon the appropriation of sufficient funds by the City Council of the City of Lubbock. In the event that such funds are not so appropriated by the City Council, such shall not be considered a breach of this Agreement by the City.

7.15 The authority to act as Owner representative, as contemplated herein, is hereby delegated by the City Council of the City to the Director of Water Utilities, or his designee.

7.16 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.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first written above.

ALAN PLUMMER ASSOCIATES, INC.

ELLEN T. MCDONALD, PRINCIPAL

CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

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

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

Exhibit A
Scope of Services

Potable Water Reuse Implementation Feasibility Study
Alan Plummer Associates, Inc.

Background – Project Purpose

The City of Lubbock (City) provides water and wastewater service to customers within the City. The City also supplies water to seven wholesale customers, including Shallowater, Ransom Canyon and Buffalo Springs. The City completed a Strategic Water Supply Plan in 2013 that identified several water supply strategies to meet the future needs of its service area. A number of potable water reuse options were considered in the 2013 Strategic Water Supply Plan. In the plan, it was recognized that this initial high-level assessment of reclaimed water options would need to be refined through the development of a more detailed feasibility study specifically focusing on potable water reuse.

The City applied for and has been awarded a U.S. Bureau of Reclamation Title XVI Feasibility Study grant to help support funding of the feasibility study. The scope of work was developed to meet the requirements of the Title XVI program, as well as meet the needs of the City in evaluating water reuse alternatives.

The potable reuse options to be evaluated will focus on the three main categories of potable reuse identified in the 2013 Strategic Water Supply Plan, i.e.

1. Indirect potable reuse (IPR)- surface water augmentation;
2. Indirect potable reuse (IPR)- groundwater augmentation; and
3. Direct potable reuse (DPR).

Lubbock has been implementing treatment improvements at its existing Southeast Water Reclamation Plant (WRP) in recent years, resulting in improved effluent quality with the intent to ultimately develop a potable reuse project. In addition, the City is constructing a second water reclamation plant, the Northwest WRP, which is using membrane bioreactor technology and will also provide very high quality effluent.

The purpose of this feasibility study is to identify a strategy for augmentation of Lubbock's potable water supply with reclaimed water that is first and foremost protective of public health and the environment, and is also reliable and sustainable, while minimizing the financial impact to the City.

Project Scope

Task 1 - Preliminary Project Planning/Background Information

- Gather, review, and summarize previous reports relevant to water reuse and water supply, including but not limited to:
    - City of Lubbock Strategic Water Supply Plan, February 2013
    - Canyon Lakes Water Reuse Project, March 2012
    - Improvements to the SEWRP, Design Memorandum, August 2007
    - City of Lubbock Wastewater Master Plan, 2009
    - Llano Estacada Regional Water Planning Area, Regional Water Plan, 2011
    - Northwest Water Reclamation Plant Feasibility Study, 2012
    - Northwest Water Reclamation Plant Final Design Report, 2014
- Summarize the City's current and projected water and wastewater situation:
    - Water demands through 2060.
    - Water supplies through 2060, potential sources of additional water, and plans for new water facilities.
    - Water quality concerns for the current and projected water supplies
    - Wastewater flows through 2060, disposal options, and plans for new wastewater facilities.
- Describe the need for additional water supply to be provided through a potable reuse project. Provide a general description of the potential project(s), identifying the project sponsor and affected entities.
- Describe the study area. Illustrate the study area on a GIS map.

Task 2 - Water Reclamation and Reuse Opportunities

Identify opportunities for water reclamation and reuse in the study area:

- Using information gathered from Task 1, provide a review of potential uses for reclaimed water in the study area. Since the focus of the evaluation is on potable reuse strategies, a detailed evaluation of additional nonpotable reuse customers will not be performed.
- Using information gathered in Task 1, define the need and market for reclaimed water in the study area.
- Identify potential barriers to implementing a reuse project, such as physical constraints, public acceptance, institutional and regulatory issues, costs, etc. Identify methods to eliminate obstacles which may inhibit the use of reclaimed water, including pricing.

Task 3 - Reclaimed Water Sources and Reuse Technology

Identify the sources of reclaimed water and current and future reuse technologies:

- Potential sources of reclaimed water include the Southeast Water Reclamation Plant (SEWRP) and the future Northwest Water Reclamation Plant (NWWRP), scheduled to be operational in 2018. Both plants are/will be owned and operated by the City of Lubbock. Describe these facilities, including the following information:
    - Treatment capacities, existing and projected flows, and quantities of available reclaimed water.
    - Treatment processes, design criteria, and plans for future facilities.
    - Reclaimed water quality:

        - Document the quality of the effluent from the SEWRP. Identify additional data necessary to evaluate reclaimed water quality requirements, if any, and request that the City perform laboratory analyses. Identify any parameters that limit the use of SEWRP effluent for eventual potable reuse and additional treatment processes necessary to remove the limitation.
        - Document the effluent discharge permit limits and projected quality of the effluent from the NWWRP.
        - Review current and pending effluent discharge permit limits for the existing SEWRP and identify potential regulatory changes that could impact effluent quality.
- Describe current use of reclaimed water from the SEWRP. Define type of use and amount of water reused. Prepare a map showing existing reclaimed water pipelines and use sites.
- Summarize water reclamation and reuse technology currently in use and opportunities for development of improved technologies to augment the potable water supply.

Task 4 - Water Supply Alternatives

Evaluation of water supply alternatives will consider potable water reuse options as well as non-reuse water supply options to meet future water demands. The potable reuse options to be considered include:

1. Indirect potable reuse (IPR) - surface water augmentation. Several potential surface water IPR strategies were considered as part of the 2013 Strategic Water Supply Plan. These strategies will be used as a starting point to further develop potential surface water IPR options to be evaluated in the feasibility study.
2. Indirect potable reuse (IPR) - groundwater augmentation. The City is currently performing a study to evaluate the feasibility of ASR and groundwater IPR. Results from this study will be used as a starting point to further develop a groundwater IPR option.
3. Direct potable reuse (DPR) - several potential DPR scenarios were considered in the 2013 Strategic Water Supply Plan. In addition, the City was a sponsor and participated in the Texas Water Development Board project to develop a resource document for DPR. Information from these studies will be used as a starting point to develop potential DPR options to be considered.

Non-reuse alternatives to be evaluated will include the following strategies considered in the 2013 Strategic Water Supply Plan:

1. Development of Phase 2 of surface water supply from Lake Alan Henry
2. Development of an additional transmission line from the Roberts County Well Field to the CRMWA aqueduct

The evaluation of water supply alternatives will include the following sub-tasks:

- Define the water supply objectives that all alternatives are to meet.
- Define water quality performance targets for each potable reuse alternative, including pathogen removal goals, chemical targets and aesthetic goals.
- An initial screening evaluation of potable reuse alternatives will be performed using available information developed from existing studies. A decision matrix summarizing cost and non-cost factors will be used as a tool to identify no more than three

recommended potable reuse alternatives for subsequent detailed evaluation. A workshop with City staff will be held to review the decision matrix and discuss criteria, weighting factors and rankings.

- Describe water supply alternatives (other than the proposed reuse alternatives) to meet the objectives, including benefits of each alternative, total project cost, life cycle cost, and corresponding cost of the project water produced expressed in dollars per million gallons and/or dollars per acre-foot.
- Define up to three treatment process schemes for each potable reuse alternative. Document how each scheme will meet established water quality performance targets.
- Develop conceptual treatment and conveyance designs for each of the potable reuse alternatives. Illustrate system infrastructure for each alternative on a GIS map.
    - Identify the general infrastructure, including but not limited to, wastewater treatment upgrades, advanced water treatment, pipelines, pump stations, etc., that is needed to treat and convey reclaimed water while meeting Federal and State legal and permitting requirements.
- Describe waste-stream discharge treatment and disposal water quality requirements for each of the alternatives.
    - Evaluate alternatives for disposal of concentrate for treatment schemes that generate concentrate streams (such as reverse osmosis)
        - Determine expected concentrate water quality based on available data.
        - Evaluate the feasibility of a surface discharge of concentrate
            - Define receiving water quality requirements
            - Define any additional treatment needed to meet receiving water quality goals
    - Evaluate other strategies for disposal, as needed, which may include:
        - Deep well injection
        - Evaporation ponds/mechanical evaporators
        - Additional advanced treatment to reduce volume of concentrate stream or achieve zero liquid discharge
    - Define strategies for discharge treatment or disposal of other waste-stream residuals generated by each potable reuse treatment scheme.

Task 5 - Costs and Benefits

Develop cost and benefit information for each of the potable reuse project alternatives:

- Develop life-cycle cost estimates. The level of detail will be as required for feasibility studies in RM D&S, Cost Estimating (FAC 09-01). Estimates will include:
    - Capital costs, including expenditures for major structures and facilities and other types of construction and non-construction expenses.
    - Annual operation, maintenance, and replacement costs.
    - Unit costs in terms of dollars per million gallons and/or dollars per acre-foot of capacity.
- Prepare a tabular comparison of life-cycle costs for the potable reuse alternatives with life-cycle costs developed for non-reuse alternatives (developed in Task 4).
- Identify and analyze potential benefits, including but not limited to, the following:
    - Reduction, postponement, or elimination of development of new or expanded water supplies;

    - Reduction or elimination of the use of existing diversions from natural watercourses, or withdrawals from aquifers;
    - Reduction of demand on existing Federal or other water supply facilities; and
    - Reduction, postponement, or elimination of new or expanded wastewater facilities.
- Where sufficient information is available, develop quantitative benefit estimates for the potable reuse alternatives.
- For benefits that are difficult to quantify (e.g., a drought tolerant water supply, reduced water importation, and other social or environmental benefits), provide qualitative descriptions of the benefits.

Task 6 - Energy Evaluation

Efficient use of energy will be a significant consideration in the development of and evaluation of each of the potable reuse alternatives.

- Evaluate the energy requirements of each of the potable reuse alternatives and prepare a tabular comparison of projected energy usage.
- Evaluate potential energy saving measures that could be integrated into the design of new treatment facilities, such as energy recovery systems and/or variable frequency drives.
- Evaluate the feasibility of including renewable energy elements as part of the project by
    - Purchasing energy from a local utility that provides renewable energy
    - Integrating renewable energy components into the treatment and conveyance systems, such as wind turbines, solar panels or micro-turbines.

Task 7 - Environmental Considerations and Potential Effects

For the potable reuse alternatives, identify environmental considerations and potential impacts:

- Describe potentially significant impacts on endangered or threatened species, public health or safety, natural resources, regulated waters of the United States, or cultural resources.
- Describe potentially significant environmental effects or unique or undefined environmental risks.
- Describe the status of required Federal, state, tribal, and/or local environmental compliance measures, including copies of any documents that have been prepared, or results of any relevant studies.
- Describe other available information that would assist with assessing the measures that may be necessary to comply with the National Environmental Policy Act (NEPA) and other applicable Federal, state, or local environmental laws such as the Endangered Species Act or the Clean Water Act. ·
- Describe how the proposed potable reuse alternatives will affect water supply and water quality from the perspective of a regional, watershed, aquifer, or river basin condition.
- Describe the extent of public involvement in the feasibility study and summarize comments received, if any.
- Describe the potential effects the project may have on historic properties. Include potential mitigation measures, the potential for adaptive reuse of facilities, an analysis of historic preservation costs, and the potential for heritage education, if necessary.

Task 8 - Legal and Institutional Requirements
Identify legal and institutional requirements or barriers to implementation of the proposed potable reuse alternatives:

- For direct potable reuse, use information developed in the Texas Water Development Board Direct Potable Reuse Resource Document to inform identification of legal issues.
- Identify permits required for implementation. These may include, but not be limited to State Chapter 210 authorizations, Federal 404 permits, State permits under Chapter 290, or State TPDES discharge permits.
- Identify water rights issues, including rights to wastewater discharges, potentially resulting from implementation of the proposed potable reuse alternatives.
- Identify the need for multi-.jurisdictional or interagency agreements, any coordination undertaken, and any planned coordination activities.
- Describe permitting procedures required for the implementation of water reclamation projects in the study area and any measures that the City can implement that could speed the permitting process.
- Describe any unresolved issues associated with implementing the proposed water reclamation and reuse project, how and when such issues will be resolved, and how the project would be affected if such issues are not resolved.
- Identify current and projected wastewater discharge requirements resulting from the proposed potable reuse alternatives. Depending on the outcome of the concentrate disposal evaluation, this discussion may include requirements for disposal of concentrate through a surface discharge.

Task 9 - Economic Analysis and Selection of Water Supply Alternative
Taking into account information developed in the previous tasks, perform an economic analysis of the proposed potable reuse alternatives relative to other water supply alternatives and select the City's preferred water supply alternative:

- Describe current study area conditions and provide projections of the future with and without the project. Describe how the project can alleviate economic problems and meet future water demands.
- Compare the costs of the potable reuse alternatives and the other water supply alternatives. Cost comparisons will be based on meeting the same water demands and will use the same interest rates and analysis periods.
- Select a preferred alternative. Justify the selection in terms of meeting objectives, demands, needs, cost effectiveness, and other criteria important to the decision.

Task 10 -- Public Outreach Plan

- Document available resources and tools developed by the WateReuse Research Foundation and other utilities related to public outreach.
- Provide recommendations for public outreach and education strategies that may be used to communicate with the public regarding implementation of the recommended Title XVI project.

Task 11 - Implementation and Funding Plan
Develop an implementation and funding plan, including the following information:

- A plan for implementing the preferred alternative:

- Describe the treatment and infrastructure requirements.
- Describe the extent to which the proposed alternative will use proven technologies and conventional system components.
- Identify basic research needs, if any.
    - Describe research needs associated with the proposed potable reuse project, including the objectives to be accomplished through research. Depending on treatment schemes identified, pilot- and/or bench-scale testing of treatment processes will likely be necessary to obtain TCEQ approval. Research related to concentrate disposal strategies may also be identified.
        - Describe the basis for Reclamation participation in the identified research.
        - Identify the parties who will administer and conduct necessary research.
- Develop a schedule for implementation of the preferred alternative, including basic research, pilot-testing, design and construction, customer contracts, permitting, and other necessary elements.

- A plan for funding the proposed project construction, operation, maintenance, and replacement costs:
    - Describe the willingness of the City to pay for its share of capital costs and the full operation, maintenance, and replacement costs.
    - Describe how the City will pay construction, annual operation and maintenance, and replacement costs. Identify the potential sources of revenue, including grants and/or loans that may be available to fund design and construction of the preferred alternative.
    - Describe all Federal and non-Federal sources of funding and any restrictions on such sources, for example, minimum or maximum cost-share limitations.
    - Describe the reasonably foreseeable future actions that the City would take if Federal funding were not provided for the proposed water reclamation and reuse project, including estimated costs.

Task 12- Final Report

Prepare a draft report and submit to the City for review. Address City's comments and prepare a final draft report to be submitted to the Bureau of Reclamation for review. Address Reclamation comments and prepare a final Title XVI feasibility report that organizes and describes work performed in the previous tasks and meets applicable requirements of RM Directives & Standards WTR 11-01. Three printed copies and one electronic copy will be provided to the City for all draft and final versions of the report.

Task 13 -- Project Administration

Monitor the project staffing, budget and schedule during the project. Assist the City in providing semi-annual financial and program performance reports to the Bureau of Reclamation.

Task 14– Meetings and Conference Calls

- Prepare for and attend up to three meetings with the City to review project progress. It is anticipated that these meetings will occur at the following milestones:
    1. Project kickoff
    2. Screening evaluation workshop (see Task 4)
    3. Following completion of the detailed alternatives evaluation
- Prepare for and coordinate monthly conference calls with the City, as needed, to provide updates on project progress, information needs, etc.

Project Schedule

It is anticipated that the entire project will take approximately 24 months to complete.

Exhibit B
Payment of Fees

Potable Water Reuse Implementation Feasibility Study
Alan Plummer Associates, Inc.

The City shall pay Engineer for services set forth in Exhibit A on a lump sum basis by task, as indicated in the attached schedule below. The Engineer will invoice the City monthly based on the estimated percent complete of each task. The final payment for Task 14 will be paid upon receipt by the City of all deliverables for this Project.

Task	**Description**	**Task Budget**
Task 1	Preliminary Project Planning/Background Info.	$8,000
Task 2	Water Reclamation and Reuse Opportunities	$2,000
Task 3	Reclaimed Water Sources and Reuse Technology	$5,000
Task 4	Water Supply Alternatives	$100,000
Task 5	Costs and Benefits	$68,000
Task 6	Energy Evaluation	$36,000
Task 7	Environmental Considerations/Potential Effects	$13,000
Task 8	Legal and Institutional Requirements	$7,000
Task 9	Economic Analysis & Alternative Selection	$7,000
Task 10	Public Outreach Plan	$6,000
Task 11	Implementation & Funding Plan	$14,000
Task 12	Final Report	$47,000
Task 13	Project Administration	$35,000
Task 14	Meetings & Conference Calls	$27,000
	Total Fee	**$ 375,000**

ALAN PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2015

Staff Description	Staff Code	2015 Rate
Admin Staff	A1-A3	$ 75.00
Senior Admin Staff	A4	$ 102.00
Designer/Technician	C1-C2	$ 90.00
Senior Designer/Technician	C3-C4	$ 115.00
Engineer-in-Training/Scientist-in-Training	ES1-ES3	$ 115.00
Project Engineer/Scientist	ES4	$ 135.00
Senior Project Engineer/Scientist	ES5	$ 150.00
Project Manager	ES6	$ 175.00
Senior Project Manager	ES7	$ 218.00
Electrical Engineer	EE1	$ 140.00
Senior Electrical Engineer	EE2	$ 240.00
Structural Engineer	SE1	$ 140.00
Senior Structural Engineer	SE2	$ 210.00
Principal	ES8-ES9	$ 260.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.10 will be applied to all direct expenses

City of Lubbock, TX
Capital Project
Project Cost Detail
September 10, 2015

Capital Project Number:	8579
Capital Project Name:	Wastewater Direct Reuse Evaluation
Capital Project Number:	8597
Capital Project Name:	Wastewater Indirect Reuse Evaluation

	8579 Budget	8597 Budget
Encumbered/Expended		
Alan Plummer Associates Inc.	$ 50,000	-
City of Lubbock staff time/Other Cost	1,983	-
Agenda Item September 10, 2015		
Alan Plummer Associates Inc.	187,500	187,500
Encumbered/Expended To Date	239,483	187,500
Estimated Costs for Remaining Appropriation		
Evaluation	60,517	62,500
Remaining Appropriation	60,517	62,500
Total Appropriation	$ 300,000	250,000

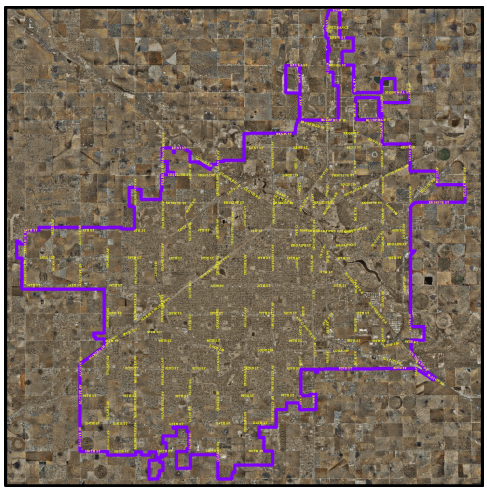
Project Name **Wastewater Direct Reuse Evaluation** *Project Number* **8579**

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 begin assessing the water quality requirements and associated treatment regimes, risks, and implementation scenarios for using treated effluent to supplement other raw water sources in the potable water treatment system. The effort includes assessing various treatment technologies for costs, energy requirements, residuals generated and associated disposal methods, regulatory requirements, and related issues. Several treatment scenarios may be identified for demonstration testing to further evaluate the feasibility, costs, monitoring, performance, and reliability aspects. Portions of the project may possibly be done jointly with other west Texas cities that have similar interests and objectives.

Project Justification

The project allows Wastewater staff to perform due diligence and planning necessary to be prepared to use treated wastewater to supplement its existing and future water supplies. While indirect reuse of treated wastewater is a common practice among municipalities, direct reuse has recently gained acceptance as a viable option as a result of emerging technologies. Indirect reuse can be more expensive and take more time to implement than direct reuse. Therefore, these two alternatives need to be evaluated and compared.

Project History

Increasing demands for water supply combined with technologies that allow systems to treat wastewater to very high quality levels has stimulated water utilities in Texas to consider direct potable reuse as part of an integrated water management strategy. Traditional indirect reuse allows the natural environment to act as a buffer or barrier between the discharged water and the potable water treatment system, providing dilution, blending, and detention time in a stream, reservoir, or other natural system. The City of Lubbock has several indirect water reuse alternatives that could supplement the existing potable water supply including constructing Lake 7 and the Post Reservoir. Reservoir permitting and construction is expensive and time consuming. If technologies are available to treat wastewater to higher standards, direct reuse may be a more cost effective approach to reuse.

$300,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			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	300,000	0	0	0	0	0	0	300,000
Total Project Appropriation	300,000	0	0	0	0	0	0	300,000

			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 Pay-As-You-Go	300,000	0	0	0	0	0	0	300,000
Total Funding Sources	300,000	0	0	0	0	0	0	300,000

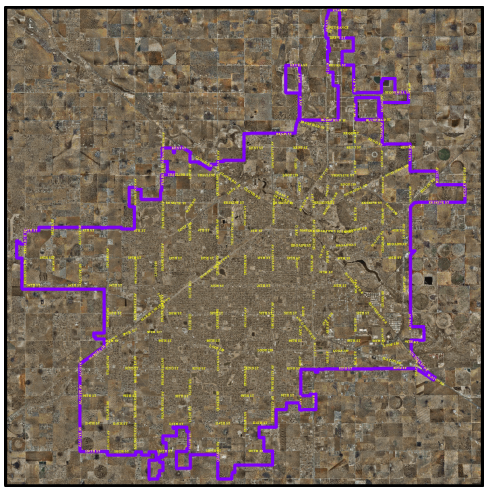
Project Name **Wastewater Indirect Reuse Evaluation** *Project Number* **8597**

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 assess reclaimed water strategies contained in the 2013 Strategic Water Supply Plan. These strategies include the North Fork Diversion at County Road 7300, the North Fork Diversion to the Lake Alan Henry Pump Station, the South Fork Discharge, and the construction of Lake 7, or the Post Reservoir. The amount of reclaimed water available for indirect reuse will be evaluated. A conceptual design of the highest ranked strategy (North Fork Diversion at County Road 7300) will be developed which includes evaluation of appropriate diversion and transmission facilities including potential locations for such facilities. The conceptual design will include the assessment of water quality requirements and associated treatment regimes and implementation scenarios. The effort includes an evaluation of permitting, regulatory requirements, and other related issues. The collection of field data to assist in the evaluation may be necessary for the conceptual design.

Project Justification

The indirect use of reclaimed water to supplement the City's water supply is an important part of the 2013 Strategic Water Supply Plan. This project allows Wastewater staff to perform due diligence and planning necessary to be prepared to use treated wastewater to supplement the City's existing and future water supplies. Indirect reuse of reclaimed water is a common practice among municipalities. Indirect reuse provides natural barriers that "polish" the reclaimed water, but it can be more expensive and take more time to implement that direct reuse. Therefore, more information is needed to evaluate the various indirect reuse alternatives and the potential benefits they may add to Lubbock's water supply.

Project History

The cost of finding, developing, transporting new water supplies to Lubbock is expensive. An alternative to finding and developing new sources of water is to reclaim wastewater for reuse as a potable water supply. Traditional indirect reuse allows the natural environment to act as a buffer or barrier between the discharged water and the potable water treatment system, providing dilution, blending, and detention time in a stream, reservoir, or other natural systems. The City's 2013 Strategic Water Supply Plan includes several strategies that indirectly use reclaimed water. Since diversion facilities take many years to permit and construct, feasibility studies and conceptual designs are necessary to determine whether these strategies provide a feasible water supply solution.

$250,000 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	250,000	0	0	0	0	0	0	250,000
Total Project Appropriation	250,000	0	0	0	0	0	0	250,000

			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 Wastewater Pay-As-You-Go	250,000	0	0	0	0	0	0	250,000
Total Funding Sources	250,000	0	0	0	0	0	0	250,000

Regular City Council Meeting **6. 14.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution – Water Resources: Consider a resolution authorizing the Mayor to execute contract 12516 with Alan Plummer & Associates, Inc. (APAI) to evaluate and develop water conservation programs.

Item Summary

In February 2013, Lubbock City Council adopted the 2013 Strategic Water Supply Plan. Section 5 in the Strategic Water Supply Plan discusses and evaluates the potential effectiveness of various water conservation strategies and programs.

In August 2013, the City entered into a contract with APAI to further evaluate and provide recommendations regarding the City's water conservation strategies, water conservation plan, and drought contingency plan. Their evaluation included a review of the conservation strategies listed in the Strategic Water Supply Plan, as well as other suitable conservation strategies not yet considered.

This contract allows APAI to build upon the previous evaluations and develop several Water Conservation Programs for the City of Lubbock.

Fiscal Impact

$70,000 is appropriated in the Water Utilities Water Conservation Operational Budget.

Staff/Board Recommending

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

Attachments

Resolution- APAI-Water Conservation

Water Conservation Program Agreement- APAI

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Agreement for the evaluation of Water Conservation Strategies, by and between the City of Lubbock and Alan Plummer Associates, Inc., 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:

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

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.PSC-Alan Plummer Assoc Inc-Evaluation Water Conservation Strategies
8.26.15

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement (Agreement), effective as of the ___ day of September 2015, is by and between City of Lubbock, Texas (City), a Texas home rule municipal corporation, and Alan Plummer Associates, Inc. (Engineer), a corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the City intends to refine and implement water conservation measures that will help preserve its existing water resources, and the City desires to obtain professional engineering services to provide assistance with water conservation and water resource planning and evaluation (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 Agreement, the City and ENGINEER hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption until December 31, 2017. The term may be extended by subsequent amendments of this Agreement, with the written and authorized consent of both parties.

ARTICLE II. SERVICES AND COMPENSATION

ENGINEER shall perform the services described in Exhibit A--Scope of Services with regard to the Activities and payment shall be due and payable upon receipt in accordance with Exhibit B- Compensation. Payments due ENGINEER under this Agreement shall be electronically transferred either by ACH, specifically in CCD+ or CTX format, or wire transfer to the bank account and in accordance with the bank instructions identified in ENGINEER's most recent invoice in immediately available funds no later than the payment due date. Invoice number and project name shall be referenced in the bank wire reference fields or the ACH addenda information. In the event that such electronic funds transfer methods are not available to City, then payments due ENGINEER under this Agreement shall be made by check and mailed to the PO Box identified in the remittance instructions on the ENGINEER's most recent invoice. The Remittance Advice document shall be mailed with the check to the PO Box.

ARTICLE III. TERMINATION

A. General. City may terminate this Agreement, 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. In the event the City shall default in the performance of any term or provision of this Agreement for any reason other than failure by ENGINEER to perform hereunder, ENGINEER may, if said default shall be continuing after five (5) days notice of such default is deemed received by the City, exercise any right or remedy available to it by law, contract, equity or otherwise.

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

ARTICLE IV. NON-ARBITRATION

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

ARTICLE V. ACKNOWLEDGEMENTS

A. Existence. ENGINEER is a corporation duly organized in the State of Texas, 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 Agreement and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of ENGINEER. This Agreement 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 Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional engineering services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional engineering services, as contemplated hereby.

F. Use of Copyrighted Material. ENGINEER agrees that any materials provided by ENGINEER for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation or ordinance relating to the use or reproduction of materials. ENGINEER shall be solely responsible for ensuring that any materials provided by ENGINEER pursuant to this Agreement 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.

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

ARTICLE VI. SCOPE OF WORK

ENGINEER shall accomplish the following:

Professional Engineering Services related to the Activities in Exhibit A – "Scope of Services".

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

ENGINEER and City agree that ENGINEER shall perform the duties under this Agreement 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, 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. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>Commercial General Liability:</u>	
Combined Single Limit:	$1,000,000
<u>Professional Liability:</u>	
Combined Single Limit:	$1,000,000 per occurrence $2,000,000 annual aggregate

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

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 of Lubbock.

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.

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 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 Agreement 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 Agreement.

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.

This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.

ARTICLE XI. INDEMNITY

ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, , 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, REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF 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 OF 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 Agreement, 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 Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall

be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

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

Alan Plummer Associates, Inc.
Attn: Ellen McDonald, P.E., Principal
1320 South University Drive, Suite 300
Fort Worth, Texas 76107
Email: emcdonald@apaienv.com
Telephone: (817) 870-2536

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., Director of Water Utilities
P. O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Email: aspear@mylubbock.us
Telephone: (806) 775-2585

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

ARTICLE XIV. CITY-PROVIDED DATA

City shall furnish 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 Agreement (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 Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. 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 Agreement 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 Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and 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 AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

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

I. Entire Agreement. This Agreement, 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, 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 will assume sole liability for any reuse or modification of the ENGINEER's work product without ENGINEER's prior written consent.

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. No Personal Liability. Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.

O. Sovereign Immunity Acknowledged and Retained. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE CITY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT THE CITY MAY HAVE BY OPERATION OF LAW. THE CITY RETAINS ALL GOVERNMENTAL IMMUNITIES.

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

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

EXECUTED as of the Effective Date hereof.

ALAN PLUMMER ASSOCIATES, INC

Ellen T. McDonald, P.E., Principal

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

Exhibit A
Scope of Services
Water Conservation Program Development
City of Lubbock, Texas

STATEMENT OF PURPOSE - The goals of the proposed Scope of Work are to work in conjunction with the City of Lubbock Staff, Water Advisory Commission and selected stakeholder groups to select and evaluate water conservation strategies for possible implementation by the City of Lubbock. The potential program strategies were originally developed as part of a Water Conservation Planning and Strategy Evaluation conducted by APAI in 2013 for the City of Lubbock.

TASK 1 – SELECT WATER CONSERVATION STRATEGIES

The water conservation strategy selection process will include three strategy selection workshops with City staff and members of the Water Advisory Commission; a community stakeholder workshop; and development of a technical memorandum.

Subtask 1.1 – Select Strategies

Subtask 1.1a – APAI will meet with City staff and the Water Advisory Commission to present the findings of the 2013 Water Conservation Planning and Strategy Evaluation and to explore each strategy in detail. This process will involve two three-hour workshops aimed at providing the Commission with the information necessary to develop recommendations for potential water conservation programs. The first three-hour workshop will address residential program options, while the second three-hour workshop will address commercial program options.

Subtask 1.1b – Based on the two workshops, APAI will develop a list of recommended program concepts for introduction to stakeholder groups. Each program concept will include the following:

1. A minimum of two different options to be considered for each program concept.
2. A summary of how each program option would work and the steps that must be taken for the end user to participate in the program.
3. Costs to the end user associated with program participation.
4. Costs to the City associated with program participation.
5. Potential program scope in terms of size and water savings goals.

Subtask 1.2 – Solicit Stakeholder Feedback

Subtask 1.2a - Using more than 20 years of experience in working with a wide variety of stakeholder groups to develop and implement water conservation programs and measures, APAI will work with the City of Lubbock to identify members for two stakeholder groups: a commercial group and a residential group.

Subtask 1.2b – APAI will facilitate a three hour stakeholder workshop to solicit feedback on each program option developed by City staff and the Water Advisory Commission.

Subtask 1.2c – APAI will compile feedback from the stakeholder workshop for presentation to City staff and the Water Advisory Commission.

Subtask 1.2d - APAI will meet with City staff and the Water Advisory Commission to present the findings and feedback received from the stakeholder workshop. These findings will then be used to finalize the recommendations for potential programs to be implemented by the City.

Subtask 1.3 - Technical Memorandum

Subtask 1.3a - Prepare a technical memorandum (TM) summarizing the results and recommendations of Task 1. Provide a draft copy of the TM to the City in electronic format for review. Address comments and prepare a final TM to be submitted to the City in electronic format.

TASK 2 – DEVELOP WATER CONSERVATION PROGRAMS

Based on the recommendations of City staff and the Water Advisory Commission, APAI will develop detailed program guidelines, program budgets and proposed schedules to be used for future implementation.

Subtask 2.1 – Develop Program Guidelines

Subtask 2.1a – Develop step guidelines for each recommended program and option. Guidelines will include, but are not limited to:

1. Program Rules
2. Program Eligibility Requirements
3. Expected levels of Participation
4. Product Specifications
5. Product Warranty Requirements
6. Contractor Requirements
7. Insurance Requirements
8. Determination of Incentives
9. Preparation of RFPs/RFQs
10. Verification Requirements
11. Staffing Requirements
12. Potential Funding Mechanisms

Subtask 2.2 – Develop Proposed Budgets

Subtask 2.2a – Based on the program type, complexity and scope, APAI will develop proposed budgets for each program option.

Subtask 2.3 – Develop Proposed Schedules - Based on the program type, complexity and scope, APAI will develop proposed schedules for implementation of each program option. Proposed schedules will be based on the time needed for implementation of each task and not on a specific date.

Subtask 2.4 – Technical Memorandum

Subtask 2.4a **-** Prepare a technical memorandum (TM) summarizing the results and recommendations of Task 2. Provide a draft copy of the TM to the City in electronic format for review. Address comments and prepare a final TM to be submitted to the City in electronic format.

Project Schedule

Water Conservation Program Development

TASK	TASK DESCRIPTION	ESTIMATED START DATE	ESTIMATED COMPLETION DATE
1.1	Select Strategies	10/1/2015	10/31/2015
1.2	Solicit Stakeholder Feedback	11/1/2015	11/30/2015
1.3	Prepare Technical Memorandum	12/1/2015	12/31/2015
2.1	Develop Program Guidelines	1/1/2016	1/31/2016
2.2	Develop Program Budgets	2/1/2016	3/2/2016
2.3	Develop Program Schedules	2/1/2016	3/2/2016
2.4	Prepare Technical Memorandum	3/2/2016	3/31/2016

Exhibit B
Payment of Fees
Water Conservation Program Development
City of Lubbock, Texas

The City shall pay Engineer for services set forth in Exhibit A on a lump sum basis by task, as indicated in the attached schedule below. The Engineer will invoice the City monthly based on estimated percent complete of each task. The final payment for Task 2.4 will be paid upon receipt by the City of all deliverables for this Project.

Task	Description	Task Budget
Task 1	***Select Water Conservation Strategies***	
Task 1.1	Select Conservation Strategies	$10,000
Task 1.2	Solicit Stakeholder Feedback	$20,000
Task 1.3	Technical Memo – Strategy Selection	$8,000
Task 2	***Develop Water Conservation Programs***	
Task 2.1	Develop Program Guidelines	$13,000
Task 2.2	Develop Program Budgets	$6,000
Task 2.3	Develop Program Schedules	$5,000
Task 2.4	Technical Memo – Programs	$8,000
	Total Fee	**$70,000**

ALAN PLUMMER ASSOCIATES, INC.
Hourly Fee Schedule
2015

Staff Description	Staff Code	2015 Rate
Admin Staff	A1-A3	$ 75.00
Senior Admin Staff	A4	$ 102.00
Designer/Technician	C1-C2	$ 90.00
Senior Designer/Technician	C3-C4	$ 115.00
Engineer-in-Training/Scientist-in-Training	ES1-ES3	$ 115.00
Project Engineer/Scientist	ES4	$ 135.00
Senior Project Engineer/Scientist	ES5	$ 150.00
Project Manager	ES6	$ 175.00
Senior Project Manager	ES7	$ 218.00
Electrical Engineer	EE1	$ 140.00
Senior Electrical Engineer	EE2	$ 240.00
Structural Engineer	SE1	$ 140.00
Senior Structural Engineer	SE2	$ 210.00
Principal	ES8-ES9	$ 260.00

Billing rates may be adjusted by up to 4 percent annually (at the beginning of each calendar year) during the term of this agreement.

A multiplier of 1.10 will be applied to all direct expenses

Regular City Council Meeting **6. 15.**

Meeting Date: 09/10/2015

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2015-O0085 abandoning and closing a 3,123.06 square foot tract of land (alley) out of Block 2, Dupree Addition, Lubbock County, Texas located at 1916 Texas Avenue.

Item Summary

On August 27, 2015, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a 3,123.06 square foot tract of land (alley) out of Block 2, Dupree Addition, which is located between Avenue J and Texas Avenue just south of 19th Street. The City owns both sides of the alley closure. The closure is due to the construction of the new Fire Station 1. The construction of 20th Street will be just south of the new Fire Station between Avenue J and Texas Avenue.

Public Works Engineering and all utility companies are in agreement with the alley closure.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Ordinance - Closed Alley and Dupree Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING AN ALLEY RIGHT-OF-WAY, LOCATED IN BLOCK 2, DUPREE ADDITION, 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 alley right-of-way hereinafter described in the body of this Ordinance is no longer needed for right-of-way purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for right-of-way purposes and for public use; NOW THEREFORE:

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

SECTION 1. THAT the alley right-of-way as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for right-of-way purposes and for public use, such 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 on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, City Attorney

Dupree Addition.ord
July 24, 2015

EXHIBIT

"A"

METES & BOUNDS DESCRIPTION of an 3123.06 square feet tract being a portion of the Dupree Addition as recorded in Volume 18, Page 463, Deed Records of Lubbock County, Texas, (DRLCT) and portions of the alleys dedicated in Volumes 365, Page 364; Volume 314, Page 118; Volume 313, Page 402 and Volume 320, Page 7, said 3123.06 square feet tract being further described as follows:

BEGINNING at the Southwest corner of Lot 3 said Dupree Addition for the Southeast corner of this tract.

THENCE N. 88° 14' 55" W. a distance of 16.00 feet to the current Southwest corner of Lot 34 said Dupree addition same being the Southeast corner of an alley closure per City of Lubbock Alley Closure - Ordinance 3902, for the Southwest corner of this tract.

THENCE N. 01° 45' 05" E., along the East line of said Alley Closure - Ordinance 3902 a distance of 89.16 feet to a point in the South line the Kuykendall Tract, as recorded in Volume 359, Page 40of for the alley (Vol. 365 Pg. 364)for the Northwest corner of this tract.

THENCE S. 88° 14' 55" E., a distance of 121.60 feet to a point in the West right-of-way line of Texas Avenue as recorded in Volume 444, Page 194 and Volume 447, Page 42, DRLCT, for the Northeast corner of this tract.

THENCE S. 01° 45' 05" W., along said West right-of-way line a distance of 15.00 feet to the Northeast corner of Lot 2, Block 2, said Dupree Addition for the most Easterly Southeast corner of this tract.

THENCE N. 88° 14' 55" W., along the North line of said Lot 2 and the South line of said alley easement recorded in Volume 320, Page 7, DRLCT, a distance of 90.60 feet to a point for a clip corner of this tract.

Thence S. 46° 45' 05" W., along the South line of said alley easement, a distance of 21.21 feet to a point for a clip corner of this tract.

Thence S. 01° 45' 05" W., along the West line of Lot 2 and Lot 3, said Dupree Addtion, a distance of 59.16 feet to the point of BEGINNING.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North Central Zone 4202, City of Lubbock Geodetic Network and Aerial Control. Distances are Surface, U.S. Survey Feet.

No abstract of title or title commitment was provided to this surveyor for this proposed tract. 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 stated in this description may exist and encumber this property. This description does not constitute or imply a complete title examination and any such title examination are not the responsibility of this surveyor.

* * * * * * * * * * * * * * * *

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I, Cyril H. Turner, Registered

COUNTY OF LUBBOCK : Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land, and to the best of my knowledge and belief, the said description is true and correct.

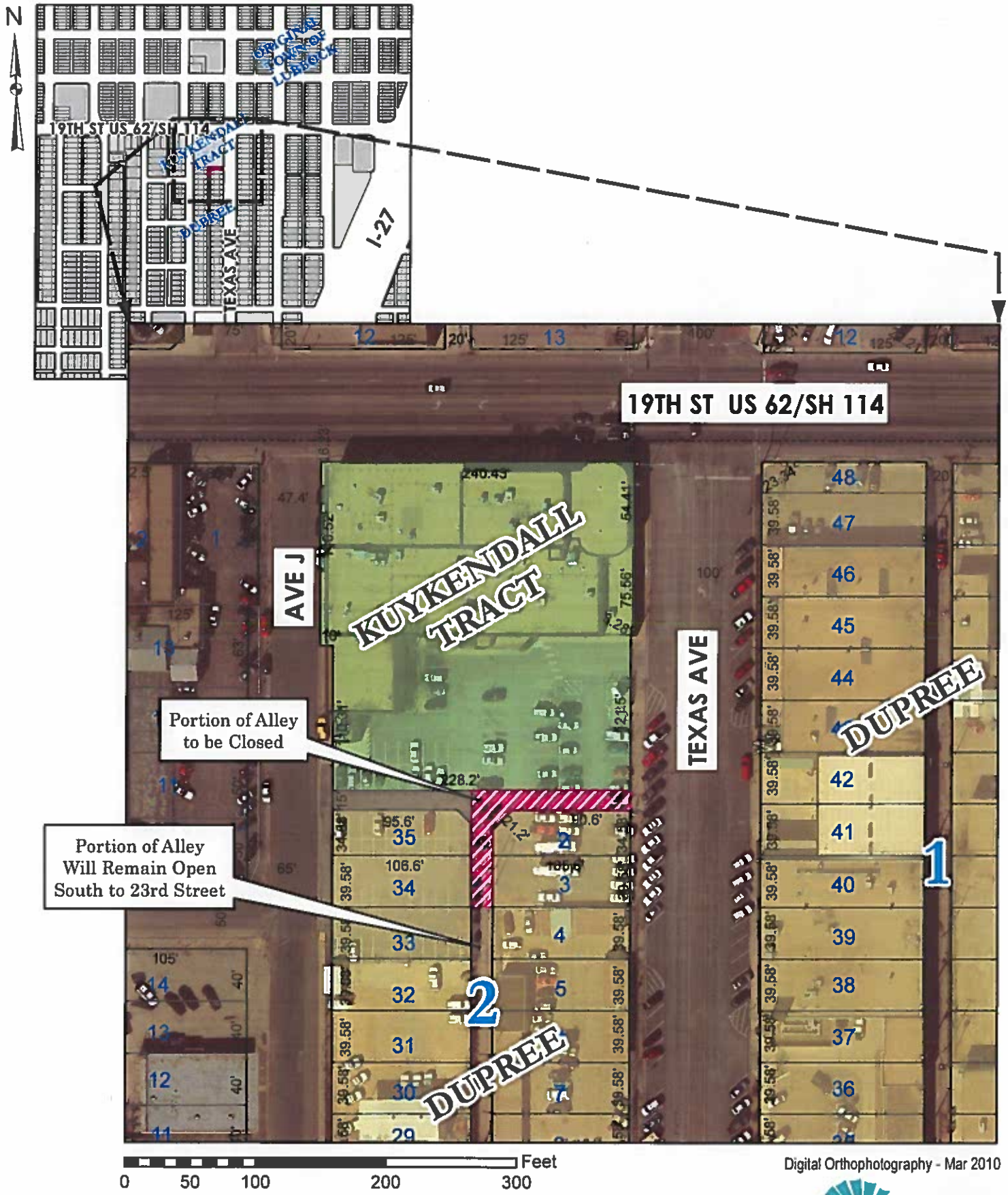
IN WITNESS THEREOF, my hand and seal, this the 16th day of June, A.D., 2015.

STATE OF TEXAS REGISTERED CYRIL HOWARD TURNER 6460 PROFESSIONAL LAND SURVEYOR

Cyril H. Turner
Registered Professional
Land Surveyor #6460

OJD ENGINEERING, L.P. Wolfforth, Texas 806.791.2300 FIRM # 10090900

Proposed Closing of an Alley
Located Adjacent to Lots 2, 3, 34, & 35, Block 2, Dupree Addition and the Kuykendall Tract



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. 16.**

Meeting Date: 09/10/2015

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a temporary drainage and stormwater impoundment easement out of Section 43, Block AK, Lubbock County, Texas, located at 2810 Oakridge Avenue.

Item Summary

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

Storm Water Management is in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Abandoning and Closing Drainage Easement

ORDINANCE NO. _____

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

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, City Attorney

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

EXHIBIT A

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

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

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

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

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

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

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

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

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

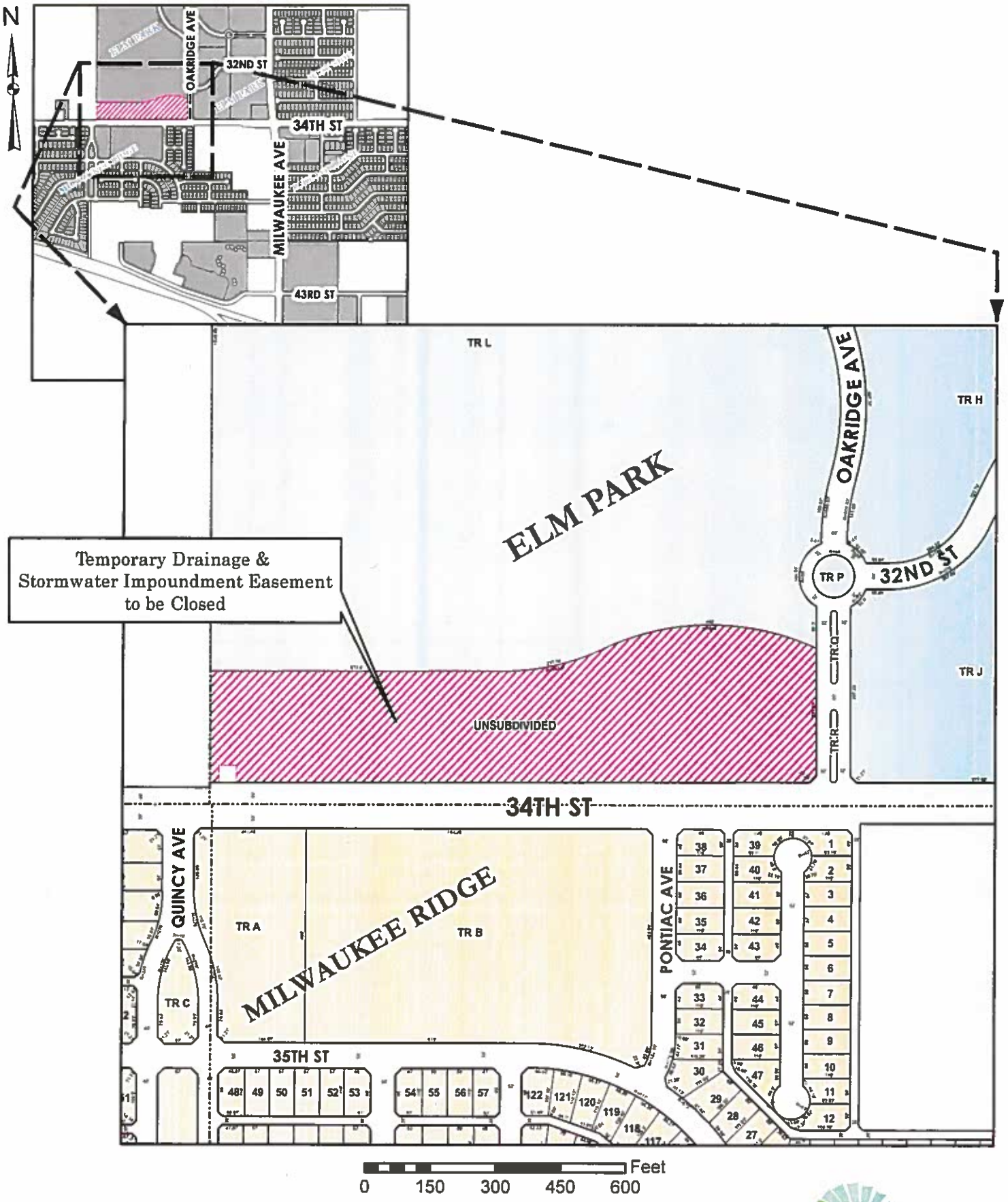
THENCE NORTHEASTERLY, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 239.62 FEET, SAID CURVE HAVING A RADIUS OF 552.50 FEET, A DELTA ANGLE OF 24° 50' 56", A CHORD DISTANCE OF 237.74 FEET AND A CHORD BEARING OF N. 79° 22' 15" E. TO A POINT OF REVERSE CURVATURE FOR THIS TRACT;

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

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

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

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



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City of Lubbock TEXAS

Regular City Council Meeting **6. 17.**

Meeting Date: 09/10/2015

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a temporary garbage service easement and a underground utility easement located in Section 16, Block E-2 also known as lots 69 and 174, Lakeridge Estates of Lubbock, Lubbock County, Texas, easement located at 10005 Savannah Avenue.

Item Summary

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

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

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Abandon and Close - Temporary Garbage and Underground Utility - Lakeridge Estates Lots 69 and 174

ORDINANCE NO. _____

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

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, City Attorney

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

ABACUS ENGINEERING SURVEYING
2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

EXHIBIT "A"

Temporary Garbage Service Easement and Underground Utility Easement

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

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

THENCE S 24° 10' 13" E, 41.86 feet;

THENCE S 32°54'54" W, 10.87 feet;

THENCE West, 188.89 feet;

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

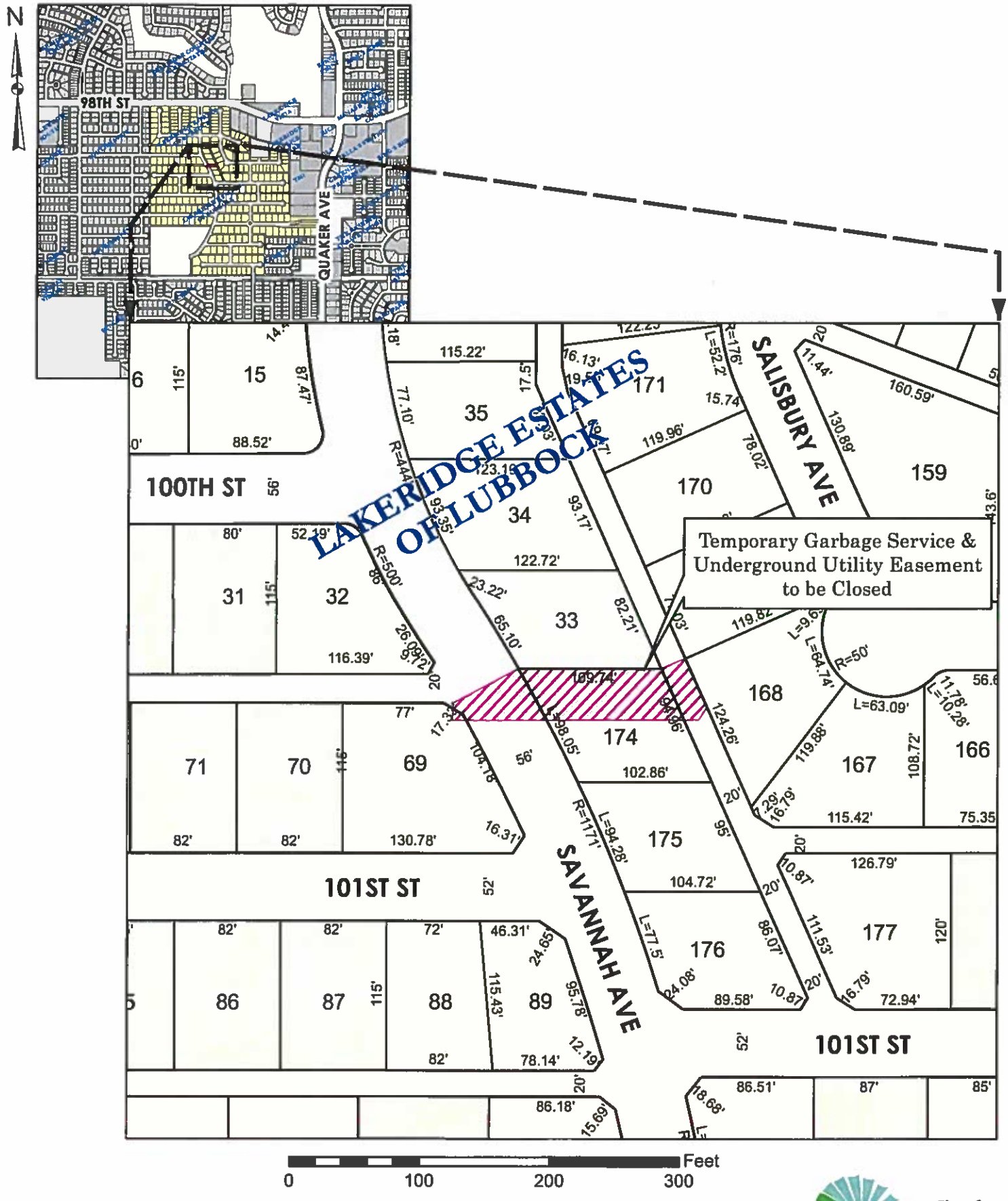
THENCE N 62° 22' 09" E, 56.06 feet to a set 1/2" rod with cap marked RPLS 4460;

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

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

Jon M. Cieszinski, RPLS # 4460
December 17, 2002
These Notes are based on a survey made on the ground and shown on the proposed plat of Lots 1-68 and Tract A-1, Lakeridge Estates South

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



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City of Lubbock TEXAS

Regular City Council Meeting **6. 18.**

Meeting Date: 09/10/2015

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a drainage easement out of Section 16, Block E-2, located at 4509 98th Street.

Item Summary

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

Storm Water Management is in agreement with the easement closure.

Fiscal Impact

None

Staff/Board Recommending

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

Attachments

Ordinance & Closing Drainage Easement 98th Street

ORDINANCE NO. _____

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

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, City Attorney

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

EXHIBIT

tabbies "A"

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

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

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

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

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

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

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

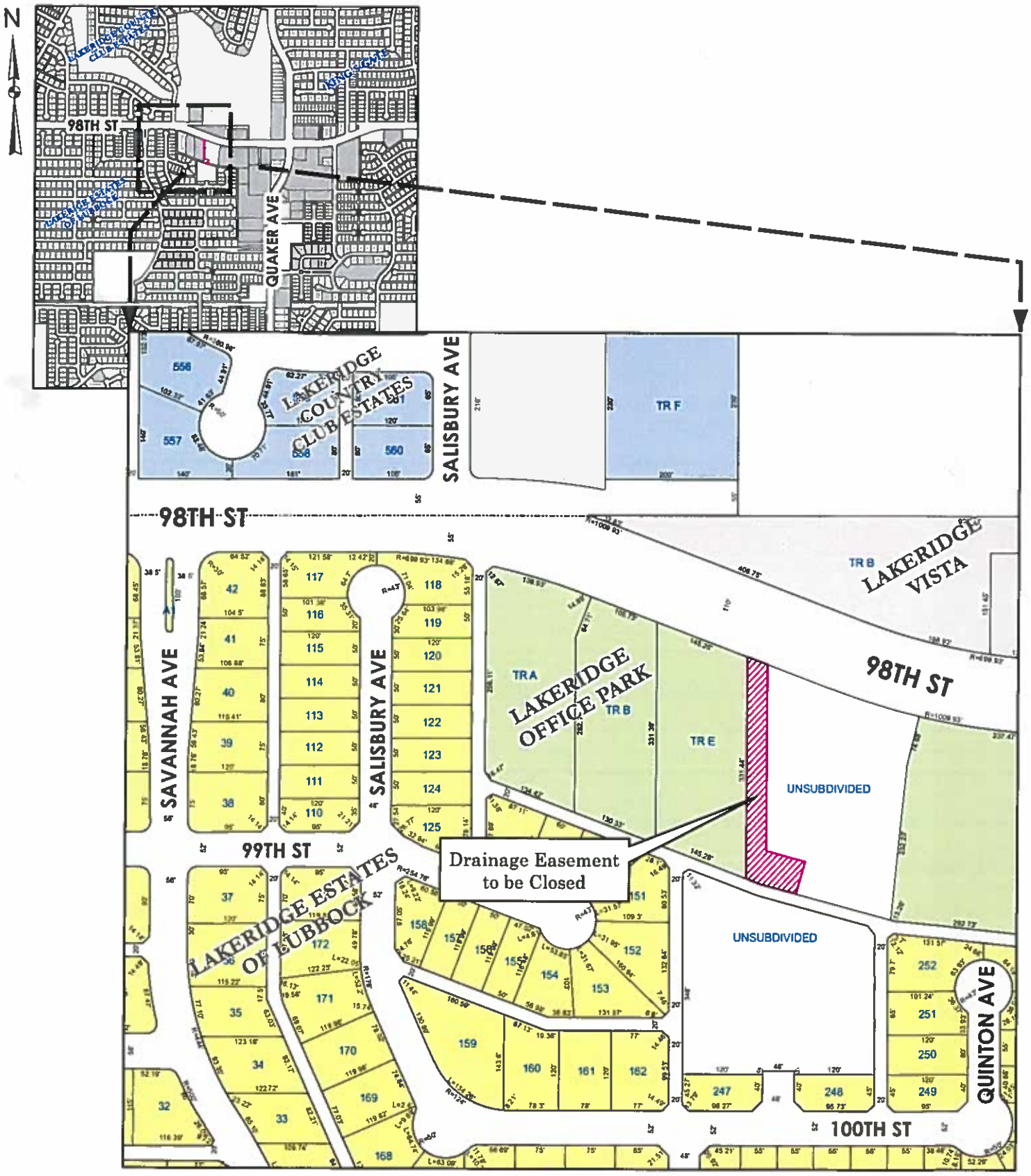
THENCE N. 69°09'58" W., continuing along the North line of said alley, a distance of 23.47 feet to a 1/2" iron rod with cap found for the Southwest corner of this easement;

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

CONTAINS: 0.290 acres

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

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



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City of Lubbock TEXAS

Regular City Council Meeting **6. 19.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Dedicatory Certificate in connection with the platting by the City of Lubbock Tract A, NWWRP Addition to City of Lubbock, a subdivision located in Section 22, Block JS, Lubbock County, Texas, located at 3813 North Slide Road.

Item Summary

This resolution authorizes the Mayor to execute a Dedicatory Certificate for the platting of City owned property to be known as Tract A, NWWRP an Addition to the City of Lubbock. This property was purchased November 8, 2013 from Aubrey Sue Daniel for the construction of the new North West Water Reclamation Plant. The area being platted is 45.001 acres. The Right-of-Way Department initiated this plat for the Public Works Engineering Department and it has been approved by the Planning and Zoning Commission.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Resolution & Dedication Deed

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Dedication Deed, and related documents. Said Dedication Deed is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

RES.Dedication Deed-Northwest Water Reclamation
6/8/15

THE STATE OF TEXAS)
)
COUNTY OF LUBBOCK)

DEDICATION DEED

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

METES AND BOUNDS DESCRIPTION of the Plat Limits of Tract "A", NWWRP Addition, a Subdivision located in Section 22, Block JS, Lubbock County, Texas, being all that 45.001 acre tract described in Exhibit "A", County Clerk File Number (CCFN), 2013046130, Official Public Records of Lubbock County, Texas (OPRLCT) and being further described as follows:

BEGINNING at a 1/2" iron rod with cap found at the Southeast corner of said described tract and in the Western boundary of the plat limits of Lots 1-5, Yellowhouse Vista, an addition located in Sections 13 & 22, Block JS, Lubbock County, Texas, as recorded in Volume 10125, Page 154, OPRLCT, and the Northeast corner of a 7.69 acre tract of land as described in Volume 4991, Page 350 of the Real Property Records of Lubbock County, Texas (RPRLCT), which bears N. 88° 12' 53" W. a distance of 507.18 feet and N. 01° 47' 07" E. a distance of 375.96 feet from a 3/4" iron pipe found at the Southeast corner of Section 22, Block JS, Lubbock County, Texas;

THENCE N. 88° 09' 43" W. along the South line of said described tract and the North line of said 7.69 acre tract, at 55.00 feet pass a 1/2" iron rod with cap set for a point of reference, continuing for a total distance of 1000.00 feet to a 1/2" iron rod with cap found in the North right-of-way line of the A.T. & S.F. Railway as described in Volume 39, Page 48, Deed Records of Lubbock County, Texas (DRLCT), and Volume 1047, Page 373, DRLCT, being the Northwest corner of said 7.69 acre tract and the most Southerly Southwest corner of this tract;

THENCE N. 55° 07' 13" W. along the said North right-of-way line and the Southern boundary line of said described tract, a distance of 475.58 feet to a 1/2" iron rod with cap found at the most Westerly Southwest corner of this tract;

THENCE N. 01° 50' 02" E. along the West line of said described tract, a distance of 1277.62 feet to a 1/2" iron rod with cap found at the Northwest corner of this tract;

THENCE S. 88° 09' 43" E. along the North line of said described tract, a distance of 934.92 feet to a 1/2" iron rod with cap found at the most Northerly Northeast corner of this tract;

THENCE S. 36° 08' 30" E. along the Northern boundary line of said described tract, at 664.25 feet pass a 1/2" iron rod with cap set for a point of reference, continuing for

a total distance of 753.63 feet to a 1/2" iron rod with cap found in the Eastern boundary of said described tract and the Western boundary of a tract of land as described in Volume 9157, Page 59, OPRLCT;

THENCE S. 01° 50' 02" W. along the East line of said tract described in CCFN 2009041200, OPRLCT, and the Western boundary of said tract described in Volume 9157, Page 59, OPRLCT, at 872.05 feet pass a 1/2" iron rod with cap found in the Northwest corner of said Yellowhouse Vista, continuing for a total distance of 942.90 feet to the Point of Beginning.

Contains 45.00 acres, more or less. Bearings are relative to the Texas Coordinate System of 1983, North-Central Zone NAD83 (2011), EPOCH2010.0. Distances are Surface, U.S. Survey Feet.

and does hereby plat the above-described property as thereon shown in accordance with the attached map, prepared by John E. Allen, Registered Professional Land Surveyor No. 5895, on the 10th day of February, 2015, and approved by the Planning Commission of the City of Lubbock, Texas, on the 4 day of June, 2015, and desiring to have the said property platted and duly filed for record as required by law, all as shown on the attached map; NOW, THEREFORE,

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the special benefits to the remainder of the property, all the streets, alleys, and other public properties thereon shown and designated upon said map are hereby DEDICATED to the PUBLIC USE FOREVER; and by these presents do impress the name of **Tract "A", NWWRP ADDITION, a Subdivision located in Section 22, Block JS, Lubbock County, Texas**, upon said property for the correct reference and description thereto, and do hereby adopt the name hereinabove stated and impress the same upon said land, incorporating the said map as a part of this dedication.

EXECUTED this _____ day of _____, 2015.

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

By: _____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Wood Franklin, Director of Public Works

Dave Booher, Right-of-Way Agent

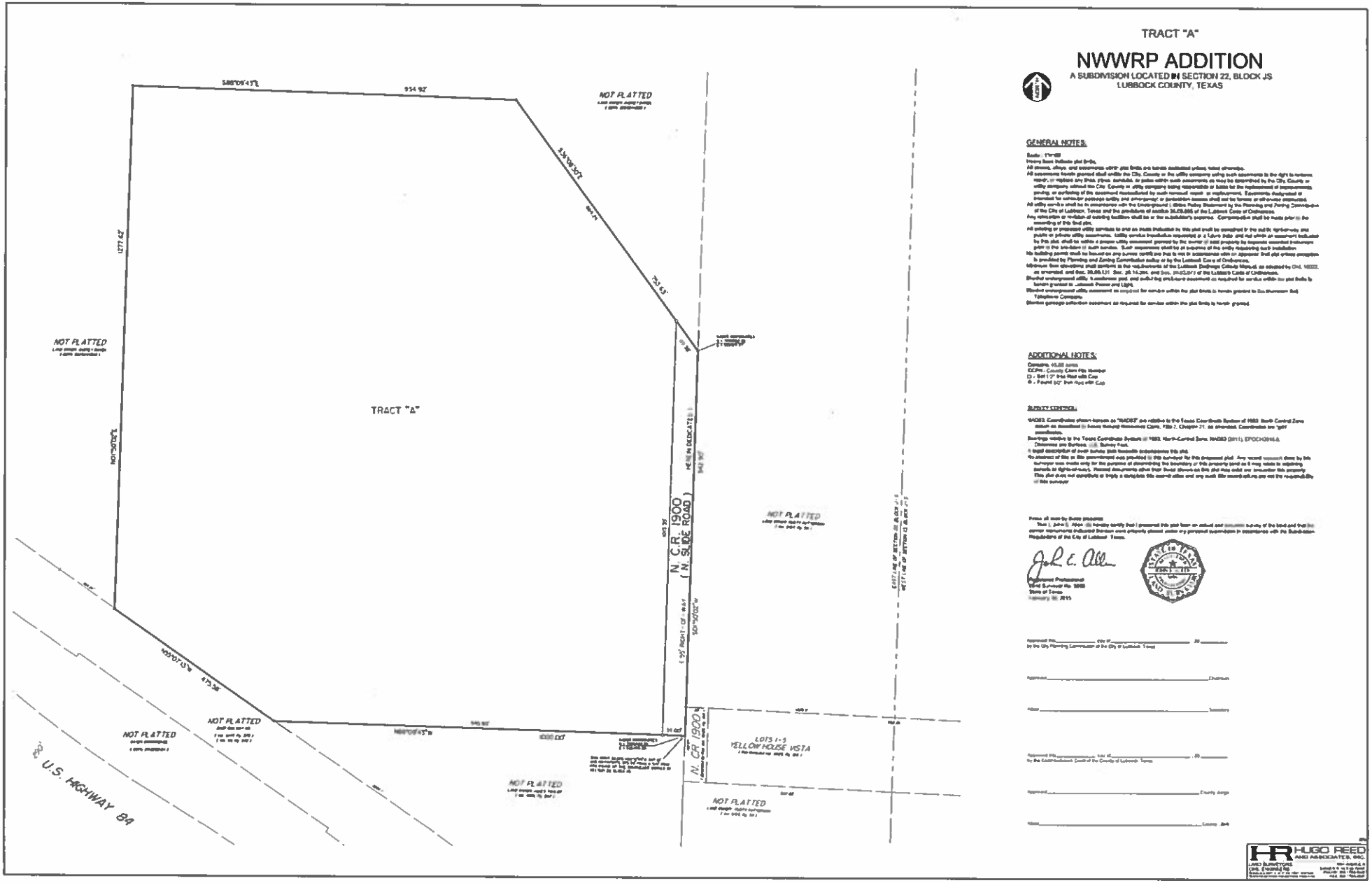
APPROVED AS TO FORM:

Chad Weaver, City Attorney

STATE OF TEXAS)
COUNTY OF LUBBOCK)

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

NOTARY PUBLIC, STATE OF TEXAS



TRACT "A"

NWWRP ADDITION

A SUBDIVISION LOCATED IN SECTION 22, BLOCK JS
LUBBOCK COUNTY, TEXAS

GENERAL NOTES:

ADDITIONAL NOTES:

SURVEY CONTROL:

HUGO REED AND ASSOCIATES, INC.

Regular City Council Meeting **6. 20.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute on behalf of the City of Lubbock a drainage easement from Lubbock Windcrest Estacado I, L.P., regarding the East Erskine Street project from Martin Luther King Jr. Blvd. and east Loop 289, easement being out of Section 2, Block A, Lubbock County, Texas, 2016 East Erskine Street.

Item Summary

The drainage easement is required for the future roadway and drainage improvement for East Erskine Street between Martin Luther King Jr. Blvd and east Loop 289. The proposed design for the roadway widening necessitates a channel behind the back of curb and sidewalk which will be too wide to accommodate only in the right-of-way. Therefore this 10-foot by 50-foot drainage easement is needed for this project.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Resolution - Drainage Easement - Lubbock Windcrest Estacado

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 Drainage Easement in connection with certain property located at 2016 East Erskine Street Lubbock, Texas, owned by Lubbock Windcrest Estacado I, L.P., a Texas limited liability company, and all related documents. Said Easement 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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Drainage Easement-Lubbock Windcrest Estacado I, L.P.
8.13.15

DRAINAGE EASEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT **Lubbock Windcrest Estacado I, L.P., a Texas limited liability company,** herein called "GRANTOR", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS to GRANTOR in hand paid by the **CITY OF LUBBOCK,** a Home Rule Municipal Corporation of Lubbock County, Texas, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further good and valuable consideration in benefits accruing and to accrue to the remainder of GRANTOR'S property, has by these presents GRANTED, BARGAINED, SOLD and CONVEYED and by these presents does GRANT, BARGAIN, SELL and CONVEY, subject to the terms and conditions set forth in Exhibit "A", unto the CITY OF LUBBOCK, its legal representatives, successors and assigns, for the use of the public as a perpetual and permanent drainage easement, the free and uninterrrupted use, liberty of passage in, on, along, over, upon, under, and across all that property lying and being situated in Lubbock County, Texas, and being more particularly described in the attached Exhibit "B".

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

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

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

WITNESS THE EXECUTION OF THIS INSTRUMENT this 3 day of August, 2015.

GRANTOR:

Lubbock Windcrest Estacado I, L.P.,
a Texas limited partnership

By: AHC Windcrest Estacado Associates, LLC,
A Texas limited liability company
Its General Partner

By: On Track Ministries, Inc.
A Texas nonprofit corporation,
Its Sole Manager

By: _____
Clifford P. McDaniel, Executive Director

GRANTEE:

CITY OF LUBBOCK

By: _____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared **Clifford P. McDaniel,** known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said **Lubbock Windcrest Estacado I, L.P., a Texas limited partnership.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3 day of August 2015.

MEREDITH GODFREY
Notary Public, State of Texas
My Commission Expires
July 06, 2019

Meredith Godfrey
Notary Public, State of Texas
My Commission Expires: 7/6/19

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____2015.

_____
Notary Public, State of Texas
My Commission Expires: _____

gs/cityatt/DEasement-AHC Winderest Estacado Village Assoc
7.7.15

Exhibit "A"

Grantor shall warrant and forever defend all and singular the easement interests herein conveyed to the CITY OF LUBBOCK and its heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, by, through, or under Grantor, but not otherwise.

This conveyance is made by Grantor and accepted by the CITY OF LUBBOCK subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to said property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of the said property is located, or that may be apparent on said property.

BY ITS ACCEPTANCE OF THIS EASEMENT CONVEYANCE, AND AS A MATERIAL PART OF THE CONSIDERATION, THE CITY OF LUBBOCK FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT (I) ANY INFORMATION PROVIDED TO THE CITY OF LUBBOCK PERTAINING TO THE SAID PROPERTY BY GRANTOR HAS NOT BEEN INDEPENDENTLY INVESTIGATED OR VERIFIED BY GRANTOR, (II) GRANTOR IS NOT MAKING, AND HAS NOT MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION; AND (III) GRANTOR IS NOT, AND SHALL NOT BE, LIABLE OR BOUND IN ANY MANNER WHATSOEVER BY ANY WRITTEN OR VERBAL STATEMENT, REPRESENTATION, REPORT, SURVEY OR INFORMATION FURNISHED TO THE CITY OF LUBBOCK, OR MADE, BY ANY PARTY WITH RESPECT TO THE SAID PROPERTY OR THE EASEMENT INTEREST HEREBY CONVEYED. THE CITY OF LUBBOCK SPECIFICALLY AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO CONDUCT SUCH TESTS, STUDIES AND INVESTIGATIONS AS THE CITY OF LUBBOCK DEEMS NECESSARY AND APPROPRIATE, THE CITY OF LUBBOCK IS RELYING SOLELY UPON THE CITY OF LUBBOCK'S OWN INVESTIGATION OF THE SAID PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR. THE CITY OF LUBBOCK FURTHER AGREES THAT THE CITY OF LUBBOCK HAS ACCEPTED THE EASEMENT INTEREST IN THE SAID PROPERTY IN ITS CURRENT, "AS IS," WITH ALL FAULTS CONDITION, AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY ITS INVESTIGATIONS. GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS) ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY OR FITNESS OF THE SAID PROPERTY, THE INCOME TO BE DERIVED THEREFROM, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF THE LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES, AND ANY CLAIMS OR CAUSES OF ACTION AGAINST GRANTOR BASED IN WHOLE OR IN PART ON ANY VIOLATION OF, OR ARISING WITH RESPECT TO, ANY FEDERAL, STATE OR LOCAL STATUTE, ORDINANCE, RULE OR REGULATION ARE HEREBY EXPRESSLY WAIVED AND RELEASED BY THE CITY OF LUBBOCK.

EXHIBIT
B

METES AND BOUNDS DESCRIPTION of a 0.0115 acre tract of land located in Section 2, Block A, Lubbock County, Texas, being a portion of that 21.291 acre tract described in Volume 5634, Page 99, Real Property Records of Lubbock County, Texas, said 0.0115 acre tract being further described as follows:

BEGINNING at a 1/2" rod with cap marked "HUGO REED ASSOC" found in the South Right-Of-Way line of East Erskine Street and in the West line of a 20-foot alley as shown on said plat of Tract "A", Estacado Village Addition at the Northeast plat limits corner of Tract "A", Estacado Village Addition to the City of Lubbock as described in Volume 5718, Page 120, and being the Northeast corner of this tract which bears S. 88°31'47" E. a distance of 1613.83 feet and S. 01°34'04" E. a distance of 32.00 feet from the Northwest corner of said Section 2, Block A;

THENCE S. 01°34'04" W., along the East line of said Tract "A" Estacado Village Addition and the West line of said 20-foot alley and the West line of said 21.291 acre tract a distance of 10.00 feet to a 1/2" rod with cap marked "HUGO REED ASSOC" set for the Southeast corner of this tract;

THENCE N. 88°31'47" W., a distance of 50.00 feet to a 1/2" rod with cap marked "HUGO REED ASSOC" set for the Southwest corner of this tract;

THENCE N. 01°28'16" E. a distance of 10.00 feet to a 1/2" rod with cap marked "HUGO REED ASSOC" set in the South Right-Of-Way line of East Erskine Street and Tract "A", Estacado Village Addition, for the Northwest corner of this tract;

THENCE N. 88°31'47" E., along the South Right-Of-Way line of East Erskine Street and Tract "A", Estacado Village Addition a distance of 50.00 feet to the Point of Beginning.

Bearings are relative to Grid North, Texas Coordinate System on 1983 (2011), Epoch 2010.0 North-Central Zone.

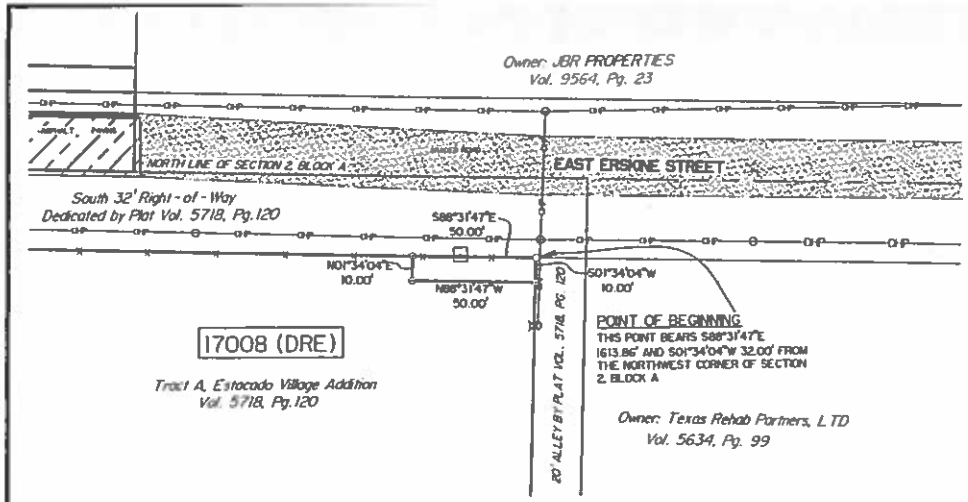
Surveyed on the ground
November 15, 2013

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

STATE OF TEXAS
REGISTERED
ROBERT A CHRISTOPHER
5167
PROFESSIONAL
LAND SURVEYOR

Erskine Parcel # 17008 (DRE) Page 1

Project #8537 R-O-W for Gateway Streets
Parcel No. 17008 (DRE)
PERIMETER SURVEY OF A 0.0115 ACRE TRACT
BEING A PORTION OF
SECTION 2, BLOCK A
Lubbock County, Texas



SCALE: 1"=50'

METES AND BOUNDS DESCRIPTION of a 0.0115 acre tract of land located in Section 2, Block A, Lubbock County, Texas, being a portion of Tract A, Estacado Village Addition to the City of Lubbock according to the map, plat, and/or dedication deed thereof recorded in Volume 5718, Page 120, Real Property Records of Lubbock County, Texas, said 0.0115 acre tract being further described as follows:

BEGINNING at a 1/2" rod with cap marked "HUGO REED ASSOC" found in the South Right-Of-Way line of East Erskine Street and in the West line of a 20-foot alley as shown on plat of said Tract "A", at the Northeast corner of this tract which bears S. 88°31'47" E. a distance of 1613.86 feet and S. 01°34'04" E. a distance of 32.00 feet from the Northwest corner of said Section 2;

THENCE S. 01°34'04" W., along the East line of said Tract "A" and the West line of said 20-foot alley a distance of 10.00 feet to a 1/2" rod with cap marked "HUGO REED ASSOC" set for the Southeast corner of this tract;

THENCE N. 88°31'47" W., a distance of 50.00 feet to a 1/2" rod with cap marked "HUGO REED ASSOC" set for the Southwest corner of this tract;

THENCE N. 01°34'04" E. a distance of 10.00 feet to a 1/2" rod with cap marked "HUGO REED ASSOC" set in the South Right-Of-Way line of East Erskine Street for the Northwest corner of this tract;

THENCE N. 88°31'47" E., along the South Right-Of-Way line of East Erskine Street a distance of 50.00 feet to the Point of Beginning.

Bearings are relative to Grid North, Texas Coordinate System on 1983 (2011), Epoch 2010.0 North-Central Zone.

Surveyed on the ground
November 15, 2013

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

No attempt of title or title assessment was provided to the surveyor. Record research done by the surveyor was made only for the purpose of determining the boundary of the property and of the adjoining parcels. Record documents other than those shown on the survey may exist and encumber this property.

NOTES

HEAVY LINES INDICATE PLAT LIMITS.
O - FOUND 1/2" IRON ROD WITH CAP
⊙ - SET 1/2" IRON ROD WITH CAP
—x— - EXISTING CHAIN LINK FENCE
—o— - EXISTING SIGN
OHP - EXISTING OVERHEAD ELECTRIC
□ - EXISTING TELEPHONE JUNCTION BOX

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 10018100
TEXAS REGISTERED ENGINEERING FIRM F-769
1801 AVENUE N
LUBBOCK, TEXAS 79401
PHONE 806 / 763-5642
FAX 806 / 763-3991

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Regular City Council Meeting **6. 21.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute purchase order contract 90500022 with Exerplay Inc. for play equipment, safety surfacing, benches and installation of all items for the Parks Playground Replacement Capital Project at K.N. Clapp and Mae Simmons Parks.

Item Summary

The $407,905 purchase from Exerplay Inc. of Cedar Crest, New Mexico is made available through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 423-13, known as BuyBoard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code. Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with State bidding requirements, and to identify qualified vendors of commodities, goods, and services.

This purchase includes:
• Play Equipment and installation at both project sites (Chosen by members of the local neighborhoods);
• Safety Surfacing with subgrade prep and installation at both project sites; and
• Park Benches and installation at both project sites.

Estimated time for the completion of this project is 60 calendar days and liquidated damages are $100 per day. Installation activities in this project will be completed concurrently with sitework improvements by others under a separate contract.

Fiscal Impact

$4,168,231 is appropriated in Capital Improvement Project 91170, Park Playground Replacement, with $407,905 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Purchase Order Contract - Exerplay, 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, Purchase Order No. 90500022 for the Texas BuyBoard Contract #423-13 for playground equipment and installation, by and between the City of Lubbock and Exerplay, Inc., of Cedar Crest, New Mexico, and related documents. Said Purchase Order is attached hereto and incorporated into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

RES Exerplay PO 8.25.15
8.25.15

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 08/24/2015
Order Number 90500022 000 OP
Branch/Plant 91170

TO: EXERPLAY INC
PO BOX 1160
CEDAR CREST New Mexico 87008

SHIP TO: CITY OF LUBBOCK
1912 ERSKINE
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 08/24/2015 Freight
Requested 10/29/2015 Taken By S SUMMERS
Delivery PER J STUART REQ #46100 BUYBOARD CONTRACT 423-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Evos Design 150460A	1.000	83,075.0000	EA	83,075.00	10/29/2015
Clapp Park					
5" Arch Swing, 8' Beam Height	1.000	2,460.0000	EA	2,460.00	10/29/2015
Clapp Park					
5" Arch Swing, Add'l Bay	1.000	1,505.0000	EA	1,505.00	10/29/2015
Clapp Park					
Belt Seat w/ Chains, 8' Height	4.000	105.0000	EA	420.00	10/29/2015
Clapp Park					
Welcome Sign	1.000		EA		10/29/2015
Clapp Park					
Play Booster Design 150460C	1.000	79,983.0000	EA	79,983.00	10/29/2015
Simmons Park					
Pod climber	3.000	230.0000	EA	690.00	10/29/2015
Simmons Park					
5" Arch Swing, 8' Beam Height	1.000	2,460.0000	EA	2,460.00	10/29/2015
Simmons Park					

City of Lubbock TEXAS PURCHASE ORDER

Date - 08/24/2015

Order Number 90500022 000 OP

Branch/Plant 91170

TO: EXERPLAY INC
PO BOX 1160
CEDAR CREST New Mexico 87008

SHIP TO: CITY OF LUBBOCK
1912 ERSKINE
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 08/24/2015 Freight

Requested 10/29/2015 Taken By S SUMMERS

Delivery PER J STUART REQ #46100 BUYBOARD CONTRACT 423-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
5" Arch Swing, Add'l Bay	1.000	1,505.0000	EA	1,505.00	10/29/2015
Simmons Park					
Belt Seat w/ Chains, 8' Height	4.000	105.0000	EA	420.00	10/29/2015
Simmons Park					
5% BuyBoard Discount, #423-13	1.000	(8,625.9000)	EA	(8,625.90)	10/29/2015
Clapp and Simmons Equip					
Freight/Shipping	1.000	6,750.0000	EA	6,750.00	10/29/2015
Clapp and Simmons Equip					
Safety Surfacing, installed	1.000	72,292.5000	EA	72,292.50	10/29/2015
Clapp Park					
5% BuyBoard Discount, #423-13	1.000	(3,614.6300)	EA	(3,614.63)	10/29/2015
Clapp Park					
Safety Surfacing, installed	1.000	69,862.5000	EA	69,862.50	10/29/2015
Simmons Park					
5% BuyBoard Discount, #423-13	1.000	(3,493.1300)	EA	(3,493.13)	10/29/2015
Simmons Park					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 08/24/2015

Order Number 90500022 000 OP

Branch/Plant 91170

TO: EXERPLAY INC
PO BOX 1160
CEDAR CREST New Mexico 87008

SHIP TO: CITY OF LUBBOCK
1912 ERSKINE
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 08/24/2015 Freight

Requested 10/29/2015 Taken By S SUMMERS

Delivery PER J STUART REQ #46100 BUYBOARD CONTRACT 423-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
6' Bench	6.000	396.0000	EA	2,376.00	10/29/2015
Clapp and Simmons Park					
Freight/Shipping - Benches	1.000	226.0000	EA	226.00	10/29/2015
Clapp and Simmons Park					
Play Equip Installation	1.000	21,625.0000	EA	21,625.00	10/29/2015
Clapp Park					
Play Equip Installation	1.000	30,000.0000	EA	30,000.00	10/29/2015
Simmons Park					
Provide, install sub-grade	1.000	14,145.0000	EA	14,145.00	10/29/2015
Clapp Park					
Provide, install sub-grade	1.000	13,800.0000	EA	13,800.00	10/29/2015
Simmons Park					
Security Fencing, 60 days	1.000	3,125.0000	EA	3,125.00	10/29/2015
Clapp Park					
Security Fencing, 60 days	1.000	3,125.0000	EA	3,125.00	10/29/2015
Simmons Park					

City of Lubbock TEXAS

PURCHASE ORDER

Date - 08/24/2015

Order Number 90500022 000 OP

Branch/Plant 91170

TO: EXERPLAY INC
PO BOX 1160
CEDAR CREST New Mexico 87008

SHIP TO: CITY OF LUBBOCK
1912 ERSKINE
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 08/24/2015 Freight

Requested 10/29/2015 Taken By S SUMMERS

Delivery PER J STUART REQ #46100 BUYBOARD CONTRACT 423-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Performance/Payment Bond	1.000	13,794.0000	EA	13,794.00	10/29/2015

Clapp and Simmons Park

Total Order

Terms NET DUE ON RECEIPT 407,905.34

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:

Commercial General Liability, per occurrence- $1,000,000 • General Aggregate • Contractual Liability •Products-Comp/Op Agg • Personal and Adv. Injury	Workers Compensation, Statutory Amounts-$500,000 Automotive Liability-Any Auto- $1,000,000
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.	
The State of Texas has adopted the Federal Davis-Bacon wage rates for use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022.	
The successful bidder will be required to furnish a performance bond in accordance with Chapter 2253, government code, in the amount of 100% of the total contract price in the event that said contract price exceeds $100,000 and the successful bidder will be required to furnish a payment bond in accordance with Chapter 2253, government code, in the amount of 100% of the total contract price in the event that said contract price exceeds $50,000. Said statutory bonds should be issued by a company carrying a current Best Rating of "A" or better. The bonds must be in a form acceptable to the City attorney and must be dated the same date that the contract was awarded.	

This purchase order encumbers funds in the amount of $407,905.34 awarded Exerplay, Inc. of Cedar Crest, NM on September 10, 2015. The following is incorporated into and made part of this purchase order by reference: Quotation Number MM081215-1 dated August 12, 2015 Exerplay, Inc. of Cedar Crest, NM and Texas BuyBoard Contract 423-13. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505. 281.0155
Toll Free 800.457.5444
www.exerplay.com

exerplay, inc.

DATE	NUMBER
8/12/2015	MM081215-1

QUOTATION

Quote Prepared for:	Purchase Order to be Issued To:
City of Lubbock Clapp and Simmons Parks Attn: Jeff Stuart Email: jstuart@mail.ci.lubbock.tx.us	Exerplay, Inc. PO Box 1160 Cedar Crest, NM 87008-1160 Buy Board Contract #423-13 Please fax a copy to Exerplay:505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	JT	Lubbock, TX	4 - 6 Weeks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
	Clapp & Simmons Parks BuyBoard #423-13 Lubbock, TX			
	LANDSCAPE STRUCTURES Clapp Park			
Landscape Str...	Evos per Design 150460A	1	83,075.00	83,075.00
177330A	5" Arch Swing Frame 8' Beam Height Only	1	2,460.00	2,460.00
177331A	5" Arch Swing Frame Additional Bay 8' Beam Height Only	1	1,505.00	1,505.00
174018A	Belt Seat w/Chains ProGuard Chains for 8' Beam Height	4	105.00	420.00
182503C	Welcome Sign, 5-12 yrs, DB	1	0.00	0.00
	Simmons Park			
Landscape Str...	Playbooster per Design 150460C	1	79,983.00	79,983.00
120710A	Pod Climber® 8"	3	230.00	690.00
177330A	5" Arch Swing Frame 8' Beam Height Only	1	2,460.00	2,460.00
177331A	5" Arch Swing Frame Additional Bay 8' Beam Height Only	1	1,505.00	1,505.00
174018A	Belt Seat w/Chains ProGuard Chains for 8' Beam Height	4	105.00	420.00
BuyBoard	Contract #423-13, 5%		-8,625.90	-8,625.90
Freight	Freight/shipping charges		6,750.00	6,750.00
	FOREVERLAWN Clapp Park			
ForeverLawn	PlaygroundGrass Academy, SafetyFoam Pads, Crumb Rubber Infill, approx 5355 sqft with an 8' Fall Height. Includes Delivery and Installation		72,292.50	72,292.50
BuyBoard	Contract #423-13, 5%		-3,614.63	-3,614.63
	Simmons Park			
ForeverLawn	PlaygroundGrass Academy, SafetyFoam Pads, Crumb Rubber Infill, approx 5175 sqft with an 8' Fall Height. Includes Delivery and Installation		69,862.50	69,862.50
BuyBoard	Contract #423-13, 5%		-3,493.13	-3,493.13
	WEBCOAT SITE FURNISHINGS			

Quote prepared by Michelle Mckean
michelle@exerplay.com

TOTAL

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505. 281.0155
Toll Free 800.457.5444
www.exerplay.com

exerplay, inc.

DATE	NUMBER
8/12/2015	MM081215-1

QUOTATION

Quote Prepared for:	Purchase Order to be Issued To:
City of Lubbock Clapp and Simmons Parks Attn: Jeff Stuart Email: jstuart@mail.ci.lubbock.tx.us	Exerplay, Inc. PO Box 1160 Cedar Crest, NM 87008-1160 Buy Board Contract #423-13 Please fax a copy to Exerplay:505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Net 30	JT	Lubbock, TX	4 - 6 Weeks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
B6WBWINGLI...	6' Bench with contoured back and arms inground mt.	6	396.00	2,376.00
Freight	Freight/shipping charges (QUO0075486)		226.00	226.00
Install	Installation of Playground Equipment at Clapp park		21,625.00	21,625.00
Install	Installation of Playground Equipment at Simmons Park		30,000.00	30,000.00
Install	Provide and install sub grade - Clapp park		14,145.00	14,145.00
Install	Provide and install sub grade - Simmons Park		13,800.00	13,800.00
Fencing	Security Fencing, 60 days - Clapp park		3,125.00	3,125.00
Fencing	Security Fencing, 60 days - Simmons Park		3,125.00	3,125.00
Bond	Performance/Payment Bond		13,794.00	13,794.00
Notes !	Pricing is for the above listed equipment and installation only and does not include site security, site preparation beyond noted above or any applicable taxes or permits. Pricing is good for 30 days. There will be a 3% fee added to your invoice if you choose to pay by credit card			0.00

Quote prepared by Michelle Mckean
michelle@exerplay.com

TOTAL $407,905.34

City of Lubbock, TX
Capital Project
Project Cost Detail
September 10, 2015

Capital Project Number:	91170
Capital Project Name:	Park Playground Replacement

		Budget
Encumbered/Expended		
Materials Cost:	$	877,877
Construction Cost:		825,352
City of Lubbock Staff		134,540
Professional Services		18,066
Administration		9,123
Exerplay, Inc. Elmore, Leftwich, Maedgen & Ribble		782,332
Exerplay, Inc. Chatman & Hinojosa Playground		389,913
Exerplay, Inc. Phil Hoel Park		167,111
Agenda Items September 10, 2015		
Exerplay, Inc. Clapp & Simmons: Equipment		407,905
Turfmaster Irrigation & Landscaping - Sitework		158,151
Encumbered/Expended To Date		3,770,371
Estimated Costs for Remaining Appropriation		
Playground Replacement		397,860
Remaining Appropriation		397,860
Total Appropriation	$	4,168,231

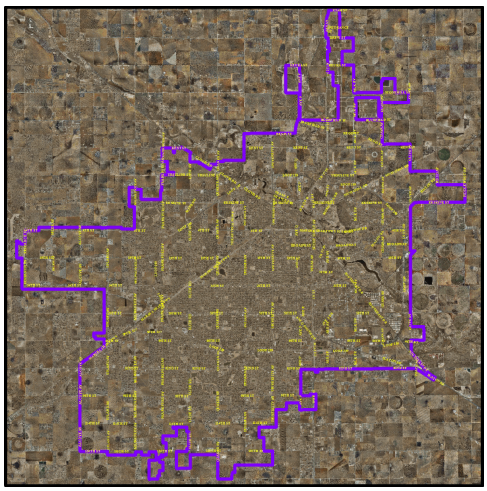
Project Name **Park Playground Replacement** *Project Number* **91170**

Managing Department **Parks and Recreation**

Project Manager **Jeffrey Stuart**

Project Classification **Replacement Facility**

Project Status **Approved**



Project Scope

Replace old, worn, weathered, cracked, and rusted playground equipment with new colorful, metal, multi-activity choices for park users of all ages. The renovation includes installation of perimeter sidewalks and resilient safety surfacing. Playground replacements are performed in the following order: Lusk, Washington and Rodgers Parks in FY 2015-16; Butler, Carter and Casey Parks in FY 2016-17; Smith, Higginbotham and Dupree Parks in FY 2017-18; Mahon, North Mackenzie and South Mackenzie Parks in FY 2018-19; Wheelock, Carlisle and Cook Parks in FY 2019-20; Additional Parks as funding allows in future years.

Project Justification

Park playgrounds have a life span of 20 years. Priorities for replacement in the playground inventory are based on age and condition. Currently, the oldest, most worn playgrounds are 22 years old. With replacement parts being difficult or impossible to find, damaged or missing play components are barricaded, resulting in greatly diminished play value and unsightliness, but necessary for safety reasons. Parking and "accessible routes" to these playgrounds do not comply with current ADA standards in many cases. Photographic documentation of these cases Is available.

Project History

The majority of playgrounds in Lubbock are approximately 20 years old. Woods, Hollins, Burns, Guadalupe, Berry, and Maxey, Stubbs, Kastman, and Ratliff, Chatman, Hinojosa, Hoel Parks have been completed. Stevens, Clapp, Simmons and Crow Parks should be completed in 2015.

$200,000 was appropriated in the FY 2005-06 budget, Ord. No. 2005-00106, September 8, 2005.
$275,000 was appropriated in FY 2006-07 budget, Ord. No. 2006-00098, September 13, 2006.
$275,000 was appropriated in the FY 2007-08 budget, 2007-00091, September 13, 2007.
$607,531 was appropriated in the FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$671,079 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$705,304 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$298,964 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$793,163 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
$848,685 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.
Reduced appropriation by $506,495 in FY 2014-15 Budget Amendment No. 24, Ord. No. 2015-O0054, June 11, 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	3,931,851	0	918,218	982,494	1,051,268	1,124,857	1,198,479	9,207,167
Design and Engineering	236,380	0	53,442	57,183	61,186	65,469	69,719	543,379
Total Project Appropriation	4,168,231	0	971,660	1,039,677	1,112,454	1,190,326	1,268,198	9,750,546

Project Name **Park Playground Replacement** *Project Number* **91170**

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 2006 Tax Supported CO's	256,255	0	0	0	0	0	0	256,255
FY 2007 Tax Supported Revenue CO's	360,357	0	0	0	0	0	0	360,357
FY 2008 Tax Supported Revenue CO's	275,000	0	0	0	0	0	0	275,000
FY 2009 Tax Supported Revenue CO's	258,388	0	0	0	0	0	0	258,388
FY 2011 Tax Supported Revenue CO's	671,079	0	0	0	0	0	0	671,079
FY 2012 Tax Supported Revenue CO's	705,304	0	0	0	0	0	0	705,304
FY 2014 Tax Supported Revenue CO's	793,163	0	0	0	0	0	0	793,163
FY 2015 Tax Supported Revenue CO's	848,685	0	0	0	0	0	0	848,685
FY 2017 Tax Supported Revenue CO's	0	0	971,660	0	0	0	0	971,660
FY 2018 Tax Supported Revenue CO's	0	0	0	1,039,677	0	0	0	1,039,677
FY 2019 Tax Supported Revenue CO's	0	0	0	0	1,112,454	0	0	1,112,454
FY 2020 Tax Supported Revenue CO's	0	0	0	0	0	1,190,326	0	1,190,326
FY 2021 Tax Supported Revenue CO's	0	0	0	0	0	0	1,268,198	1,268,198
Total Funding Sources	4,168,231	0	971,660	1,039,677	1,112,454	1,190,326	1,268,198	9,750,546

Regular City Council Meeting **6. 22.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute contract 12471 with Turfmaster Irrigation and Landscape, Inc. for sitework improvements for the park playground replacements at K.N. Clapp and Mae Simmons Parks, ITB 15-12471-TF.

Item Summary

The project will provide site improvements for playground replacement at Clapp and Simmons parks including demolition of old playground, rough grading, concrete flatwork, new drinking fountain, related American with Disabilities Act (ADA) parking, fine grading, re-establishment of turf in disturbed areas and irrigation system modifications as required. This project will be completed concurrently with the playground equipment, safety surfacing and bench installation by others under a separate contract.

The following companies submitted bids:

Company	K.N. Clapp Park	Mae Simmons Park	Total Bid
Turfmaster Irrigation and Landscape Inc. of Lubboock, TX	89,881	68,270	$158,151
JR Landscaping and Sprinkler Systems, Inc. of Lubbock, TX	139,000	120,000	259,000

The City has worked with Turfmaster Irrigation and Landscaping Inc., over the past several years and has successfully completed over two hundred fifty acres of irrigation on thirteen sites for the Parks Department and has worked on the well conversion project for the Water Department.

The contract is awarded by the lump sum. Time for completion is 90 calendar days and liquidated damages are $100 per day. Staff recommends contract award to the lowest bidder meeting specifications, Turfmaster Irrigation and Landscape, Inc. of Lubbock, Texas for $158,151.

Fiscal Impact

$4,168,231 is appropriated in Capital Project 91170, Park Playground Replacement with $158,151 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Turfmaster Irrigation and Landscaping, Inc

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12471, for construction costs and services related to sitework for playground replacements at Clapp Park and Simmons Park as per ITB 15-12471-TF, by and between the City of Lubbock and Turfmaster Irrigation and Landscaping, 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 this ____ day of _____ , 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

RES Turfmaster Irrigation 8.21.15
August 21, 2015

REVISED

BID SUBMITTAL FORM
LUMP SUM PRICE CONTRACT

DATE: 8-20-15

PROJECT NUMBER: ITB 15-12471-TF - Sitework for Playground Replacements at Clapp & Simmons Parks

Bid of Turfmaster Irrigation + Landscaping, Inc. (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of Sitework for Playground Replacements at Clapp & Simmons Parks, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

ITEM NO.	DESCRIPTION	U/M	QTY	LUMP SUM
CLAPP PARK BASE BID:				
1	Erosion Control BMP's as needed.	LS	1	$ 1,000
2	Demolition and removal of designated items including all necessary incidentals to complete the work, furnished.	LS	1	$ 21,000.00
3	Rough grading at parking area and caliche playground pad, compacted, to grade.	LS	1	$ 25,705.00
4	Concrete typical 24" curb and gutter, Type 'A', sawtooth curb and gutter, concrete stemwall, and concrete maintenance curb to lines and grades according to plans. Includes all necessary incidentals to complete the work, furnished and installed, complete in place.	LS	1	$ 2,476.00
5	All concrete sidewalks, conditions A and B, sloped sidewalk at parking area, and water fountain pad. Includes all necessary reinforcement, concrete, and necessary incidentals to complete the work, furnished and installed, complete in place.	LS	1	$ 19,500.00

Bidder's Initials

ITEM NO.	DESCRIPTION	U/M	QTY	LUMP SUM
CLAPP PARK BASE BID:				
6	ADA accessible parking signage, parking stop, and parking striping, including all necessary incidentals to complete the work, furnished and install, complete in place.	LS	1	$ 1800.00
7	2" HMAC, City of Lubbock Type D asphalt patching/repair as necessary relating to curb ramps, ADA parking and curb & gutter.	LS	1	$ 1200.00
8	Playground subsurface drainage and gravel sump, furnished and installed, complete per plan.	LS	1	$ 2,400.00
9	Furnish and install drinking fountain per plan and details, complete and operational.	LS	1	$ 3,800.00
10	Irrigation system, all associated materials and equipment fully tested and operational including all necessary incidentals to complete the work, furnished and installed, complete in place.	LS	1	$ 6,000.00
11	Earthwork and fine grading Fine Grade, sodding, and hydro-mulched seed planted and established to a "uniform stand," turf maintenance, landscape rehabilitation work including all necessary incidentals to complete the work, furnished and installed, complete in place.	LS	1	$ 5,000.00
	TOTAL (ITEMS 1 -11)		**$**	89,881

JP Bidder's Initials

ITEM NO.	DESCRIPTION	U/M	QTY	LUMP SUM
SIMMONS PARK BASE BID:				
12	Erosion Control BMP's as needed.	LS	1	$ 1000.00
13	Demolition and removal of designated items including all necessary incidentals to complete the work, furnished.	LS	1	$ 17,500.00
14	Rough grading and caliche playground pad, compacted, to grade.	LS	1	$ 19,570.00
15	All concrete sidewalks, conditions A and B. Includes all necessary reinforcement, concrete, and necessary incidentals to complete work, furnished and installed, complete in place.	LS	1	$ 13,500.00
16	Playground subsurface drainage and gravel sump, furnished and installed, complete per plan.	LS	1	$ 2,400.00
17	Furnish and install drinking fountain per plan and details, complete and operational.	LS	1	$ 3,800.00
18	Irrigation system, all associated materials and equipment fully tested and operational including all necessary incidentals to complete the work, furnished and installed, complete in place.	LS	1	$ 5,000.00
19	Earthwork and fine grading Fine Grade, sodding, and hydro-mulched seed planted and established to a "uniform stand," turf maintenance, landscape rehabilitation work including all necessary incidentals to complete the work, furnished and installed, complete in place	LS	1	$ 5500.00
	TOTAL (ITEMS 12-19)			$ 68,270.00

Bidder's Initials

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **90 Calendar Days** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **$100** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

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

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

Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for N/A **Dollars ($_____) or a Bid Bond in the sum of** One hundred fifty-eight thousand one hundred fifty-one **Dollars ($158,151.00), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.**

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

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

Date: 8-20-15

Authorized Signature

Jimmy Schneider
(Printed or Typed Name)

Turfmaster Irrigation + Landscaping Inc.
Company

11410 Trafalga Ave
Address

Lubbock, Lubbock
City, County

Texas, 79424
State Zip Code

Telephone: 806 - 787 - 3767

Fax: 806 - 407 - 5806

(Seal if Bidder is a Corporation)

ATTEST:

_____
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 8-13-15
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.
75-2658808

EMAIL: jimmyturfmaster@gmail.com

M/WBE Firm:						
	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

By _____ Date: 8-20-15
Authorized Representative - must sign by hand

Officer Name and Title: Jimmy Schneider, Pres.
Please Print

Business Telephone Number 806.787.3767 FAX: 806.407-5806

E-mail Address: jimmyturfmaster@gmail.com

FOR CITY USE ONLY

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

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

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

City of Lubbock, TX
Capital Project
Project Cost Detail
September 10, 2015

Capital Project Number:	91170
Capital Project Name:	Park Playground Replacement

		Budget
Encumbered/Expended		
Materials Cost:	$	877,877
Construction Cost:		825,352
City of Lubbock Staff		134,540
Professional Services		18,066
Administration		9,123
Exerplay, Inc. Elmore, Leftwich, Maedgen & Ribble		782,332
Exerplay, Inc. Chatman & Hinojosa Playground		389,913
Exerplay, Inc. Phil Hoel Park		167,111
Agenda Items September 10, 2015		
Exerplay, Inc. Clapp & Simmons: Equipment		407,905
Turfmaster Irrigation & Landscaping - Sitework		158,151
Encumbered/Expended To Date		3,770,371
Estimated Costs for Remaining Appropriation		
Playground Replacement		397,860
Remaining Appropriation		397,860
Total Appropriation	$	4,168,231

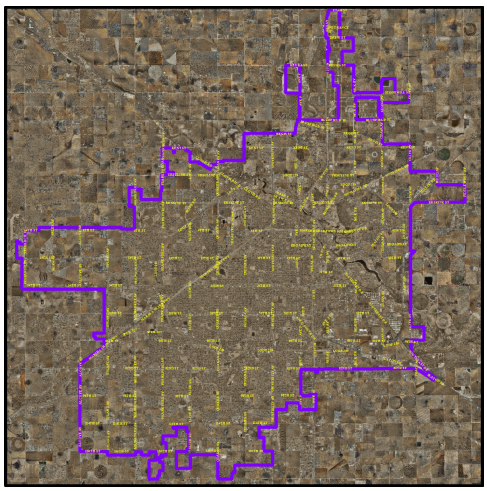
Project Name **Park Playground Replacement** *Project Number* **91170**

Managing Department **Parks and Recreation**

Project Manager **Jeffrey Stuart**

Project Classification **Replacement Facility**

Project Status **Approved**



Project Scope

Replace old, worn, weathered, cracked, and rusted playground equipment with new colorful, metal, multi-activity choices for park users of all ages. The renovation includes installation of perimeter sidewalks and resilient safety surfacing. Playground replacements are performed in the following order: Lusk, Washington and Rodgers Parks in FY 2015-16; Butler, Carter and Casey Parks in FY 2016-17; Smith, Higginbotham and Dupree Parks in FY 2017-18; Mahon, North Mackenzie and South Mackenzie Parks in FY 2018-19; Wheelock, Carlisle and Cook Parks in FY 2019-20; Additional Parks as funding allows in future years.

Project Justification

Park playgrounds have a life span of 20 years. Priorities for replacement in the playground inventory are based on age and condition. Currently, the oldest, most worn playgrounds are 22 years old. With replacement parts being difficult or impossible to find, damaged or missing play components are barricaded, resulting in greatly diminished play value and unsightliness, but necessary for safety reasons. Parking and "accessible routes" to these playgrounds do not comply with current ADA standards in many cases. Photographic documentation of these cases Is available.

Project History

The majority of playgrounds in Lubbock are approximately 20 years old. Woods, Hollins, Burns, Guadalupe, Berry, and Maxey, Stubbs, Kastman, and Ratliff, Chatman, Hinojosa, Hoel Parks have been completed. Stevens, Clapp, Simmons and Crow Parks should be completed in 2015.

$200,000 was appropriated in the FY 2005-06 budget, Ord. No. 2005-00106, September 8, 2005.
$275,000 was appropriated in FY 2006-07 budget, Ord. No. 2006-00098, September 13, 2006.
$275,000 was appropriated in the FY 2007-08 budget, 2007-00091, September 13, 2007.
$607,531 was appropriated in the FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$671,079 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$705,304 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$298,964 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$793,163 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
$848,685 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.
Reduced appropriation by $506,495 in FY 2014-15 Budget Amendment No. 24, Ord. No. 2015-O0054, June 11, 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	3,931,851	0	918,218	982,494	1,051,268	1,124,857	1,198,479	9,207,167
Design and Engineering	236,380	0	53,442	57,183	61,186	65,469	69,719	543,379
Total Project Appropriation	4,168,231	0	971,660	1,039,677	1,112,454	1,190,326	1,268,198	9,750,546

Project Name **Park Playground Replacement** *Project Number* **91170**

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 2006 Tax Supported CO's	256,255	0	0	0	0	0	0	256,255
FY 2007 Tax Supported Revenue CO's	360,357	0	0	0	0	0	0	360,357
FY 2008 Tax Supported Revenue CO's	275,000	0	0	0	0	0	0	275,000
FY 2009 Tax Supported Revenue CO's	258,388	0	0	0	0	0	0	258,388
FY 2011 Tax Supported Revenue CO's	671,079	0	0	0	0	0	0	671,079
FY 2012 Tax Supported Revenue CO's	705,304	0	0	0	0	0	0	705,304
FY 2014 Tax Supported Revenue CO's	793,163	0	0	0	0	0	0	793,163
FY 2015 Tax Supported Revenue CO's	848,685	0	0	0	0	0	0	848,685
FY 2017 Tax Supported Revenue CO's	0	0	971,660	0	0	0	0	971,660
FY 2018 Tax Supported Revenue CO's	0	0	0	1,039,677	0	0	0	1,039,677
FY 2019 Tax Supported Revenue CO's	0	0	0	0	1,112,454	0	0	1,112,454
FY 2020 Tax Supported Revenue CO's	0	0	0	0	0	1,190,326	0	1,190,326
FY 2021 Tax Supported Revenue CO's	0	0	0	0	0	0	1,268,198	1,268,198
Total Funding Sources	4,168,231	0	971,660	1,039,677	1,112,454	1,190,326	1,268,198	9,750,546

Regular City Council Meeting **6. 23.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Health: Consider a resolution authorizing the Mayor to enter into agreement 12498 with StarCare Specialty Health System to refer identified individuals who meet the priority or target population to StarCare for education, outreach, family services, referrals and/or treatment.

Item Summary

This agreement will provide the City of Lubbock Health Department the opportunity to assist individuals with referrals for needed care at StarCare Specialty Health System. With this agency agreement the Health Department will have an opportunity to work with priority and target populations and assure they are receiving needed care.

Through this agreement the Health Department will provide three of the ten Essential Public Health Services.

These three services includes:

1. Inform, educate, and empower people about health issues.
2. Link people to needed personal health services.
3. Mobilize community partnerships and action to identify and solve health problems.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution and MOU - Star Care Specialty

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into an agreement with StarCare Specialty Health System to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community; to identify gaps in service; to prevent duplication of services; and to assist with identification of persons who meet priority population criteria so that those identified may be invited to participate in the various activities provided by StarCare.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute the StarCare Specialty Health System Memorandum of Understanding – Outreach, Screening, Assessment, and Referral, and any associated documents.

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

_____
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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StarCare Specialty Health System
Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies identified below.

I. AGENCIES:

The Performing Agency: Lubbock Regional MHMR Center
dba StarCare Specialty Health System (StarCare)
904 Avenue O/ P.O. Box 2828, Lubbock, TX 79408-2828

The Receiving Agency: City of Lubbock Health Department
806 18th Street, Lubbock, TX 79408

II. STATEMENT OF SERVICES TO BE PROVIDED:

Through collaboration with StarCare, City of Lubbock Health Department will identify and refer individuals meeting the definition of priority and target population to StarCare. Through collaboration with the City of Lubbock Health Department, StarCare will provide education, outreach, family services, referrals, and/or treatment to identified individuals meeting priority or target population criteria

III. THE PERFORMING AGENCY AGREES TO:

(a) Collaborate with Receiving Agency to identify individuals who meet the Department of State Health Services (DSHS) criteria of priority or target population (refer to section V. for definitions);

(b) Provide staff, time and resources that will empower the community in developing a natural support system;

(c) Share available education and training opportunities;

(d) Provide access to productive, supportive services and activities offered through the StarCare network when appropriate (such as intervention, treatment, education, outreach, social/recreational activities, family services and access to HIV/AIDS and drug testing);

(e) Provide healthy adult role models who promote pro-social values, attitudes, and behavior;

(f) Collaborate with Receiving Agency to identify duplication of services and/or gaps in services within the community; and

(g) Collaborate with Receiving Agency to develop strategies to close gaps in services, prevent duplication of services and to ultimately meet the needs of the priority and target population.

IV. THE RECEIVING AGENCY AGREES TO:

(a) Help identify individuals who meet the priority or target population criteria and link them to Performing Agency's services;

(b) Collaborate with the Performing Agency to empower the community in developing a natural support system;

(c) Collaborate with the Performing Agency to identify duplication of service and/or gaps in services within the community; and

(d) Collaborate with Performing Agency to develop strategies to close gaps and prevent duplication of services and to meet the needs of the priority and target population.

V. PRIORITY AND TARGET POPULATION DEFINITIONS:

(a) Adult Mental Health Priority Population: Adults who have severe and persistent mental illnesses such as schizophrenia, major depression, bipolar disorder, or other severely disabling mental disorders which require crisis resolution or ongoing and long-term support and treatment.

(b) Adult Mental Health Target Population: Adults who have a diagnosis of schizophrenia, bipolar disorder, or severe major depression.

(c) Child and Adolescent Mental Health Priority Population: Children ages 3 through 17 with a diagnosis of mental illness who exhibit serious emotional, behavioral or mental disorders; and who (1) have a serious functional impairment; (2) are at risk of disrupting a preferred living or child care environment due to psychiatric symptoms; or (3) are enrolled in a school system's special education program because of a serious emotional disturbance.

VI. TERM OF AGREEMENT:

This Agreement is effective as of September 1, 2015 and shall terminate August 31, 2016.

Both the Performing Agency and the Receiving Agency mutually agree that either party may terminate this Memorandum of Understanding with a thirty (30) day written notice.

THE UNDERSIGNED AGENCIES do hereby certify that the person or persons signing and executing this Memorandum of Understanding warrant and guarantee that they have been duly authorized by their respective Agency to execute this Memorandum of Understanding and to validly and legally bind the Agency to all the terms and provisions of this Memorandum of Understanding.

PERFORMING AGENCY:
StarCare Specialty Health System

Cathy Pope Date
Chief Executive Officer

Robyn Johnston 6/4/15 Date
Chief of Authority Services

RECEIVING AGENCY:
City of Lubbock Health Department

Signature Date

Signature Date

Attest: Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Approved as to form: John C. Grace State Bar No. 00787574

Regular City Council Meeting **6. 24.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Health: Consider a resolution authorizing the Mayor to enter into agreement 12499 with StarCare Specialty Health System to increase opportunities for healthy lifestyle choices that will reduce incidence of HIV infection and provide alcohol, tobacco, and other drug prevention and intervention services to the community.

Item Summary

This agreement will provide the City of Lubbock Health Department the opportunity to assist individuals with referrals for needed care at StarCare Specialty Health System. With this agency agreement the Health Department will have an opportunity to work with individuals and assure they are receiving needed care.

Through this agreement the Health Department will provide three of the ten Essential Public Health Services.

These three services includes:

1. Inform, educate, and empower people about health issues.
2. Link people to needed personal health services.
3. Mobilize community partnerships and action to identify and solve health problems.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution and MOU - StarCare Specialty HIV

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into an agreement with StarCare Specialty Health System to provide access to intervention, treatment, education, outreach, social/recreational activities, family services and access to HIV/AIDS and drug testing through the StarCare network.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute the StarCare Specialty Health System Memorandum of Understanding – HIV Outreach, and any associated documents.

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

_____
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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StarCare Specialty Health System
Memorandum of Understanding
HIV Outreach

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional Mental Health Mental Retardation Center
DBA StarCare Specialty Health System (StarCare)
904 Ave O, P.O. Box 2828, Lubbock, Texas 79408-2828

City of Lubbock Health Department
806 18th Street, Lubbock, TX 79401

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to increase opportunities for healthy lifestyle choices that will reduce the incidence of HIV infection and to provide alcohol, tobacco and other drug prevention and intervention services to the community at large.

III. OBLIGATIONS OF STARCARE:

StarCare agrees to:

(a) Provide access to productive, supportive services and activities offered through the StarCare network when appropriate (such as intervention, treatment, education, outreach, social/recreational activities, family services and access to HIV/AIDS and drug testing).

(b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.

(c) Assess individuals referred in order to identify problems and determine appropriate treatment needs in order to make referrals to needed services, including pharmacotherapy and medical services.

(d) Provide outreach services that include screening, referral, and follow-up services for further treatment.

(e) Disseminate information to increase access to needed services, including medical care, mental health care, and substance abuse treatment.

(f) Provide prevention education and skills training regarding substance abuse and HIV through jail outreach, treatment centers, and halfway houses.

(g) Provide crisis intervention to provide immediate response to individuals and/or families in crisis.

(h) Make prevention education available and provide referrals to prevention training opportunities in the region.

IV. OBLIGATIONS OF CITY OF LUBBOCK HEALTH DEPARTMENT:

City of Lubbock Health Department agrees to:

(a) Collaborate with StarCare in developing strategies in an effort to identify gaps in services and prevent duplication of services so to better meet the needs of the community.

(b) Help identify individuals who meet the priority population criteria and invite them to participate in the various activities.

(c) Participate in a collaborative effort to empower the community in developing a natural support system.

V. TERM OF AGREEMENT:

This agreement is to begin September 1, 2015 and shall terminate August 31, 2016.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare Specialty Health System:

Cathy Pope — Date
Chief Executive Officer

Robyn Johnston — Date 6/4/15
Chief of Authority Services

City of Lubbock Health Department:

Signature — Date

Signature — Date

Attest: Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Approved as to form:
John C. Grace
State Bar No. 00787574

Regular City Council Meeting **6. 25.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Health: Consider a resolution authorizing the Mayor to enter into agreement 12500 with StarCare Specialty Health System to participate in a collaborative effort to provide community based, gender specific, intervention services to parenting males and expecting fathers involved with Department of Family and Protective Services with substance use disorders or who are at risk of developing substance use disorders.

Item Summary

This agreement will provide the City of Lubbock Health Department the opportunity to assist individuals with referrals for needed care at StarCare Specialty Health System. With this agency agreement the Health Department will have the opportunity to refer priority and target populations for education and follow up to improve birth outcomes.

Through this agreement the Health Department will provide three of the ten Essential Public Health Services.

These three services includes:

1. Inform, educate, and empower people about health issues.
2. Link people to needed personal health services.
3. Mobilize community partnerships and action to identify and solve health problems.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & MOU - Star Care Specialty (PADRE)

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into an agreement with StarCare Specialty Health System to participate in an interagency collaborative effort to provide community based, gender specific, intervention services to parenting males and expecting fathers involved in Department of Family and Protective Services (DFPS) with substance use disorders or who are at risk of developing substance use disorders; and to assist with identification of persons who meet priority population criteria so that those identified may be invited to participate in the various activities provided by StarCare.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute the StarCare Specialty Health System Memorandum of Understanding – Parenting Awareness & Drug Risk Education Program (PADRE), and any associated documents.

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

_____
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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StarCare Specialty Health System
Memorandum of Understanding
Parenting Awareness & Drug Risk Education Program (PADRE)

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional Mental Health Mental Retardation Center
DBA StarCare Specialty Health System (StarCare)
904 Ave. O, P. O. Box 2828, Lubbock Texas 79408-2828

City of Lubbock Health Department
806 18th Street, Lubbock, TX 79401

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to provide community based, gender specific, intervention services to parenting males and expecting fathers involved with Department of Family and Protective Services (DFPS) with substance use disorders or who are at risk of developing substance use disorders. The goal of the program is to intervene with education and appropriate referral in order to improve birth outcomes.

III. PROGRAM SPECIFIC GOALS:

(a) Reduce the incidence or extent of prenatal and postpartum exposure to alcohol, tobacco and other drugs (ATOD) exposure of their unborn and newborn infants up to 18 months of age.

(b) Improve birth outcomes for women at risk of substance use/abuse including optimum gestational age, healthy birth weight and increased participation in pre-natal care.

(c) Improve parenting skills by provision of parenting education, including infant care.

(d) Educate and inform parenting males and expecting fathers on Fetal Alcohol Syndrome Disorder (FASD) and the effects of tobacco and other drugs on the fetus.

(e) Improve parental bonding and parenting skills and promote healthy lifestyles.

IV. OBLIGATIONS OF STARCARE:

StarCare agrees to:

(a) Provide access to productive, supportive services and activities offered through the STARCARE network when appropriate (such as intervention, treatment, education, outreach, social/recreational activities, family services and access to HIV/AIDS and STD testing).

(b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.

(c) Assess individuals referred to identify problems and determine appropriate treatment in order to make referrals to needed services, including medical services.

(d) Provide onsite outreach services that include substance use/abuse screening and assessment using the Department of State Health Services approved PADRE Risk Assessment tool.

(e) Disseminate information to increase awareness of available services, including medical care, mental health care, and substance abuse treatment.

(f) Provide referrals to cooperating agencies for a full spectrum of prenatal-postpartum case management services to include individual and group counseling.

(g) Provide education about Teratogens –substances that harm the unborn baby – including: alcohol, nicotine, street drugs (such as cocaine, methamphetamines, heroin, mushrooms, etc), prescription drugs, over the counter medications, herbs, and environmental agents.

(h) Provide school and home visits by case managers.

(i) Provide referrals to Parents as Teachers classes, and other supportive parenting classes.

(j) Provide referrals to customer friendly locations to apply for Medicaid and CHIP services.

(k) Assist with linking to OB/GYN practitioners in the community.

(l) Provide referrals to many other services in cooperation with existing agencies to assist with food, employment, clothing, WIC, dental, transportation, medical, drug and alcohol counseling, mental health services, educational services including GED, alternative and trade schools, child care services, easy rider car seat classes, and many other supports for women who are pregnant.

V. OBLIGATIONS OF THE CITY OF LUBBOCK HEALTH DEPARTMENT:

The City of Lubbock Health Department agrees to:

(a) Collaborate with StarCare in developing strategies to identify gaps in services and prevent duplication of services to better meet the needs of parenting males and expecting fathers and the community.

(b) Identify individuals who are parenting males and expecting fathers who are identified as being at risk for, or who have, a substance use/abuse problem and invite them to participate in the various activities.

(c) Participate in a collaborative effort to help the community develop natural support systems within the community.

(d) Refer appropriate individuals to StarCare for services.

VI. TERM OF AGREEMENT:

This agreement is to begin September 1, 2015 and shall terminate August 31, 2016.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare Specialty Health System:

Cathy Pope — Date
Chief Executive Officer

Robyn Johnston — Date
Chief of Authority Services

City of Lubbock Health Department:

Signature — Date

Signature — Date

Attest: Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Approved as to form:
John C. Grace
State Bar No. 00787574

Regular City Council Meeting **6. 26.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Health: Consider a resolution authorizing the Mayor to enter into agreement 12501 with StarCare Specialty Health System to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community.

Item Summary

This agreement will provide the City of Lubbock Health Department the opportunity to assist individuals with referrals for needed care at StarCare Specialty Health System. With this agency agreement the Health Department will have an opportunity to refer priority and target populations for substance abuse, treatment, and referral.

Through this agreement the Health Department will provide three of the ten Essential Public Health Services.

These three services includes:

1. Inform, educate, and empower people about health issues
2. Link people to needed personal health services
3. Mobilize community partnerships and action to identify and solve health problems.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution and MOU - StarCare Outreach

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into an agreement with StarCare Specialty Health System to provide, as appropriate, outreach, screening, assessment, and referral services to individuals and/or family members that are experiencing problems related to the use of alcohol, tobacco, or other drugs.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute the StarCare Specialty Health System Memorandum of Understanding –Outreach, Screening, Assessment, and Referral (Drug Abuse), and any associated documents.

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

_____
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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StarCare Specialty Health System
Memorandum of Understanding
Outreach, Screening, Assessment, and Referral

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional Mental Health Mental Retardation Center
DBA StarCare Specialty Health System (StarCare)
904 Ave. O, P.O. Box 2828, Lubbock, Texas 79408-2828

City of Lubbock Health Department
806 18th Street, Lubbock, Texas 79401

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community.

III. OBLIGATIONS OF STARCARE:

StarCare agrees to:

(a) Provide (as appropriate) outreach, screening, assessment, and referral services to individuals and/or family members that are experiencing problems related to the use of alcohol, tobacco, or other drugs.

(b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.

(c) Assess individuals referred in order to identify problems and determine appropriate treatment needs in order to make referrals to needed services, including pharmacotherapy and medical services.

(d) Disseminate information to increase access to needed services, including medical care, mental health care, and substance abuse treatment.

(e) Provide crisis intervention to provide immediate response to individuals and/or families in crisis.

(f) Make prevention education available and provide referrals to prevention training opportunities in the region.

IV. OBLIGATIONS OF CITY OF LUBBOCK HEALTH DEPARTMENT:

City of Lubbock Health Department agrees to:

(a) Collaborate with StarCare in developing strategies in an effort to identify gaps in services and prevent duplication of services so to better meet the needs of the community.

(b) Help identify individuals who meet the priority population criteria and invite them to participate in the various activities.

V. TERM OF AGREEMENT:

This agreement is to begin September 1, 2015 and shall terminate August 31, 2016.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare Specialty Health System:

Cathy Pope — Date
Chief Executive Officer

Robyn Johnston — Date
Chief of Authority Services

City of Lubbock Health Department:

Signature — Date

Signature — Date

Attest: Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Approved as to form:
John C. Grace
State Bar No. 20787574

Regular City Council Meeting **6. 27.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12496 and enter into an agreement with Brinkley Sargent Wiginton (BSW) for professional architectural and engineering services for the construction of a new Emergency Operations Center (EOC), located at 1515 East Ursuline Street.

Item Summary

This $537,881 contract includes professional services related to the design, plans, specifications, and estimates of the construction of the new EOC. The contract includes the final plans and specifications for the construction of this new facility. Scope shall include: Design Development, Construction Document Phase, Bidding and limited Construction Administration Phase. The new EOC containing approximately 13,311 square feet is to be built on existing Fire Administration Building site located at 1515 East Ursuline Street. The following disciplines will be included as part of the development of the new EOC facility: Mechanical, Electrical, Civil, Landscaping, Technology Systems, Building Commissioning, Tornado Shelter Peer Consulting Services, and Geotechnical Engineering. BSW was selected for this project based on their expertise of these types of facilities. The City negotiated the current contract by modifying one of BSW's existing EOC floor plans to fit the City of Lubbock's and the Fire Department's needs. The proposed timeline for the delivery of the construction documents will be one hundred eighty days from award of this contract to BSW.

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. In procuring architectural, engineering, or land surveying services, municipalities are required to first select the most highly qualified provider of services on the basis of demonstrated competence and qualifications; and then attempt to negotiate with that provider a contract at a fair and reasonable price.

Fiscal Impact

$658,800 is appropriated in Capital Improvement Project 92366, Emergency Operations Center, with $537,881 available for this purpose.

Staff/Board Recommending

Mike Kemp, Fire Chief

Attachments

Resolution & Contract - Brinkley Sargent Wiginton Architects, Inc

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12496 for professional architectural and engineering services related to the construction of a new Emergency Operations Center located at the same site as the Lubbock Fire Administration Building, 1515 East Ursuline Street, said Contract to be for a fixed fee in the amount of five hundred thirty-seven thousand eight hundred eighty-one dollars ($537,881.00), and said Contract and related documents to be by and between the City of Lubbock and Brinkley Sargent Wiginton Architects, Inc., of Dallas, Texas. 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 this ____ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mike Kemp, Fire Chief

_____
Wesley D. Everett, Director of Facilities Management

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

RES BSW PSA 8.20.15
August 20, 2015

AGREEMENT BETWEEN THE CITY OF LUBBOCK AND BRINKLEY SARGENT WIGINTON ARCHITECTS

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement entered into this 10th day of September, 2015, by and between the City of Lubbock ("City") and Brinkley Sargent Wiginton ("BSW"), 5000 Quorum Drive, Suite 600, Dallas, Texas 75254.

WHEREAS, The City is in need of Architectural and Engineering Services for Professional Services relating to construction of a new Emergency Operations Center (EOC) located at same site as Lubbock Fire Administration Building, 1515 East Ursuline Street, Lubbock, Texas 79403.

WHEREAS, BSW has the materials, experience and skill required to provide the consulting services described above; and

WHEREAS, City desires to contract with BSW to provide Consulting Services mentioned above;

NOW THEREFORE, it is agreed between the parties that:

I. SCOPE OF WORK.

A. BSW Responsibilities. BSW agrees to provide all Architectural and Engineering Services relating to the construction of EOC. All services shall be provided as described in Exhibit A which is attached hereto and incorporated herein as if fully set forth.

B. City Responsibilities. City agrees to pay BSW an amount in accordance with the terms listed in Exhibit A for the cost of performing the above described consulting services. Reimbursable expenses shall be paid in accordance with the terms listed in Exhibit A.

II. TIME OF PERFORMANCE

A. BSW will begin work promptly after this agreement is signed by the Mayor and complete the project according to the project schedule as defined by Exhibit B4.

III. GENERAL CONDITIONS

A. General Compliance

BSW agrees to comply with all applicable federal, state, and local laws pertaining to Architectural, Engineering and Landscaping services.

B. Insurance

BSW will provide and maintain in force for the full term of this contract, the insurance described in Exhibit A, Item 2.5, which is attached hereto and incorporated as if fully set forth herein. **The auto/general liability insurance certificates must name the City of Lubbock as blanket primary and non-contributory, additional insured, and have a waiver of subrogation in favor of the City of Lubbock on all coverage's. Such certificates shall be furnished upon execution of this agreement within 30 days.**

C. Hold Harmless

BSW hereby assumes full responsibility for the risk of bodily injury, death or property damages resulting from the consulting services performed pursuant to this Agreement and releases for itself, its employees and agents, the City of Lubbock, its officers, agents, employees or representatives from any and all injury, loss, liability, damage or costs relating to any claim arising from its' performance of this Agreement but only to the extent occasioned by any negligent error, omission or negligent act of BSW, its officials, officers, agents, employees, invitees or other persons for whom BSW is legally liable with regard to the performance of this Agreement.

BSW shall hold harmless, and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the consulting services performed pursuant to this Agreement but only to the extent occasioned by any negligent error, omission or negligent act of BSW, its officials, officers, agents, employees, invitees or other persons for whom BSW is legally liable with regard to the performance of this Agreement.

D. 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.

E. 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.

F. Governing Law and Venue

This Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Texas. This Agreement is performable in Lubbock County, Texas. The Parties 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 Agreement or the actions that are contemplated hereby.

G. Amendments

City or the Architect may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by both parties.

H. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. Assignability

Architect may not assign this Contract without the prior written approval of the City.

K. Severability

If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

L. No Joint Enterprise

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

M. Third Party Activities

Noting in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and Architect.

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 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, cancelation 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.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter.

IN WITNESS HEREOF, the parties have executed this Agreement as of this _____ day of _____, 2015.

CITY OF LUBBOCK

_____
GLEN C. ROBERTSON, MAYOR

BRINKLEY SARGENT WIGINTON ARCHITECTS, INC.

_____
Anthony M. Jeffry, AIA,
Sr. Vice President

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mike Kemp, Fire Chief

_____
Wesley D. Everett, Director of Facilities

APPROVED AS TO FORM:

for: _____
Chad Weaver, City Attorney

EXHIBIT A

BRINKLEY SARGENT WIGINTON

PROFESSIONAL SERVICES PROPOSAL

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

A new Emergency Operations Center containing 13,311 s.f. more fully described in Exhibit B2. Project to be built on existing Fire Administration Building site as shown on Exhibit B1. Project budget as shown on Exhibit B3. Project schedule as shown on Exhibit B4.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect and Architect's Consultants shall perform its services consistent with the professional skill and care ordinarily provided by architects and other consultants practicing in the same or similar locality under the same or similar circumstances. Neither the law nor the ordinary and reasonable standard of care places the burden of perfect performance of professional services on the Architect or Architect's Consultants. The Owner acknowledges that this design effort is a unique one-time creative endeavor that does not have the benefit of testing, that some level of imperfection must be expected, that the construction documents may contain errors and omissions, and that the missing and corrective information shall be developed during the construction process. When an error or omission is discovered, the Architect or Architect's Consultants shall provide all necessary design services and documentation for corrective action at no cost to the Owner. The Architect and Consultants shall perform services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

.1 General Liability: Reference Exhibit F

.2 Automobile Liability:

.3 Workers' Compensation:

.4 Professional Liability:

The claims made for Professional Liability insurance coverage is the total aggregate limit for all claims presented with the annual policy period and is subject to a deductible.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES
§ 3.2.1 Exhibit B shall serve as Schematic Design Phase package.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES
§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES
§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. These Documents may contain inconsistencies and omissions inherent to the Design and Construction Process. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES
§ 3.5.1 GENERAL
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- **.1** procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- **.2** distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- **.3** organizing and conducting a pre-bid conference for prospective bidders;
- **.4** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- **.5** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6 CONSTRUCTION PHASE SERVICES
§ 3.6.1 GENERAL
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. The Architect and his Engineers shall not be required to furnish or pay for Construction Materials and Labor not contained within the Construction Documents whether these items were an omission or added during Construction.

§ 3.6.1.3 The Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.
§ 3.6.2 EVALUATIONS OF THE WORK
§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any

construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

Additional Services	Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description
§ 4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple Preliminary Designs	Not Provided	
§ 4.1.3 Measured Drawings	Not Provided	
§ 4.1.4 Existing Facilities Surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning	Not Provided	
§ 4.1.6 Building Information Modeling	Architect	
§ 4.1.7 Civil Engineering	Architect	Exhibit J
§ 4.1.8 Landscape Design	Architect	Exhibit R
§ 4.1.9 Architectural Interior Design	Architect	
§ 4.1.10 Value Analysis	Not Provided	
§ 4.1.11 Detailed Cost Estimating	Architect	
§ 4.1.12 On-site Project Representation	Not Provided	
§ 4.1.13 Conformed Construction Documents	Not Provided	
§ 4.1.14 As-Designed Record Drawings	Not Provided	
§ 4.1.15 As-Constructed Record Drawings	Architect	Reference Exhibit 12.6A
§ 4.1.16 Post Occupancy Evaluation	Not Provided	
§ 4.1.17 Facility Support Services	Not Provided	
§ 4.1.18 Tenant-Related Services	Not Provided	
§ 4.1.19 Coordination of Owner's Consultants	Not Provided	
§ 4.1.20 Telecommunications/Data Design	Architect	Exhibit N
§ 4.1.21 Security Evaluation and Planning	Architect	Exhibit N
§ 4.1.22 Commissioning	Architect	Exhibit P
§ 4.1.23 Extensive Environmentally Responsible Design	Not Provided	
§ 4.1.24 LEED® Certification	Not Provided	
§ 4.1.25 Fast-track Design Services	Not Provided	
§ 4.1.26 Historic Preservation	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design	Not Provided	By Owner
§ 4.1.28 Topographic Survey Services	Architect	Exhibit K
§ 4.1.29 Platting Services	Not Provided	
§ 4.1.30 Geotechnical Investigation	Architect	Exhibit Q
§ 4.1.31 Tornado Peer Review	Architect	Exhibit L
§ 4.1.32 Texas Accessibility Consultant	Architect	Exhibit M

§ 4.2 Description of each Additional Service designated in Section 4.1 as the Architect's responsibility:

Reference Exhibit D

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality,

complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Not used

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker. "Extensive Number" shall be defined as more than 2 claims;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting there from.

§ 4.3.4 If the services covered by this Agreement have not been completed within Twenty-two (22) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect prior to or after bidding and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, and contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the

Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, with additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of Item III.D of the "AGREEMENT BETWEEN THE CITY OF LUBBOCK AND BRINKLEY SARGENT WIGINTON ARCHITECTS", to which this is an attachment, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work.

§ 8.1.2 DELETED

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

§ 8.2 DELETED

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

§ 9.7 DELETED

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS
§ 10.1 DELETED

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. This agreement is subject to the Texas Open Information Act.

ARTICLE 11 COMPENSATION
§ 11.1 For the Architect's Basic Services, the Owner shall compensate the Architect as follows:
Reference Exhibit D

§ 11.2 For Additional Services, the Owner shall compensate the Architect as follows: Reference Exhibit D

§ 11.3 For Additional Services that may arise during the course of the Project, the Owner shall compensate the Architect on a mutually agreeable stipulated sum; or failing this, on an hourly basis at the Architect's normal billing rates for each staff member performing the services.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus thirty percent (30%).

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows: Reference Exhibit D

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. Reference Exhibit E

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- **.3** Fees paid for securing approval of authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, standard form documents;
- **.5** Postage, handling and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- **.8** Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses; and
- **.11** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10.00%) of the expenses incurred. Reimbursable Expenses shall not exceed twenty thousand dollars ($20,000.00) without prior approval from the Owner.

Cost associated with the printing of bid documents and specifications and delivery of same will be in addition to the allowance or billed directly to the Owner.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

On a mutually agreeable stipulated sum.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate of 12% per annum, or at the legal rate prevailing from time to time at the principal place of business of the Architect.

§ 11.10.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: Reference Exhibit C

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 Standard agreement between City of Lubbock and Brinkley Sargent Wiginton Architects, Inc.

Other documents:

Exhibit A	Brinkley Sargent Wiginton Architects Scope of Services
Exhibit B	Initial Project Information
Exhibit C	Special Terms & Conditions of the Contract
Exhibit D	Services & Compensation
Exhibit E	Hourly Rates Chart
Exhibit F	Certificates of Insurance
Exhibit G	Structural Engineering Services
Exhibit H	Mechanical, Electrical & Plumbing Engineering Services
Exhibit J	Civil Design Services
Exhibit K	Site Survey
Exhibit L	Tornado Peer Review Services
Exhibit M	Accessibility Consulting Services
Exhibit N	Technology, Audio/Visual Design Services
Exhibit P	Commissioning Services
Exhibit Q	Geotech Report
Exhibit R	Landscape Services

EXHIBIT B

LUBBOCK EMERGENCY OPERATIONS CENTER

Project Information

B1 Floor Plan

B2 Site Plan

B3 Project Budget

B4 Project Schedule

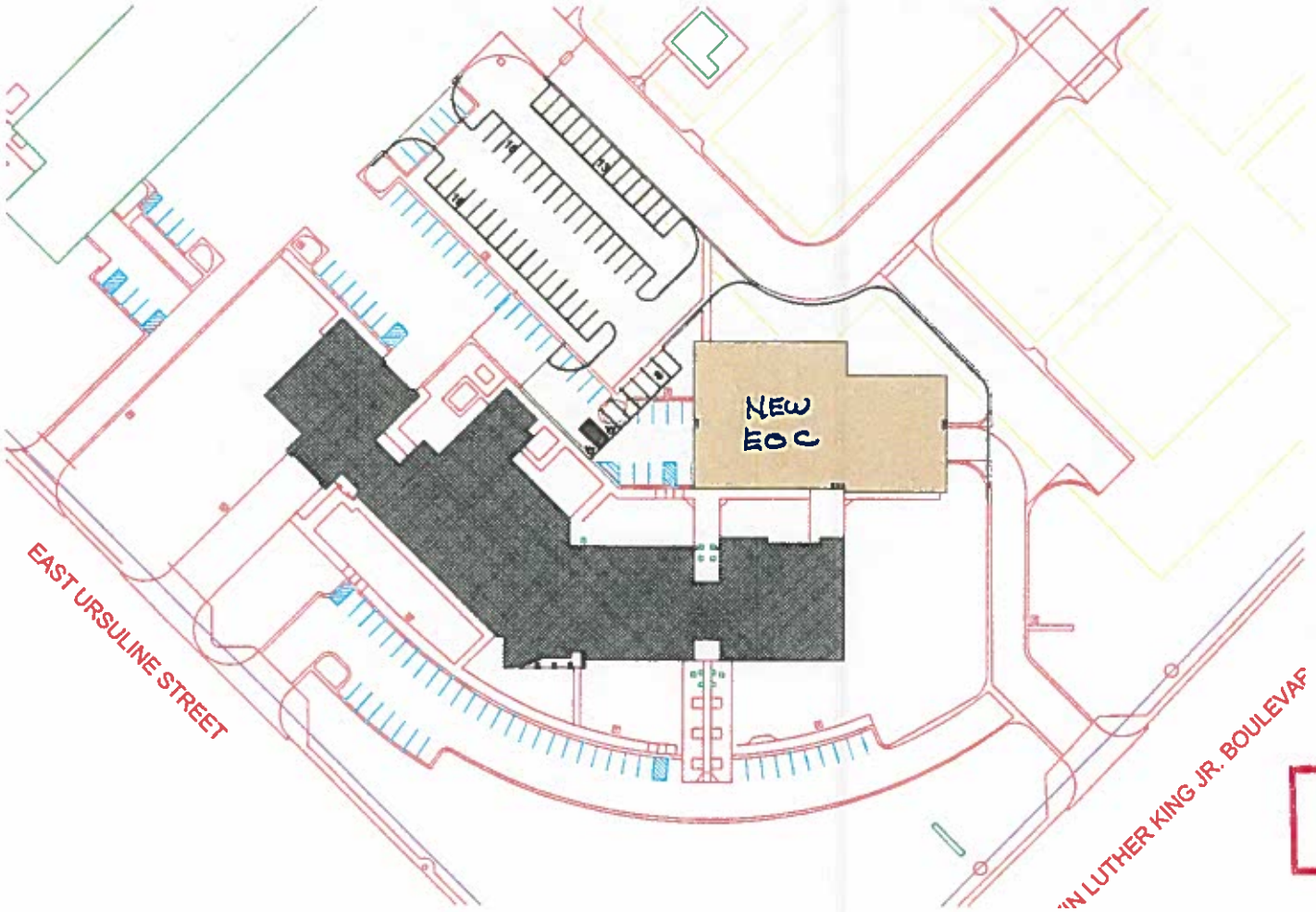


Exhibit
B1

SITE PLAN

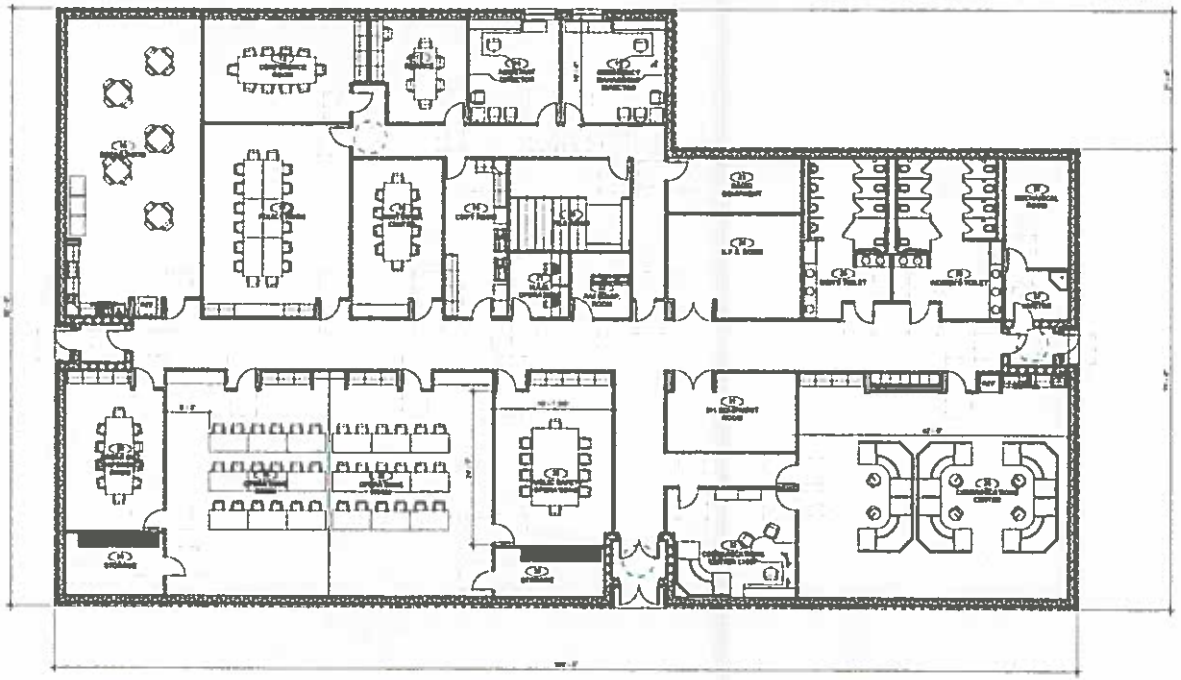
ISSUED FOR PRESENTATION ONLY
DOCUMENTS ARE INCOMPLETE AND ARE NOT TO BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

LUBBOCK E.O.C.

7-22-2015

BRINKLEY SARGENT WIGINTON ARCHITECTS

Exhibit
B2



1 FLOOR PLAN - 13,311 sq.ft.
SCALE 1/8" = 1'-0"

ISSUED FOR PRESENTATION ONLY
DOCUMENTS ARE INCOMPLETE AND ARE NOT TO BE USED FOR REGULATORY APPROVAL, PERMIT, OR CONSTRUCTION.

LUBBOCK E.O.C.

7-22-2015

BRINKLEY SARGENT WIGINTON ARCHITECTS

EXHIBIT B3

City of Lubbock
New EOC. Building
Project Budget
July 23, 2015

Testing Services		
Construction Materials	38,142	Note B
Total	**38,142**	
Construction		
Building	3,793,635	Note C
I.T./Cabling/Racks	129,782	Note D
Security	50,582	Note E
Site Development/Parking	204,000	Note F
Emergency Generator/Fuel Tank	280,000	
Landscape/Flatwork/Lighting	40,000	
Site Fence (Secure Lots)	0	Note G
On-Site Water Retention	0	Note J
DAS System	25,291	Note P
On-Site Development Utilities	100,000	
Off-Site Utility Development	0	Note J
Support Buildings	0	
LEED Enhancements	0	Note J
Contingency	462,329	Note K
Total	**5,085,619**	Note L
FF&E		
Furniture	250,000	Note H
Equipment/Appliances	15,000	
Total	**265,000**	
City Budgets		
Electrical/Service Fees	0	Note U
Gas/Cable Service Fees	0	Note U
Telephone	73,211	Note Q
City Computer/Network Equipment	100,000	Note H
Fiber to Site	5,000	Note S
Moving Costs	5,000	
Communication Tower	0	Note J
A/V Equipment	450,000	Note H
Owner Contingency	50,856	Note N
Total	**684,067**	
Professional Services		
Site Submittal Process	0	Note J
A/E Services	381,421	Note R
Commissioning	21,500	Note U
Civil Engineering (On-Site)	11,000	
Civil Engineering (Off-Site Utilities)	0	Note J
Site Survey	4,000	
Geotech Report	4,995	
TAAS Consulting	2,465	
Tornado Shelter Design Review	20,000	
Landscape/Irrigation Design	1,500	
Cost Estimating	12,000	
Audio Video	24,000	
FF & E Selection/Procurement	0	Note U
Technology/Security/DAS Systems	30,000	
As Built/Contractor CAD Documents	5,000	
Reimbursable	20,000	
Total	**537,881**	
Total Project Cost	**6,610,709**	Note A

Budget Notes

Note A: Project Schedule
- 09/01/15 Start Design Development
- 11/9/15 Pricing Review
- 12/18/15 Pricing confirmation
- 01/01/16 Construction Documents
- 03/08/16 Bid Issue
- 04/05/16 Bid Date
- 05/09/16 Start of Construction
- 04/01/17 Substantial Completion
- 04/30/17 Occupancy

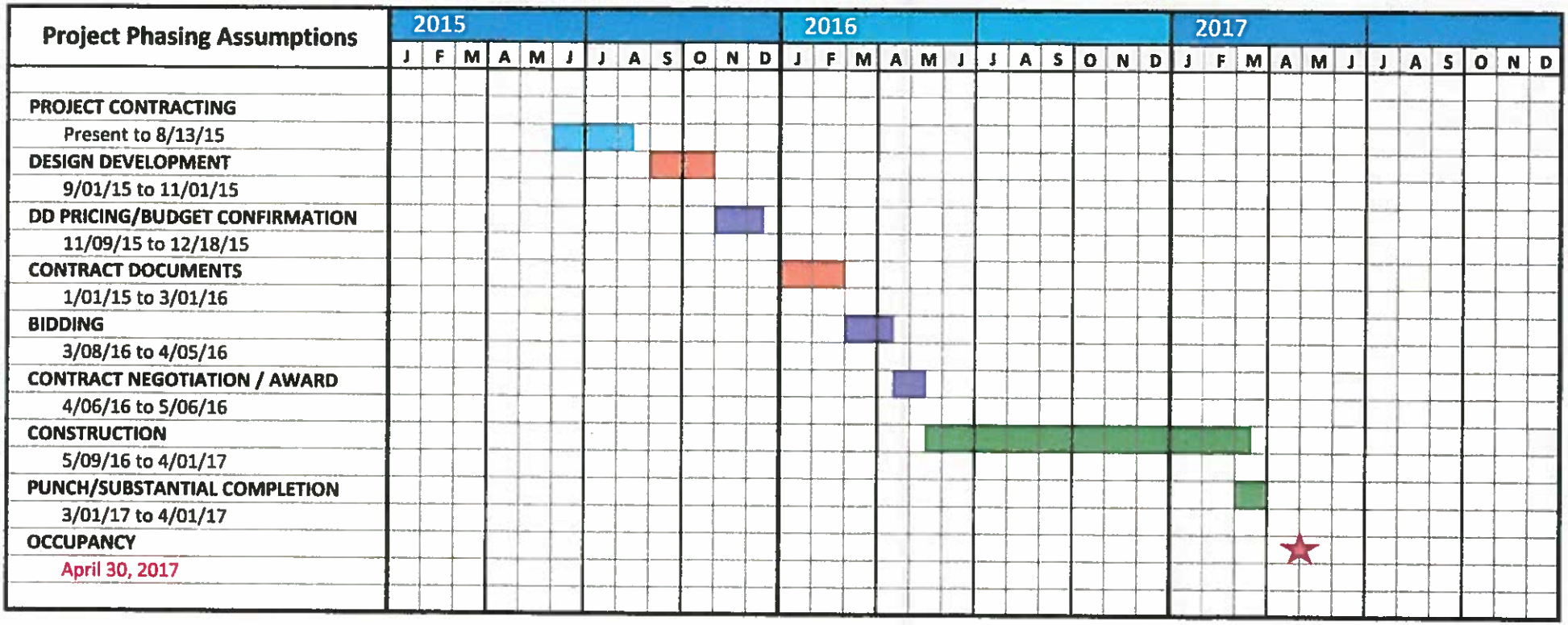
Note B: .75% of construction cost
Note C: 13,311 s.f. @ $285/s.f.
Note D: 13,311 s.f. @ $9.75/s.f.
Note E: 13,311 s.f. @ $3.80/s.f.
Note F: 34 spaces @ $6,000/car
Note G: Not required at new parking. Gate & fence at existing fire perimeter.
Note H: City provided allowance
Note J: Not required
Note K: 10% of construction cost
Note L: Building design to survive up to 250 MPH winds, and be operational.
Note N: 1% of construction budget
Note P: 13,311 s.f.@ $1.90/s.f.
Note Q: 13,311 s.f. @ $5.50/s.f.
Note R: 7.5% of construction cost. Fee based on BSW starting @ DD based on FD's floor plan. There would be no schematic design phase.
Note S: Existing at fire admin building
Note U: By City

Exhibit
B4

410

Lubbock E.O.C
Project Schedule

July 20, 2015



Design

Bid/Negotiate/Mobilize

Construction

EXHIBIT C

CITY OF LUBBOCK

NEW EMERGENCY OPERATIONS CENTER BUILDING

ARTICLE 12

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

12.1 CHANGE ORDERS

A. Omissions: If the Architect fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, the Architect will not receive a fee for work associated with the Change Order.

12.2 STANDARD OF CARE/CONTINGENCY

In performing Architectural Services, the Architect will strive to use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the Owner can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The Owner agrees to establish a construction contingency fund (minimum 3% of construction cost) to cover the reasonably anticipated costs of these changes and adjustments as well as, changes due to code revisions and field conditions. The Owner agrees not to seek any costs related to Article 12.2 items from Architect unless the aforementioned contingency funds are exhausted by non-Owner initiated changes.

12.3 ADA COMPLIANCE

The Americans with Disabilities Act ("ADA") provides that it is a violation of the ADA to design and construct a facility for first occupancy later that January 26, 1993 that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to do so. The parties acknowledge that the ADA and the corresponding State of Texas laws regarding disability barriers ("State Law") will be subject to various and possible contradictory interpretations. The Architect, therefore will use reasonable professional efforts to interpret and comply with all applicable ADA and State Law requirements and other federal, state, and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Architect will endeavor to achieve compliance with the ADA, using its best judgment and approvals of available Consultants and Government Officials.

12.4 STRUCTURAL CERTIFICATION OF AS-BUILT CONDITIONS

A. This contract provides for structural site observation during construction consistent with normal standard of care as outlined in AIA Document B101-2007. This scope of work does not include structural services to inspect all the structural as-built conditions necessary to provide the Owner with a "Letter of Structural Certification" of the building at the time of substantial completion. These services can be made available as an additional service.

12.5 ARCHITECTURAL REGISTRATION

A. The Texas Board of Architectural Examiners, Hobby Building, 333 Guadalupe, Suite 2-350, Austin, Texas 78701 (512-305-9000) has jurisdiction over individuals licensed where the Architect's Registration Law, Texas Civil Status, Article 249a.

12.6 RECORD DRAWINGS

A. Deliverables for Record Documents or "as-builts" shall be defined as the following. Architect will provide one set of Drawings in digital (PDF) format that includes final revisions formalized by the Architect through the course of the Work and any other field revisions as supplied by the Contractor to the Architect at close out. Architect will also provide AutoCAD compatible (DWG) vector format digital background files of a project site plan, floor plans and ceiling plans.

12.7 SPECIAL INSPECTIONS

A. Recent code language contains references to "Special Inspections" for various parts of the construction process. The industry is currently meeting these requirements by assigning responsibilities to various Consultants involved in the Construction Industry (Commissioning Agents, Materials Testing Lab, Fire Protection and Smoke Evaluation Consultants, Mechanical and Structural Engineers and Architects. Since these inspections are new to the industry, each jurisdiction has their own interpretation as to how "Special Inspections" are accomplished beyond Standard Construction Administration Activities and what party should be responsible for them. The Design Team will work with the appropriate jurisdiction during the Design Phase of the Project to identify requirements and responsibilities. Many of these inspections may be performed as part of Standard CA services but some may require Additional Services Fees from the Design Team or outside Consultants. These "Special Inspections" must be identified prior to the start of construction in order to be performed at the appropriate time prior to receiving a "Certificate of Occupancy".

12.8 STATUES OF LIMITATION AND REPOSE

A. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statues of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial completion. In no event shall such statues of limitations commence to run any later than the date when the Architect's services are substantially completed.

EXHIBIT D

CITY OF LUBBOCK

NEW EMERGENCY OPERATIONS CENTER BUILDING

ARTICLE 11

SERVICES AND COMPENSATION

BASIC AND SUPPLEMENTAL SERVICES INCLUDED IN THE CONTRACT SCOPE OF WORK

11.1 BASIC A/E SERVICES: FEE $381,421
Architectural, Structural Engineering (reference Exhibit G), and Mechanical, Electrical and Plumbing Engineering (reference Exhibit H) Services. Fees to be billed monthly by percent complete of each phase as follows:

Design Development	35%
Construction Document Phase	35%
Bidding Phase	6%
Construction Administration Phase	24%
Total	100%

The initial building construction budget (Exhibit B3) is set at $5,085,619 for contractual purposes. Basic services fee represents 7.5% of construction budget. This budget may be adjusted from time to time by Owner authorization. Should the Owner authorized construction budget increase during Design Development phase, Architect will receive a fee adjustment equal to 7.5% of budget increase. The Architect will receive no adjustment in the fixed fee should the actual accepted construction bid vary from the budget and subsequently be approved by the Owner.

NOTE: Construction is anticipated to last 10 months (Ref. Exhibit B4). Project meetings will occur every 2 weeks. Should construction proceed beyond 12 months, through no fault of the Architect, the Architect reserves the right to seek additional services based upon a per month fee of $8,000.

11.2 SUPPLEMENTAL SERVICES INCLUDED AS PART OF SERVICES TO BE PROVIDED:

1. Site Submittal Process:
   Not required as part of scope of work.

2. Civil Engineering Off-Site Services:
   No off-site utilities are part of this scope of work.

3. Civil Engineering On-Site Services: Fee $15,000
   Grading, horizontal control paving, drainage, site utilities. (Reference Exhibit J)
   Site survey. (Reference Exhibit K)

4. Accessibility Consulting Services: Fee $2,465
   Review of accessibility at existing site to building. Review of design development documents by state approved firm for conformance to TAS requirements. Development of a substantial completion punch list report for contractor TAS conformance. State mandated construction document review and final state mandated site inspection report. (Reference Exhibit M)

5. Landscape Design Services: Fee $1,500
   Landscape and irrigation system design. (Reference Exhibit R)

6. Cost Estimating Services: Fee $12,000
   Schematic & design development phase pricing.

7. Furniture Selection Services:
   Furniture design & selection by City.

8. Technology Systems Design Services: Fee $54,000
   Design of Owner I.T. cabling & backbone system. Design of video surveillance, DAS, electronic security & audio/visual systems. (Reference Exhibit N)
   A/E coordination $6,000

9. Building Commissioning Services: Fee $21,500
   Commissioning of building HVAC systems including coordination of Owner training. Reference Exhibit P.

10. Tornado Shelter Peer Review Consulting Services: Fee $20,000
    Services consist of architectural & structural items analyzed per requirements of ICC-500-2014. (Reference Exhibit L)

11. CAD/Record Drawings: Fee $5,000
    Prepare a set of electronic documents showing significant changes in the work during construction from data furnished by Contractor. Update electronic files with all changes issued during construction by Architect and consultant team. Reference Exhibit C12.6

12. Geotechnical Engineering: Fee $4,995
    Geotechnical report defining structural & civil requirements based upon site soil conditions. (Reference Exhibit Q)

11.3 REIMBURSABLE EXPENSES: BUDGET ESTIMATE $20,000

Project related expenses as outlined in Article 11.8 of Brinkley Sargent Wiginton Contract. All expenses will be billed at cost plus 10%. Budget includes some cost items over which architect has minimal control and therefore this cost is an estimate and may be adjusted with Owner approval.

11.4 FEE SUMMARY

A. Basic Services	$381,421	
B. Supplementary Services	$136,460	
Total Professional Services		*$517,881*
C. Reimbursable Budget		$ 20,000
Total Contract		**$537,881**

11.4.1 SUPPLEMENTARY SERVICES FEES

All fees associated with supplemental services are to be considered as a "not to exceed amount". Any increases for supplemental services may only be done with authorization of the Owner. In addition, all work to be performed under supplemental services will only be billed for the actual work performed even if considered as lump sum fee. Any reduction in the scope of work, tasks to be completed or change to the desired duties performed by the provider of the supplemental services will have a corresponding reduction on the fee charged for those

services. Any supplemental service may be reduced or eliminated by the Owner after consultation with the Architect as long as such reduction or elimination occurs prior to performance of such work.

11.5 SCOPE OF WORK ASSUMPTIONS

A. Materials testing services during construction to be provided by Owner.

BRINKLEY SARGENT WIGINTON **ARCHITECTS**

BILLING RATES
2014

Exhibit
E

TITLE	RATE/hr.
Senior Principal	**240.00**
Principal/Project Manager	**180.00**
Project Architect	**125.00**
Senior Programmer	**120.00**
Construction Administrator	**120.00**
Staff Architect	**115.00**
Architectural Designer II	**95.00**
Architectural Designer I	**90.00**
Interior Designer	**90.00**
Administration	**75.00**

Billing Rates are reviewed by Architects yearly. Rates are subject to adjustment July 1st of each year

Exhibit F1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Berkley Insurance Company — 32603
INSURED Brinkley Sargent Wiginton Architects, Inc. 5000 Quorum Drive Suite 600 Dallas TX 75254	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 28080 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability		Y	AEC-9003657-00	2/15/2015	2/15/2016	Per Claim	$ 2,000,000
							Annual Aggregate	$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. Thirty day notice of cancellation in favor of certificate holder.

CERTIFICATE HOLDER

The City of Lubbock

.625 13th Street

Lubbock TX 79401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe A Bryant

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Exhibit F2

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Linda Nichols
Keystone Southwest Insurance Agency P O Box 1747 Rockwall TX 75087	**PHONE (A/C, No, Ext):** (972) 771-3861 **FAX (A/C, No):** (972) 772-1021 **E-MAIL ADDRESS:** lnichols@kswins.com
INSURED	**INSURER(S) AFFORDING COVERAGE** — **NAIC #**
BRINKLEY SARGENT WIGINTON ARCHITECTS, Inc. 5000 Quorum Drive Suite 600 Dallas TX 75254	INSURER A: American Casualty Company — 20427 INSURER B: Transportation Insurance Co. — 20494 INSURER C: Continental Casualty Insurance — 20443 INSURER D: Texas Mutual Insurance Co. — 22945 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 14/15 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR [X] ARCH/ENGINEERS BLKT. GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [X] PRO-JECT [ ] LOC			2026492125	12/15/2014	12/15/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			2048498452	12/15/2014	12/15/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			2095624102	12/15/2014	12/15/2015	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TSF0001175909	1/1/2015	1/1/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability and Nusiness Auto Liability policy includes Blanket Waiver of Subrogation and Blanket Additional Insured when required by written contract. Coverage is on Primary and non contributory Basis.

CERTIFICATE HOLDER

The City of Lubbock
1625 13th Street
Lubbock, TX 79401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James Leeker/LINDA

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Exhibit
G

shaping the built environment

3402 110TH STREET, SUITE 100 LUBBOCK, TEXAS 79423
806 392 9180 PHONE
JQENG.COM

07.15.15

Mr. Tony Jeffry, AIA
Vice President
Brinkley Sargent Wiginton Architects
5000 Quorum Drive, Suite 600
Dallas, Texas 75254

Re: Proposal – Scope of Structural Engineering Services and Compensation (Part I)
City of Lubbock Emergency Operations Center, Lubbock, Texas

Dear Mr. Jeffry,

We are pleased to express our interest in providing structural engineering services for the referenced project and offer the following proposal for your consideration.

SCOPE OF PROJECT

We understand the scope of the project to be a new Emergency Operations Center for the City of Lubbock Fire Department near their administrative offices at 1515 E. Ursuline in Lubbock, Texas. The building will be a single story of approximately 13,350 SF and will require the building to be hardened according to ICC 500 with 250 MPH wind. The exact structural system is unknown at this time. The anticipated foundation system will be either shallow footings or piers with grade beams.

SERVICES

Our services will include the following:

1. Participate in establishment of structural design criteria and determination of the primary structural framing scheme.

2. Engineering calculations for the design of the primary structural frame. Foundations will be designed and detailed in accordance with the recommendations in a Geotechnical Report prepared specifically for this site.

3. Preparation of construction drawings for the structural portions of the work.

4. ~~Preparation of a BIM model produced to Level of Development 300 per AIA E203 with Autodesk Revit Structure.~~ This model is only for the purposes of A/E coordination, generation of construction documents and clash detection with major structural elements, with the exception HBS

that the model may not be suitable for the creation of shop drawings. Items to be included in the structural model include: columns, load-bearing walls, beams, slabs, braces, and-foundations.

5. Preparation of structural specifications.

6. Assist the Architect in designing and detailing of miscellaneous metal fabrications for the items noted below. Detailing and specification of these items will be the responsibility of the Architect:
   a. Toilet partition supports
   b. Movable partition supports
   c. Curtain wall or window wall bracing
   d. Cold formed metal framing (CFMF): Preliminary member sizes will be provided for detailing purposes only.

7. Provision of structural performance requirements for the following items to be included in the performance specifications being prepared by others:
   a. Pre-cast concrete building components, including architectural precast concrete
   b. Performance specified steel framing
   c. Cold-formed metal framing at exterior and interior conditions
   d. Inserts, embeds, and hangers for mechanical, electrical, and plumbing hanging pipes, conduits, cable trays and equipment.

8. Preparation of addenda as required during bidding period, and answering questions regarding structural plans and specifications.

9. Construction administration:
   a. Three (3) site visits and/or construction administration and/or pre-construction meetings, including the preparation of observation reports.
   b. Review of structural shop drawings and submittal data.
   c. Review and respond to RFI's
   d. Preparation of ASI's and change orders.
   e. Review of change orders
   f. Review of testing laboratory reports

Services excluded from basic services:

1. Design and detailing of sitework including paving, sidewalks, flag and light foundations, retaining walls, bollards, dumpster pads, sign foundations, site sculpture foundations, etc., unless specifically included above.

2. Structural engineering design and detailing of specialty engineered building systems including but not limited to the following performance specified items:
   a. Pre-cast concrete building components
   b. Performance specified steel framing
   c. Cold-formed metal framing at exterior and interior conditions

3. Design, detailing, coordination, or layout of embeds or inserts for the support of mechanical, electrical, or plumbing hanging piping, conduits, cable trays, or other equipment.

4. Design of curtain wall systems, including internal reinforcing of window and curtainwall systems.

5. ~~BIM modeling of all items not explicitly included in the AIA E203 "Level of Development" listed in the scope above.~~ These excluded items include, but are not limited to: Miscellaneous steel, reinforcing, misc. steel "kicker" braces, channel frames, slab recesses, non-load bearing walls, exterior wall façade and fenestration, pre-engineered metal buildings, underground utilities. HES

6. Opinions of probable construction costs.

7. Geotechnical investigations and material testing.

8. Fast track production of structural drawings ahead of the architectural and MEP drawings.

9. Design of structural slab system for ground floor.

10. Detailed panel elevations for tilt-up concrete wall construction.

11. Design of temporary or permanent earth retention systems.

12. Detailing or specification of waterproofing or dampproofing. JQ may graphically indicate these items as appropriate and designate these items as work specified elsewhere in the Construction Documents.

13. Construction administration:
    a. Additional site visits beyond the number listed above.
    b. Review of formwork and shoring drawings.
    c. Updating or provision of the BIM model for construction coordination.
    d. Review of embeds, inserts and/or hangers and accessories for hanging fire suppression piping and equipment.
    ~~e. Preparation of record documents.~~ HES

14. Special inspections or responsibility for special inspections as the registered design professional in responsible charge (as defined by the International Building Code).

15. Assistance with the permitting process.

FEES

We propose to provide engineering services for a lump sum fee of $22,950.

Authorized additional services will be billed at the following hourly rates plus reimbursable expenses:

Partner	$240.00 / hour
Principal	$210.00 / hour
Senior Project Manager	$175.00 / hour
Engineering Technical Lead	$190.00 / hour

Project Manager	$155.00 / hour
Senior Project Engineer	$135.00 / hour
Project Engineer	$120.00 / hour
Senior Technician	$110.00 / hour
Technician	$90.00 / hour
Administrative	$75.00 / hour

PAYMENT SCHEDULE

Invoices for progress payments of the basic fee will be billed each month for services performed during the prior month on a percentage of completion basis in accordance with the following schedule:

~~Schematic Design~~	~~15%~~ HES
Design Development	~~20%~~ 35% HES
Construction Document	40%
Bidding and Negotiation	5%
Construction Administration	20%

If this proposal is acceptable, please sign Part I and return one copy to our office. Signature of Part I also acknowledges and accepts the terms and conditions set forth in Part II of this proposal. These documents will serve as our contract for this project unless superseded by a standard form agreement. We appreciate your consideration and look forward to working with you.

Sincerely,
Jaster-Quintanilla Dallas, LLP

Natalie Harvill. PE
Principal

Accepted by:

Brinkley Sargent Wiginton Architects _____ Date _____

JASTER-QUINTANILLA & ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT
PART II - TERMS AND CONDITIONS

WHEREAS: This Professional Services Agreement is made and entered into between **Brinkley Sargent Wiginton Architects** (Client) and **Jaster-Quintanilla & Associates, Inc.** (Engineer) a Texas Corporation. This Agreement consists of two parts: Part I - Proposal - Scope of Services and Compensation. Part II - Terms and Conditions

ARTICLE 1: PROFESSIONAL SERVICES

1.1 **Services**. In connection with the property described in the Proposal ("Property"), Engineer shall render the professional services ("Services") for the project described in the Proposal ("Project") as outlined in the Proposal and any Amendments.

1.2 **Agreement**. The Professional Services Agreement includes the Proposal dated **July 17, 2015**, Amendments to the Proposal, and these Terms and Conditions (collectively, the "Agreement").

ARTICLE 2: PROPOSALS

2.1 **Scope**. The Proposal(s) shall identify the specific scope of Services to be performed and the amount and type of compensation for the specific services. Any services not specifically identified in the Proposal are excluded unless added as additional services with additional compensation to Engineer.

2.2 **Acceptance of Agreement**. Client shall authorize and Engineer shall commence work upon Engineer's receipt of the properly executed and signed Proposal(s), as may be amended from time to time. If the Agreement is not executed by Client within thirty (30) days of the date tendered, it shall become invalid unless: (1) Engineer extends the time in writing; or (2) at the sole option of Engineer, Engineer accepts Client's oral authorization to proceed with the services, in which event the terms of the oral authorization shall be presumed to include all the terms of this Agreement. Engineer's performance of the services under the oral authorization shall be in reliance on the inclusion of all the terms of this Agreement in the oral authorization and the effective date of the Agreement is the date of the Proposal.

ARTICLE 3: CHANGES

3.1 **Changes**. The Engineer and Client may at any time, by written amendment, make changes within the general scope of individual Proposal(s) or relating to services to be performed. If such changes cause an increase or decrease in the Engineer's cost of, or time required for, performance of any services under individual Proposals, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 **Regulatory Changes**. In the event that there are modifications or additions to regulatory requirements relating to the services to be performed under this Agreement after the date of execution of this Agreement, the increased or decreased cost of performance of the services provided for in this Agreement and subsequent Proposals shall be reflected in an appropriate Proposal Amendment.

ARTICLE 4: THE TERM

4.1 **Term**. Engineer shall be retained by Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement. Engineer will pursue completion of Services in accordance with the timely completion specified in the Proposal and any amendments thereto. Engineer shall not be liable or responsible for any delays caused by circumstances beyond Engineer's control.

ARTICLE 5: DUTIES

5.1 **Access**. Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 **Client-furnished Data**. Client shall provide all criteria and full information as to Client's requirements for the Project, designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; architectural or other engineering design documents, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon the accuracy of in performing its Services.

Client shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of contractor(s)' applications for payment, and any inspection services to determine if contractor(s) are performing the work.

5.3 **Other Information**. Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4. **Ownership of Documents**. All designs, drawings, specifications, documents, and other work products of the Engineer (collectively, the "Documents"), whether in hard copy or electronic form, are instruments of service for the services and are owned by the Engineer regardless of whether or not services are completed. Reuse, change or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of Engineer. ANY REUSE, CHANGE OR ALTERATION OF THE DOCUMENTS BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE ENGINEER, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ENGINEER'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH AUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.

5.5. **Reporting Obligations**. Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.6 **Laboratory Services**. In performing services, Engineer may make use of an independent testing laboratory. Certain testing or laboratory services are the responsibility of Client or third parties. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services and Engineer will rely on the accuracy of the testing or laboratory services.

JASTER-QUINTANILLA & ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT
PART II - TERMS AND CONDITIONS

WHEREAS; This Professional Services Agreement is made and entered into between **Brinkley Sargent Wiginton Architects** (Client) and **Jaster-Quintanilla & Associates, Inc.** (Engineer) a Texas Corporation. This Agreement consists of two parts: Part I - Proposal - Scope of Services and Compensation. Part II - Terms and Conditions

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4.1 Term. Engineer shall be retained by Client as of the date Client executes the attached Proposal until the Services have been fully performed or until the Engineer's Services are terminated under provisions of the Agreement. Engineer will pursue completion of Services in accordance with the timely completion specified in the Proposal and any amendments thereto. ~~Engineer shall not be liable or responsible for any delays caused by circumstances beyond Engineer's control.~~ HES

ARTICLE 5: DUTIES

5.1 Access. Client will provide Engineer with access to the Property or to any other site as required by Engineer for performance of the Services.

5.2 Client-furnished Data. Client shall provide all criteria and full information as to Client's requirements for the Project, designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Engineer's submissions, and give prompt written notice to Engineer whenever he observes or otherwise becomes aware of any defect in the work.

Client shall also do the following and pay all costs incident thereto: Furnish to Engineer core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; architectural or other engineering design documents, and any other information previously made available to the Client, which may be required by Engineer, all of which Engineer may rely upon the accuracy of in performing its Services.

Client shall provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of contractor(s)' applications for payment, and any inspection services to determine if contractor(s) are performing the work.

5.3 Other Information. Engineer will rely upon commonly used sources of data, including database searches and agency contacts. Engineer does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 Ownership of Documents. All design, drawings, specifications, documents, and other work products of the Engineer (collectively, the "Documents"), whether in hard copy or electronic form, are instruments of service for the services and are owned by the Engineer regardless of whether or not services are completed. Reuse, change or alteration of the Documents by the Client or by others acting through or on behalf of the Client is not permitted without the written consent of Engineer. ANY REUSE, CHANGE OR ALTERATION OF THE DOCUMENTS BY THE CLIENT OR THIRD PARTIES IS AT THEIR OWN RISK AND CLIENT AGREES TO HOLD HARMLESS AND INDEMNIFY THE ENGINEER, ITS OFFICERS, PARTNERS, EMPLOYEES, AND SUBCONTRACTORS FROM ALL CLAIMS, DAMAGES, LOSSES, EXPENSES AND COSTS (INCLUDING ATTORNEYS' FEES) INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ENGINEER'S ALLEGED NEGLIGENCE, ARISING OUT OF OR RELATED TO SUCH ~~UNAUTHORIZED OR UNAUTHORIZED REUSE, CHANGE OR ALTERATION.~~ HES CONSISTENT WITH EXHIBIT A

5.5. Reporting Obligations. Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Engineer from providing any notices or reports that it may be required by law to give to governmental entities.

5.6 Laboratory Services. In performing services, Engineer may make use of an independent testing laboratory. Certain testing or laboratory services are the responsibility of Client or third parties. Engineer will not, and Client shall not rely upon Engineer to, check the quality or accuracy of the testing laboratory's services and Engineer will rely on the accuracy of the testing or laboratory services.

5.7 **Changed Conditions**. The Client shall rely on the Engineer's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Engineer. Should Engineer call for contract renegotiation, the Engineer shall identify the changed conditions necessitating renegotiation and the Engineer and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If the terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.8 **Site Visit**. All conclusions, opinions and recommendations will be based upon site conditions at the Property as they existed at the time of Engineer's site visit. Any report should not be relied upon to represent conditions at a later date. This paragraph does not obligate the Engineer to perform construction administration services.

5.9 **Opinions of Cost**. Should Engineer provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Engineer and are merely opinions. Engineer does not warrant that actual costs will not vary from those opinions because, among other things, Engineer has no control over market conditions.

5.10 **Construction Observation**. If construction phase services are included in the Services, the Engineer shall periodically visit the Project during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous Project review and observation services. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). Regardless of the inclusion of construction phase services as part of the Services, any use of the word "inspect" in any communication relating to services provided by the Engineer is understood to mean a general visual observation and not a detailed, scrutinized investigation of the site or the contractor's work.

5.11 **No Responsibility for Contractor's Work or Safety**. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractor(s) or the safety precautions and programs incident to the work of contractor(s). Engineer shall not be responsible for any contractor's failure to comply with any laws, regulations, standards or ordinances relating to the contractor's performance of its work.

5.12 **Permits**. Client is responsible for obtaining and complying with all required permits or other approvals of, and for giving any required notices to, all governmental and quasi-governmental authorities having jurisdiction over the Services or the Property. Before Engineer performs the Services, Client will provide Engineer evidence satisfactory to Engineer that all required permits or other approvals have been obtained and that all required notices have been given. Client will provide to Engineer copies of any such permits or any such notices, together with any other relevant information that will alert Engineer to the requirements of such permits, approvals, or notifications.

5.13 **Standard of Care**. In providing services under this Agreement, the Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

5.14 **Third-Part Beneficiaries**. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Engineer. The Engineer's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder. ~~The Client and the Engineer agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.~~ HES

5.15 **Accessibility Compliance**. Various federal and state statutes such as the Americans with Disabilities Act, Fair Housing Act and Texas Architectural Barriers Act may be applicable to the design and construction of the Project. Notwithstanding anything to the contrary in this Agreement, Engineer does not represent, warrant or guaranty that the Engineer's design will comply with all interpretations of these statutory requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the Project.

5.16 **Fast-Track Projects**. This clause 5.16 only applies if a fast track process is identified as part of the scope of Engineer's Services or is required due to changes in the Project after the effective date of the Agreement. In consideration of the benefits to the Client of employing the fast track process in which some of the Engineer's Services overlap the construction work and are out of sequence with the traditional project delivery method, and in recognition of the inherent risks of fast tracking, including but not limited to design conflicts and errors and omissions, Client agrees to waive all claims against the Engineer for damages or costs relating to design changes and modification of portions of the contractor's work due to the Client's decision to employ the fast track process. Client further agrees to compensate Engineer for all Additional Services that arise as a result of the fast track process.

ARTICLE 6: COMPENSATION FOR SERVICES

6.1 **Compensation for Services**. Engineer's compensation for services shall be set forth in individual Proposal(s).

6.2 **Compensation**. Client agrees to pay Engineer for Services in accordance with the Agreement. Expenses directly related to these Services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a ten percent (10%) markup on cost, unless these costs have been included in individual proposals.

6.3 **Payments**. Engineer will invoice Client monthly in accordance with the terms and conditions of the Proposal, and amendment(s) for Services and reimbursables. Client agrees to promptly pay Engineer at its office at **1608 West Sixth Street, Suite 100, Austin, Texas 78703**, the full amount of each such invoice upon receipt. In no event shall Engineer's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.4 **Sales and Use Tax**. Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to the Sales Tax. Sales Tax shall be per the current applicable governing authority tax rates. In the event subsequent taxes are levied by Federal, State, or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

~~6.5 **Right to Stop Performance**. If Client does not pay any amount due to Engineer within thirty (30) days after the invoice date, Engineer may, upon three (3) additional days verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.~~ HES

6.6 **Interest**. Payments due and unpaid to Engineer under the Agreement shall bear interest at the rate ~~of twelve percent (12%) per annum, or lesser if~~ required by law, ~~calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.~~ HES HES

~~6.7 **Attorney's Fees**. In the event Engineer's invoices for services are given to any attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy or other judicial proceeding, then Client shall pay Engineer all cost of collection, including the maximum attorney's fees allowed by law and court costs, in addition to other amounts due.~~ HES

~~6.8 **Contractual Lien**. In the event the Client is the owner, or agent of the owner, of the Property (fee and/or leasehold estate), Client grants to Engineer a contractual lien, in addition to all statutory and other liens that may exist, on the Property and~~ HES

improvements thereon where the Project is located to secure payment for all debts owed, now or in the future, to Engineer by Client including those arising as a result of Engineer's services provided under this Agreement. Client grants Engineer the authority and right to file a copy of this Agreement in the public records of the county or counties where the Project is located to give notice of Engineer's lien rights.

HES

ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Engineer's services, either by Client or by Engineer, upon seven (7) days written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Engineer shall discontinue work under this Agreement. Such termination shall release Engineer from any further obligation to provide Services to Client on this Agreement, but all obligations of Client shall continue. In the event Client terminates the Agreement based on Client's reasonable opinion the Engineer has failed or refused to prosecute the work efficiently, promptly or with diligence, the Engineer shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement or Proposal(s).

Client waives any and all claims it has against Engineer arising out of termination of this Agreement by Engineer. Client waives any and all claims, causes of action, or damages that it has or may have against Engineer for failure to perform further services under this or any other Agreement with Client.

HES

7.2 **Compensation in Event of Termination.** Upon termination by either Client or Engineer, Client shall pay Engineer with respect to all contracted Services rendered and expenses incurred before termination an amount fixed by applying the Engineer's standard hourly rates in force at the time of termination to all Services performed to date, in addition to termination settlement costs the Engineer reasonably incurs relating to commitments which had become firm before the termination.

HES

ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor.** It is understood that the relationship of Engineer to Client shall be that of an independent contractor at all times during the performance of this agreement and no provision or obligation expressed or implied in this Agreement shall create an employment, agency, or fiduciary relationship. Neither Engineer nor employees of Engineer shall be deemed to be employees of Client.

ARTICLE 9: LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF ENGINEER, ITS EMPLOYEES, OFFICERS, SUBCONSULTANTS AND SUBCONTRACTORS, TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES, OR DAMAGES WHATSOEVER FROM ANY CAUSE OR CAUSES, INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR ERRORS OR OMISSIONS SHALL NOT EXCEED THE ENGINEER'S TOTAL FEE. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCURRED DUE TO THE FAULT OF THE OTHER PARTY, REGARDLESS OF THE NATURE OF THIS FAULT OR WHETHER IT WAS COMMITTED BY THE CLIENT OR BY ENGINEER, THEIR EMPLOYEES, AGENTS, SUBCONSULTANTS, OR SUBCONTRACTORS. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF USE AND LOSS OF PROFIT.

HES

9.2 **No Certification.** Engineer shall not be required to sign any documents that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain. The Client also agrees not to make resolution of any dispute with Engineer or payments of any amount due to Engineer in any way contingent upon Engineer's signing any such certification.

9.3 **Asbestos or Hazardous Materials.** It is acknowledged by both parties that Engineer's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Engineer or any other party encounters asbestos or hazardous or toxic materials at the Property, or should it become known in any way that such materials may be present at the Property or any adjacent areas that may affect the performance of Engineer's Services, Engineer may, at its option and without liability for consequential or other damages, suspend performance of Services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials and warrant that the Property is in full compliance with applicable laws and regulations.

9.4 **Delays.** Engineer is not responsible for delays caused by factors beyond Engineer's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Engineer's Services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Engineer's reasonable control occur, the Client agrees Engineer is not responsible for damages, nor shall Engineer be deemed to be in default of this Agreement. In the event such delay exceeds ninety (90) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation. In the event Engineer is delayed by the Client and such delay exceeds thirty (30) days, Engineer shall be entitled to an extension of time equal to the delay and an equitable adjustment in compensation.

HES

9.5 **Project Enhancement.** If, due to Engineer's error or omission, any required item or component of the Project is omitted from Engineer's documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Engineer be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

HES

ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement contains the entire agreement between Engineer and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by written document executed by both parties.

10.2 **Modifications.** No one has authority to make variations in, or additions to, the terms of this Agreement on behalf of Engineer other than one of its officers, and then only in writing.

10.3 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.4 **Venue.** Engineer and Client agree that the services will be performed or partially performed in Travis County, Texas, and the venue of any action under the Agreement shall be exclusively in Travis County, Texas.

HES

10.5 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a party hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.6 **Construction of Agreements.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

HES

10.7 **Successor and Assigns.** Client, for himself and partners, if any, and Engineer, for itself, each binds himself or itself and its successors, executors, administrators and assigns to the other party to this Agreement and to partners, successors, executors,

administrators and assigns of such other party in respect to all covenants of this Agreement. Neither Client nor Engineer shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than Client and Engineer. Client's representative signing below warrants that he or she has full authority to bind Client to this Agreement and further warrants that Client has an ownership interest in the real property that is part of the Project. Client's representative signing below agrees to indemnify, save, and hold Engineer harmless for any and all claims, causes of action, and damages that may arise against Engineer if the representations contained in this Paragraph are not correct.

Nothing in Agreement restricts Engineer's ability to hire subcontractor in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless the Engineer gives Client prior and specific written approval.

10.8 Dispute Resolution. Any claim, dispute or other matter in question arising out of or related to the Agreement of the services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve all disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, any additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

10.9 Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include similar mediation provisions in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

10.10 No Warranty. Engineer makes no warranty, either expressed or implied, as to Engineer's findings, recommendations, drawings, specifications, or professional advice. Any warranties or guarantees contained in any purchase orders, certifications, requisitions, or notices to proceed issued by the Client are specifically objected to and excluded. Client recognizes that neither Engineer nor any of Engineer's subconsultants or subcontractors owes any fiduciary responsibility to Client.

10.11 Survival of Provisions. Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Engineer and of Client which would otherwise survive termination of the Services.

10.12 Corporate Liability. Client understands and agrees that Engineer is a business entity that has contracted to perform services and any services provided by Engineer's employees, agents, partners, members or officers are not provided in their individual capacity. Client will not make any claim or demand against any of Engineer's employees, officers, directors, members, partners or affiliated business entities.

END OF PROFESSIONAL SERVICES AGREEMENT

HES

HES

HES

HES

CONSISTENT WITH EXHIBIT A HES

Exhibit H

April 15, 2015

Brinkley Sargent Wiginton
5000 Quorum, Suite 600
Dallas, TX 75254

Attention: Mr. Tony Jeffry

RE: Lubbock EOC Facility
Lubbock, Texas

Proposal No. 15-773

MD Engineering, LLP (MD Engineering) is pleased to submit a proposal to Brinkley Sargent Wiginton (Client) to provide professional Mechanical, Electrical and Plumbing (MEP) Engineering Services for the above referenced project. The following proposal documents our understanding of the scope of the project, our services, contract terms, and fee. This Proposal/Contract will constitute an Agreement between Brinkley Sargent Wiginton (Client) and MD Engineering.

SCOPE OF SERVICES:
This project, located in Lubbock, Texas will consist of industry design standard MEP services for approximately a 13,500 square foot emergency operations center located adjacent to the Lubbock Administrative Offices. Mechanical work will include a heating, ventilation and air conditioning (HVAC) systems, plumbing, and fire protection. Electrical work will include normal and emergency power distribution, lighting, exterior lighting for building elements and parking areas, lightning protection system, fire detection and alarm system. The Fire Protection and Fire alarm systems are performance specification items. Basic Services include performing a Mechanical and Lighting Energy Compliance Check. If third party verification is required, MD Engineering can not provide this service. Construction Administration services shall include four site observations.

MD Engineering's scope of services is further clarified as follows:

1. Special systems such as communications; computer networks; telephone; and sound, including cabling, etc., will be designed by specialty consultants. Basic services include environmental, power and empty conduit/raceway requirements, based on the information provided. Power/Signal Outlet Plan(s) will indicate any special outlet/power requirements. This includes copiers, clean power, details for pre-wired furniture systems, etc. Outlets not so designated will be circuited as normal convenience outlets. Where special outlet locations are required, all necessary dimensioning will be shown by the Client on the Architectural documents.

2. Landscape irrigation and landscape lighting will be designed by a specialty consultant. Documentation and circuiting of exterior lighting designed by others is included in MD Engineering Basic Services.

3. Design of the following systems will be provided by other Consultants and is excluded from MD Engineering Basic Services.

   a. Civil Engineering i.e., site drainage, extension of utilities to within 5 feet of the building, relocation of any existing utilities, off-site utility work, etc.

   b. Acoustical Engineering

FEES

MD Engineering will provide the above Basic Services for a stipulated design fee of ~~forty three thousand~~ dollars ($ 51,300) based on the scope listed above. Should the budget or scope of work change more than 15% MD engineering shall seek additional compensation.

~~Schematic Design~~	~~20% ($ 10,300)~~			
Design Development	~~25% ($ 12,800)~~	35%	17,955	
Construction Documents	~~30% ($ 15,400)~~	35%	17,955	
Bid and Award	~~5% ($ 2,500)~~	6%	3075	
Construction Administration	~~20% ($ 10,300)~~	24%	12,315	
Total Fee	**$ 51,300**			

BASIC SERVICES shall include the following:
Contract Documents including Drawings and Specifications, as defined to below, to include the following submittals:

1. Drawings - ~~MD Engineering utilizes AutoCAD Software – AutoCAD MEP 2014 and Revit MEP 2014. Our proposal is based upon the Client providing background drawings in AutoCAD or a "warning free" model from Revit.~~ MD Engineering will provide CADD-plotted reproducible drawings at the various submittal levels as required. The Client will be responsible for the reproduction of all submittals. ~~This proposal is based upon utilizing MD Engineering's standard layering criteria and guidelines. Upon request, MD Engineering will provide written documentation of the layering and formats utilized to prepare the CADD drawings.~~

2. Specifications - MD Engineering will provide technical specifications for the project using the MD Engineering's format and Microsoft Software. Technical specifications will be coordinated with the Owner's General Conditions (Front End) and with Client's Division 1 Specifications if supplied to MD Engineering prior to 95% completion.

~~Schematic Design~~ DESIGN DEVELOPMENT

~~The Schematic Design~~ Scope of Work shall consist of:

1. CADD-plotted floor plans and sketches focusing on spatial requirements of MEP equipment and mechanical and electrical room block layouts. Equipment capacity calculations will be based on square footage and function. Layout of ductwork, lighting fixtures, power outlets or other equipment outside the mechanical and electrical rooms is not included.

2. System Descriptions:

   a. Design criteria narrative describing the basis of HVAC, plumbing and electrical load estimates.

   b. Mechanical, electrical, plumbing, and fire protection system descriptions in the form of an system narrative that provides the following:

      - HVAC system types, approximate air handling unit capacities, and overall building tonnage. Calculations will be based on square footage and function.
      - Electrical distribution system type, voltage, and approximate building electrical load. Calculations will be based on square footage and function.
      - Anticipated lighting system and fixture types.
      - Plumbing system type, approximate capacities, and fixture descriptions.
      - Fire protection system type.

3. Provide verbal question and answer assistance to the Cost-Estimating Consultant to clarify system types and probable materials.

4. Attend design team meetings with architect, owner, and other required consultants to develop system concepts and establish mechanical equipment space requirements and optimization of the equipment room locations. Identify MEP requirements and locate all Owner-furnished equipment prior to the start of the Design Development phase.

Design Development

This submittal shall be based upon a single approved Schematic Design Concept. The Scope of Work shall consist of:

1. Systems narrative for the mechanical, electrical, plumbing, and fire protection systems, and shall include:

a. HVAC system descriptions including major equipment quantities such as air handling units, diffusers, and pumps. The system descriptions will indicate capacities, manufacturers, model numbers, and features.

b. Electrical distribution system descriptions including major equipment quantities such as switchgear, distribution panels and outlet devices. The system descriptions will indicate capacities, manufacturers, model numbers and features.

c. Lighting system descriptions including fixture quantities or quantities per square foot. The system descriptions will indicate manufacturers, model numbers and features.

d. Plumbing system descriptions including major equipment quantities such as water heaters, pumps, backflow preventers, etc. The system descriptions will indicate capacities, manufacturers, model numbers, fixture types and features.

e. Fire protection system descriptions.

2. Manufacturers' technical descriptive bulletins (cut sheets) will be provided for the key components of the mechanical, electrical and plumbing systems.

3. CADD-plotted drawings and sketches showing the following:

   a. Layout of major mechanical and electrical equipment in mechanical rooms.

   b. Routing of main supply ductwork where structural and/or architectural coordination is required, to indicate zoning. Layout of lateral ductwork is not included.

   c. Layout of supply and return air diffuser locations for typical areas.

   d. Layout of typical lighting fixture locations and switching configuration of non-standard areas.

   e. Site plans indicating transformer location and primary electrical conduit routing.

   f. Layouts of power, telephone, data and other outlet locations.

4. Provide verbal question and answer assistance to the Cost-Estimating Consultant to clarify system types and probable materials.

50% Construction Document (Intermediate Submittal)
This submittal will be based upon a single approved Design Development submittal. The intent will be to provide information required to coordinate key interdisciplinary areas of the work and to update construction costs. The Scope of Work shall consist of:

1. Progress CADD-drafted floor plans and CADD-plotted sketches of details where required for interdisciplinary coordination.

2. Project specifications.

3. Provide verbal question and answer assistance to the Cost-Estimating Consultant to clarify system types and probable materials.

4. Attend formal design team meetings to coordinate between disciplines.

100% Construction Documents
This submittal shall be based upon a single approved 50% Construction Document Design submittal and shall consist of:

1. CADD-drafted construction drawings.

2. MEP specifications.

Bidding
The bidding phase shall consist of:

1. Attending pre-bid meeting at the site.

2. Responding to RFI's and Issue Addendum

Construction Phase Services
The construction administration phase shall consist of:

1. Four (4) site visits will be provided during construction. Four schedule site visits will be conducted to observe rough-in, above ceiling, pre-final punch, and final punch confirmation. Additional visits will be provided at hourly rates according to our published Professional Fee Schedule in effect at the time the work is performed.

2. Standard shop drawing and submittal review services to include one (1) initial submission review, and one (1) re-submission review, as required in the project specifications.

CONTRACT CONDITIONS

1. Contact terms:

   a. It is expected that an AIA Document C401-2007, "Standard Form of Agreement Between Architect and Engineer", will be entered into prior commencing work. The terms of this proposal shall be included in the language of the contract. If a contract is not executed at the time work commences, we will proceed with the understanding that an AIA C401 will be incorporated unless written notice to the contrary is received..

   b. In the event the project is abandoned or not carried to completion, our services for that portion of the work, which has been completed, will be paid for at ~~the hourly rates shown on the Professional Fee Schedule.~~ HRS Σ PERCENT COMPLETE

   c. The Contract Drawings and Specifications or reproduction of them, in whole or in part, shall not be used on any other project without the written approval of MD Engineering.

2. Professional Liability Insurance Coverage:

   a. All members of the design team will carry professional errors and omissions insurance for the amount of $1,000,000 dollars, minimum.

3. Client Responsibilities:

   a. Industry standard design team leadership and coordination of responsibilities between design team members. The Client shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by the Client, as necessary for the coordination of this part of the Project.

   b. Except as authorized by the Client, all communication between MD Engineering and the Owner, Contractor or other consultants for the Project shall be forwarded through the Client.

   c. Provide a reasonable schedule for deliverables and project milestone deadlines for all consultants at the start of the project in order for MD Engineering's services to be performed in a manner, sequence and timing that coordinates with those of the Client and other consultants for the Project.

d. Order and provide required completed copies of the Owner guidelines and design criteria. MD Engineering will provide technical direction to identify the required information.

e. Identify the presentation format for design narratives and design analyses at the start of the project. MD Engineering will endeavor to comply with these formats.

f. Monitor the Contractor during construction to assure compliance with the "Record Drawing" requirements of the MEP specifications. MD Engineering will provide reasonable assistance coordinated with scheduled site visits. The ability of the Design Team and MD Engineering to comply with the Owner's "Record Drawing" requirements will be dependent upon the accuracy and quality of the documents prepared by the Contractor. Preparation of "Record Documents" from information that does not comply with the MEP specifications is not included in Basic Services.

g. Construction Documents will be CADD prepared. Client will furnish electronic files in AutoCAD format with companion hard copies (i.e., plots). MD Engineering design work will be prepared in these files, and they will become the basis for the respective mechanical, plumbing, and electrical Construction Documents. Floor plan revisions will be processed in a similar manner. Coordination information shall be provided to MD Engineering on one (1) set of clearly marked blueline prints or clearly indicated in the electronic file by "clouding" showing the changes. ~~One (1) set of electronic data in AutoCAD format on CD-R or by E-mail shall be provided.~~ HPS

h. Communicate the stage of construction regularly to enable MD Engineering to schedule site visits at rough-in for the mechanical, plumbing and electrical trades. Provide MD Engineering a minimum of three (3) working days' notice prior to unscheduled site visits or meetings during construction

i. Prepare agenda for all design team meetings and provide to MD Engineering at least three (3) working days in advance of the meeting. Schedule MD Engineering involvement to minimize meeting times. Attendance at unorganized meetings or meetings that are not relevant to MEP services may result in Additional Services

ADDITIONAL SERVICES

Any services not included as basic services will be considered additional services. Additional Services are billable at the hourly rates specified in addition to the fees for Basic Services. The following items are not included within the scope of services listed above and will be considered additional services:

1. Revision(s) of previously approved drawings
2. Reports/Studies of energy and utility costs or life cycle analysis
3. Development, evaluation and preparation of **detailed** construction cost estimates
4. Environmental studies or investigations
5. Special provisions for insurance carriers' review
6. ~~Formal Value Engineering (VE) services and incorporation of VE items after the completion date of documents~~ HS
7. Detailed mechanical, electrical, plumbing and fire protection load calculation reports
8. Additional documents and revisions to documents after the completion date of documents
9. Project observations, site visits and other construction services during construction not listed above
10. On-site project supervision
11. Conferences and project visits for coordination of construction among subcontractors
12. ~~As-built or Record Drawings~~ HS

HOURLY RATES

For the purpose of this Agreement, our standard hourly rates as, indicated on the following Professional Fee Schedule is hereby made part of this Agreement. These rates are periodically updated and are subject to change upon advance written notice.

Principal	$ 180.00
Sr. Engineer	$ 155.00
Engineer/Sr. Designer	$ 130.00
Designer	$ 95.00
Technician	$ 60.00

REIMBURSABLE EXPENSES

Reimbursable expenses are billable in addition to the fees for Basic Services. Travel expense outside the metroplex, delivery charges, plotting, and printing costs will be reimbursable at our invoice cost ~~plus 10%.~~ HS

PAYMENT

Invoices to be submitted monthly based upon an estimated percentage of completion with payment due not later than five (5) working days from date of payment by Owner to Client. Invoices unpaid ninety days after receipt of invoice, shall bear interest at a rate of 1% per month until payment is received. ~~The Client shall pay for all expenses (including reasonable attorney's fees) incurred in collecting any payment of interest thereon.~~ HS

Thank you for the opportunity to submit this proposal. If this proposal is acceptable, please return of a copy of this Agreement with your signature as acknowledging your acceptance of this Agreement as a firm Contract between MD Engineering and Brinkley Sargent Wiginton. This proposal will be honored thirty (30) days after date of issue and will be subject to re-negotiation after that date. We look forward to working with your firm on this project.

Sincerely,

MD Engineering, LLP

Michael Smith, PE LEED®AP

President

ACCEPTED:

By: _____

Date: _____

Exhibit
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OJD Engineering
The Benchmark

July 14, 2015

Anthony Jeffry, AIA
WHJ Architects
500 North Central Expressway, Suite 300
Plano, TX 79074
(972) 665-0657

Re: Lubbock EOC Engineering Services

Dear Mr. Jeffry:

The proposed total cost for the referenced project is as follows:

1. **Task 1- Engineering Design Services:**

1.1. Provide Paving, Grading & Drainage Design according to City of Lubbock Standards and Specifications. This includes a site grading plan, site dimension control plan, site jointing plan (if required), and any meetings with the city as required for approval.	$5,500
1.2. Provide Site Utility Design according to City of Lubbock Standards and Specifications. This includes a site water plan & a site sewer plan and meetings with the city as required for approval and coordination of dry utilities with local utility companies as required by site improvements. This item does not include any off site water and sewer main improvements that may be required by City of Lubbock.	$4,500
1.3. Provide Storm Water Pollution Prevention Plan.	$1,000
	Total: $11,000

The above costs do not include City of Lubbock review fees, pro-rata or adjacent main fees or any other fees payable to the City of Lubbock or other agency for review or approval of the above referenced project. Any work beyond the scope of work shall be negotiated under another agreement based on the attached standard fee schedule. Please call if you have any questions concerning this proposal.

OJD Engineering
The Benchmark

Sincerely,

Ben Lewis, P.E.
OJD Engineering, LP
Engineering Firm #4393
Surveying Firm #10193983

Accepted: _____ Date: _____

Wellington | Amarillo | Wolfforth | Midland

ph: 806.791.2300 328 E. HWY 62 Unit No. 1 Wolfforth, TX 79382 fax: 806.791.2301
www.OJDengineering.com

OJD Engineering
The Benchmark

STANDARD FEE SCHEDULE
2015

Senior Principal	$230/hr
Principal	$200/hr
Senior Professional Engineer	$160/hr
Professional Engineer	$140/hr
Senior Registered Professional Land Surveyor	$180/hr
Registered Professional Land Surveyor	$130/hr
Engineer-in-Training	$100/hr
Senior Engineering Technician/Designer	$110/hr
Engineering Technician/Designer	$80/hr
Surveyor-in-Training	$95/hr
Survey party chief	$100/hr
Senior CAD Technician	$90/hr
CAD Technician	$85/hr
Survey Technician	$55/hr
3-Man field crew (Total Station/Level)	$175/hr
2-Man field crew (Total Station/Level)	$155/hr
Senior Admin. Staff	$70/hr
Admin. Staff	$55/hr
GPS receivers (min 2 units)	$35/hr/unit
Meals	$40/man/day
Lodging	$125/man/day
Mileage	$.65/mile
Copies(letter/legal size)	$.35/sheet
11"X17" copies	$.50/sheet

Billing rates may be adjusted by up to 5 percent annually (at the beginning of each calendar year) during the term of any agreements.

~~A multiplier of 1.15 will be applied to all direct reimbursable expenses.~~ HES

Wellington | Amarillo | Wolfforth | Midland

ph: 806.791.2300 328 E. HWY 62 Unit No. 1 Wolfforth, TX 79382 fax: 806.791.2301
www.OJDengineering.com

OJD Engineering
The Benchmark

Exhibit
K

July 14, 2015

Anthony Jeffry, AIA
WHJ Architects
500 North Central Expressway, Suite 300
Plano, TX 79074
(972) 665-0657

Re: Lubbock EOC Surveying Services

Dear Mr. Jeffry:

The proposed total cost for the referenced project is as follows:

1. **Task 1- Topographic Surveying Services:**

   1.1. Verify property lines and locate any structures, visible utilities, utilities marked by Texas811 and show City of Lubbock utilities according to their GIS. Locate any other improvements including but not limited to parking areas, curbs, sidewalks and drainage structures within the affected area of the proposed improvements. ~~This does not include a boundary survey or~~ location of easements that may encumber the property. ARE INCLUDED IN SURVEY. HES
   BOUNDARY SURVEY IS NOT INCLUDED. HES

   Total: ~~$3,500~~ 4,000 HES

The above costs do not include City of Lubbock review fees, pro-rata or adjacent main fees or any other fees payable to the City of Lubbock or other agency for review or approval of the above referenced project. Any work beyond the scope of work shall be negotiated under another agreement based on the attached standard fee schedule. Please call if you have any questions concerning this proposal.

Sincerely,

Ben Lewis, P.E.
OJD Engineering, LP
Engineering Firm #4393
Surveying Firm #10193983

Accepted: _____ Date: _____

OJD Engineering
The Benchmark

STANDARD FEE SCHEDULE
2015

Senior Principal	$230/hr
Principal	$200/hr
Senior Professional Engineer	$160/hr
Professional Engineer	$140/hr
Senior Registered Professional Land Surveyor	$180/hr
Registered Professional Land Surveyor	$130/hr
Engineer-in-Training	$100/hr
Senior Engineering Technician/Designer	$110/hr
Engineering Technician/Designer	$80/hr
Surveyor-in-Training	$95/hr
Survey party chief	$100/hr
Senior CAD Technician	$90/hr
CAD Technician	$85/hr
Survey Technician	$55/hr
3-Man field crew (Total Station/Level)	$175/hr
2-Man field crew (Total Station/Level)	$155/hr
Senior Admin. Staff	$70/hr
Admin. Staff	$55/hr
GPS receivers (min 2 units)	$35/hr/unit
Meals	$40/man/day
Lodging	$125/man/day
Mileage	$.65/mile
Copies(letter/legal size)	$.35/sheet
11"X17" copies	$.50/sheet

Billing rates may be adjusted by up to 5 percent annually (at the beginning of each calendar year) during the term of any agreements.

~~A multiplier of 1.15 will be applied to all direct reimbursable expenses.~~ HFS

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ph: 806.791.2300 328 E. HWY 62 Unit No. 1 Wolfforth, TX 79382 fax: 806.791.2301

www.OJDengineering.com

Exhibit
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SCHULTZ² ARCHITECTS, LLC

April 30, 2015

Consulting Services Proposal

Tony Jeffry, Vice-President
Brinkley Sargent Wiginton Architects
5000 Quorum
Suite 600
Dallas, Texas 75254

Re: Proposed Consulting Services for
Tornado Shelter Peer Review Services
City of Lubbock New EOC

Dear Tony,

Thank you for the opportunity to work with Brinkley Sargent Wiginton Architects, herein referred to as Client, on this project.

Please find herein the terms and conditions for our consulting services as outlined. If this proposal is acceptable, please sign and return one copy to us.

Project Scope
This proposal is based on the following scope of work:

Schultz Squared Architects LLC, herein referred to as Consultant will provide tornado shelter peer review services for the New City of Lubbock Emergency Operation Center which will consist of a 13,200 square foot, slab-on-grade, single story structure located directly adjacent to the City of Lubbock's Central Fire Administration Facility. The building will include a communications/dispatch center, a large dividable situation room, break-out conference rooms, office spaces and support spaces. The entire structure shall be designed and constructed to withstand tornadic forces and meet the requirements of the ICC 500-2014. Peer review services will consist of architectural and structural items analyzed per the requirements of ICC 500-2014, chapters 1, 2, 3, 4, 5, 6 & 7. No FEMA grant funding is being utilized for this project therefore, the FEMA P-361 will not be used for basis of peer review.

1999 N. AMIDON AVE. STE 373, WICHITA, KS 67203
P: 316-425-7745 F: 316-425-7753
WWW.SCHULTZSQUARED.COM

Shelter peer review services including both architectural and structural shall include but not be limited to the following:

- One site meeting (Lubbock) with Fire Department and Emergency Operations representatives, A/E team (Architects, Structural, Mechanical, Electrical, and Plumbing Engineers) to discuss design concepts and requirements.
- Periodic video conference meetings with the A/E team during the design and documentation phases of the project. Meetings will be on an as-needed basis determined by the A/E team.
- Q/A as needed during the design process.
- Post-Design Development Phase and 75% Construction Document Phase peer review shall be conducted by Consultant. Deliverables will be a peer review form addressing items that do not meet the intent of the ICC 500-2014 and/or design recommendation.
- Upon request, assistance writing the Tornado Shelter Management Plan for use by City of Lubbock.

Services not provided
Consulting services not provided include, but are not limited to: project planning, project design, construction administration, other code related issues, Civil design and review, communication/technology design and review, and other architectural/engineering services not listed under Project Scope above.

Fee

Architectural	**$150/hour** plus reimbursable expenses
Structural	**$185/hour** plus reimbursable expenses. $

SERVICES TO BE BILLED HOURLY TO A MAXIMUM FEE OF 20,000 PER COREY SCHULTZ EMAIL DATED 7/13/15 HEC

Reimbursable Expenses
Expense for vehicle mileage, meals, airline travel, lodging, travel time, plots, reproductions, photography, postage, web based conferencing charges, and long distance telephone charges including faxes, will be billed as a reimbursable expense. ~~A multiple of 1.15 times the expenses incurred by the Consultant shall be applied~~. Consultant will endeavor to keep these expenses to a minimum. HES

Payment
Regular monthly payment shall be made based on the work completed by the Consultant within 30 days of Client's receipt of Consultant's invoice. Amount unpaid 60 days after the invoice date shall bear a late payment fee of at ~~1.5% per month (18% annually).~~ 1% PER MONTH HES

Limitation of Liability & Indemnification

In recognition of the relative risks and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Sub-consultants, to the Client, Owner, Contractor, and all Subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Consultant and to all those named shall not exceed the Consultant's **total fee** for services rendered on the project for which the claim(s) originate. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

HES

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her Subcontractors or other Consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

In consideration of Consultant performing an architectural and structural review of the project and the use of the comments, concerns, and recommendations, the document owners, and related parties agree that Consultant shall be entitled to rely upon the completeness and accuracy of all information provided to Consultant. The documents owner and related parties further agree that Consultant shall not be responsible in any way for errors omissions contained in any drawings or specifications prepared by others or for errors or omissions by others in incorporating the recommendations made by Consultant into the reports, drawings, or specifications. In addition, the document owners and related parties shall waive all claims against Consultant arising from the services performed by others on the project or from the services to be provided by Consultant.

HES

Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences of procedures or for safety precautions or programs in connection with the work, for the acts or omissions of the Client, its Subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the construction documents.

Dispute Resolution

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of Consultant's services, Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration. The Client and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such

HES

CONSISTENT WITH PRIME AGREEMENT

HES

April 30, 2015

CONSISTENT WITH PRIME AGREEMENT

~~Any dispute, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Wichita, Kansas, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

HES

We look forward to working with you. If you have any questions or require further information, please give me a call. Thank you for this opportunity to be of service.

Sincerely,

Schultz Squared Architects LLC

Client: **Brinkley Sargent Wiginton Architects**	Consultant: **Schultz Squared Architects LLC**
_____	_____
Signature	*Signature*
Print Name: _____	Print Name: Corey Schultz
Print Title: _____	Print Title Principal
Date: _____	Date: April 30, 2015

Exhibit
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ACCESS by DESIGN
ACCESSIBILITY CONSULTANTS Access by Design Inc 12720 Hillcrest Road Suite 580 Dallas Texas 75230 Tel 214 348 7758 Fax 214 348 7867 www.abyd.com

8 July 2015

Mr. Hal Sargent
Brinkley Sargent Architects
5000 Quorum, Suite 600
Dallas, Texas 75254

Re: Emergency Operation Building
Lubbock, Texas
Proposal for Accessibility Consulting Services

Dear Mr. Sargent:

Access by Design, Inc. ("AbyD" and/or the "Consultant") is pleased to submit this proposal for Consulting Services to Brinkley Sargent Wiginton Architects (the "Architect"). This proposal, once executed by both Consultant and Architect, will allow work to commence immediately on your Project. Following such execution by the parties, this letter shall serve as either a final agreement or an interim agreement subject to a final contract which will be entered into by the parties and to which this letter will be attached and incorporated for all purposes. Thank you for inviting me to submit this proposal for consulting services on the Emergency Operations Building project. I look forward to the opportunity to work with you again.

Project Scope

We understand this project to consist of the new construction of an Emergency Operations Building with an estimated construction cost of $5,050,000. Access by Design proposes to provide the following services:

- Preliminary Plan Review
- TAS Plan Review as required by the State of Texas
- TAS Site Inspection as required by the State of Texas

Services

1) Access by Design will perform a **preliminary plan review**, based upon design drawings provided by the Architect. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report.

   We propose a fixed fee for the preliminary plan review in the amount of .....**$ 550.00**

2) Access by Design will perform a **TAS plan review** as required by Chapter 469, Texas Government Code, based upon 100% construction documents, signed and sealed. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report.

   We propose a fixed fee for the TAS plan review, in the amount of .....**$ 690.00**

3) Access by Design will perform a **TAS site inspection** upon completion of construction as required by Chapter 469, Texas Government Code. The project will be evaluated for compliance with the Texas Accessibility Standards as required by the State of Texas. The findings will be documented in a written report including site photos of any unacceptable conditions. This fee shall include a single site visit. Any additional visits requested by the Owner or Architect will constitute an additional service and shall be billed at an hourly rate of $140 per hour, two hours minimum.

   We propose a fixed fee for the final TAS inspection, in the amount of .....**$ 690.00**

   Total for all proposed services.....$ 1,930.00

ACCESS by DESIGN
ACCESSIBILITY CONSULTANTS

Reimbursable Expenses

Access by Design will require reimbursement for out-of-pocket expenses as indicated below.

TDLR Project Registration Filing Fee*	$ 175.00
Travel	$ 360.00

**Note: Payment of TDLR filing fees is due prior to our office registering the project. Access by Design will not collect TDLR filing fees if the project is registered prior to receipt in our office.*

TOTAL FEE $2465 HES

Schedule

- The building assessment will be performed and the report furnished to the Architect within 30 days of receipt of a signed agreement and notice to proceed.
- The TAS plan review will be performed and the report furnished to the Architect and Owner within 30 days of the submittal of construction documents and a completed Project Registration Form.
- The TAS site inspection will be performed and the report furnished to the Architect and Owner within 30 days of receipt of a completed Request for Inspection Form and applicable inspection and travel fees, provided that project construction is complete.

Assumptions and Exclusions

- Pursuant to TDLR AB Administrative Rules, 16 Texas Administrative Code, Chapter 68, Section 68.50(c), plan review fees are due when construction documents are submitted for review. Plan review services will not be provided until plan review fees are paid in full.
- Pursuant to TDLR AB Administrative Rules, 16 Texas Administrative Code, Chapter 68, Section 68.52(a), a completed Request for Inspection Form and applicable inspection and travel fees are due prior to the inspection being performed.
- Access by Design shall have the right to rely on the accuracy, thoroughness and completeness of all information provided by the Architect, the Owner, or the Owner's representative(s) during all phases of this project.
- Access by Design does not assert that the proposed plan review and inspection services satisfy or replace reviews and inspections required by city building departments and local code authorities.
- Access by Design will review for compliance with only those accessibility codes and standards stated above.
- In the event that we jointly agree that additional consulting services are required, this would constitute an additional expense.
- ~~Access by Design liability shall be limited to the fees earned.~~ HES

If this Proposal meets with your approval, please indicate by signing below and returning one copy to me.

Sincerely,

Kimberly J. Goss

ACCESS by DESIGN
ACCESSIBILITY CONSULTANTS

President

ACKNOWLEDGED AND APPROVED BY:

Signature	Date
Name / Title	
Company	

M-E Engineers, Inc.
10055 west 43rd avenue / wheat ridge / co 80033
t 303.421.6655 / f 303.421.0331
www.me-engineers.com

Exhibit N

July 15, 2015

Hal Sargent
Brinkley Sargent Architects
5000 Quorum, Suite 600
Dallas, TX 75254

RE: City of Lubbock, TX – Emergency Operations Center (EOC)
Engineering Services Proposal
Technology Systems

Dear Hal,

We would like to thank you for the opportunity to prepare a proposal for technology systems design services for the City of Waxahachie Police Building project.

We propose the following services for your consideration:

I. SCOPE AND DESCRIPTION:

A. Project Description:

The project is a new building to be constructed for the City of Lubbock and will have a total construction budget of approximately $5 million. The facility is a total of 13,000 SF and will be located adjacent to the existing Fire Administration building. The project will be designed to ICC 500-2014. This proposal is based on the information received in your July 7, 2015 email.

B. Scope of Work

The technology systems scope shall include the following work:

1. Communications Infrastructure:

   a) Planning and layout design of communications rooms including Telecommunications Service Entrance Facility (TEF), Main Communications Room (MC/MDF), and Intermediate Communication Distribution Rooms (IC/IDFs).

   b) MEP Support Systems: Assist in coordinating environmental air requirements, electrical distribution requirements, and fire suppression systems for communication rooms. Additionally, assist in coordinating power receptacle at communication device locations.

   c) Raceway Infrastructure: Design and specification of communications systems backbone and horizontal raceway infrastructure. Components include sleeves, conduit, back-boxes, junction boxes, enclosures, ladder rack, cable tray, and j-hooks.

d) Telecommunications Ground System: Design and specification of a dedicated telecommunications grounding system including ground bus, bonding backbone cable and supporting raceways.

e) Building Backbone Communications Infrastructure: Design and specification of backbone infrastructure including cable and terminations. Infrastructure typically consists of multi-mode and single-mode fiber optic media, and Category 3 copper media routed between the main communications room and intermediate communications rooms/closets.

f) Building Horizontal Communications Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of Category 5E, Category 6, and/or Category 6A UTP copper media.

g) Building Horizontal CATV Infrastructure: Design and specification of horizontal infrastructure including cable and terminations. Infrastructure typically consists of RG-6 or RG-11 coax media.

h) Communications Hardware: Design and specification of passive hardware components such as equipment cabinets / racks, plywood backboard, cable managers, patch cord managers, d-rings, etc. within communications rooms

i) Outside Plant Communications Backbone Infrastructure: Design, specifications, and coordination of any outside plant (OSP) infrastructure for site requirements, adjacent buildings, and/or campus arrangements. Infrastructure typically includes raceway, manholes, hand-holes, pull-boxes, Category 3 cables, multi-mode and/or single-mode fiber optic cables, terminals, copper protectors, etc. Actual documentation can either be coordinated with Civil Engineer and/or shown by ME Engineers, Inc.

j) Service Provider Utilities: Design, specification, and coordination of service provider raceway infrastructure from property line to demarcation point within building. Please note that all cable and associated terminations shall be specified and provided by the Telecommunications Service Provider. Actual documentation can either be coordinated with Civil Engineer or shown by ME Engineers, Inc.

k) Distributed Antenna System: Produce performance based specification for cellular and 2-way radio distributed antenna system (DAS) to repeat and amplify wireless signals within building. Performance specification will be issued as part of a base building RFP to obtain bids and award the DAS technical RF design and install to a wireless manufacturer and/or provider. All raceway and MEP requirements will be coordinated with the selected wireless vendor. Additionally, final DAS design (including cable routing, placement of antennas and other equipment, etc.) will be coordinated with selected vendor to ensure final design is fully properly integrated into the building design and function.

2. <u>Audio Video Systems</u>

a) Infrastructure: Design and specification of AV system infrastructure including conduit, floor box and poke-thru devices, junction boxes, enclosures, specialized back boxes and device detail drawings.

b) Hardware: Design and specification of audio video systems required hardware components including equipment cabinets and racks, projector and video flat panel mounts, motorized lifts, loudspeaker supports, etc.

c) Head-end Equipment: Specifications, equipment lists, equipment layouts on plan drawings, system one-line flow diagrams for audio, video and control systems showing their interconnectivity. Equipment shall include video conferencing (if required), audio and video amplification and distribution equipment, digital signal processors (DSP), ATSC tuners, CODECs, video scalars, signal converters, audio and video source equipment, control system CPUs, touch panel controllers, program and ceiling loudspeakers, assistive listening system (per ADA), projection screens and HD projectors, professional video flat panel displays, AC power sequencers, etc.

3. Security System:

a) Electronic Access Control System: Design of employee access control components including head-end monitoring equipment, system controllers, card readers, keypads, remote door release buttons, request-to-exit functions, and ADA door operator button interfaces. This design includes coordination with door hardware designer to ensure proper system interface, control, and power is provided based on each door hardware and/or lock type.

b) Intrusion Detection System: Design of intrusion detection components including head -end monitoring equipment, system controllers, door status monitors, motion sensors, duress buttons, and glass break sensors.

c) Video Surveillance System (CCTV): Design of video surveillance system components including video cameras, video directory servers, network video recorders and/or storage devices, multiplexers / switchers, video monitors, camera controllers, and computer workstations.

d) Central Monitoring Station: Design of a central security monitoring station including computer workstations, video displays, event call-up video displays, multiplexers, video matrixes, and camera controller joystick / keypads.

~~4. Acoustical Design:~~ HES

~~a) HVAC System Noise and Vibration Control: Provide design guidelines, details, and specifications for noise and vibration control measures. This includes review of all wall, ceiling, and floor types relative to the building HVAC system. Up to two acoustical analyses will be performed for each area within the building.~~ HES

C. Scope of Services:

Provide technology systems engineering services including the design of communications infrastructure, audio visual, and security systems. The design process will ensure the system

meets the Owner's requirements and complies with Building Industry Consulting Services International (BiCSi) and EIA/TIA standards. A BiCSi Registered Communications Distribution Designer (RCDD) will supervise the design.

Audio Video Systems will be designed with the Owner's requirements at the forefront while implementing industry best practice design criteria as a basis of design. Where similar spaces exist, i.e. duplicates, it will be assumed that the same design will be used of each space. A licensed professional electrical engineer (PE) will supervise the AV design.

The following services have been included in our scope of work:

1. Project Meetings: ME to attend (2-3) project meetings in Waxahachie, TX and/or Dallas during the design phase with the Owner, Architect and Contractor.

2. Design Development:
   a) Review and meet with Owner and Architect.
   b) Initiate coordination of system requirements with Architect and other project team members.
   c) Prepare drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
   d) Prepare specifications of systems.
   e) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.

3. Construction Documents:
   a) Finalize coordination of system requirements with Architect and other project team members.
   b) Finalize drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
   c) Finalize specifications of systems.
   d) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements.

4. Bidding and Negotiation:
   a) Make recommendations to the Client and Owner regarding the bids or proposal received.
   b) Answer questions referred by the Client and assist in the preparation of addenda deemed necessary by the Client.

5. Construction Administration:
   a) Review product data submittals.
   b) Review shop drawings.
   c) Answer questions during construction phase.
   d) Provide (1) intermediate site observations with written report at relevant stage of construction.
   e) Provide (1) final site observation upon construction completion including punch with final observation or punch-list report.

II. EXCLUSIONS:

The following services are excluded or subject to an additional fee:

A. Telephone System: Design, specification, coordination, documentation, and commissioning of any telephone system equipment.

B. Data Network Equipment: Design, specification, coordination, documentation, and commissioning of any data network equipment.

C. Specialty Audio/Video: Design, specification, coordination, documentation, and commissioning of any remote arraignment, hardware based event recording, digital signage / wayfinding or broadcast systems.

D. Specialty Acoustics: Design, specification, coordination, documentation, and commissioning of any room acoustics design (for courtrooms, etc.) or interior sound insulation design (courtrooms and ancillary areas).

E. Project Meetings: Provisions for attendance at weekly project meetings during construction phase.

F. On-Site Engineer: Provisions required for a full-time on-site engineer.

G. Installation: Materials, installation, and testing of any system components.

H. CAD Standards: Provisions for standards or layering strategy other than ME Engineers, Inc. standards.

I. Commissioning: Provisions for commissioning and certification of any system.

J. Other: Design, specification, coordination, documentation, and commissioning of any other low voltage special systems not mentioned above i.e. Building Management System, etc. This includes all raceway infrastructure, cable, terminals, and other associated equipment, etc.

III. FEE PROPOSAL:

A. Services Fee: ~~$60,000~~ $48,000 HS

Lump sum amount of ~~$60,000~~ plus reimbursable expenses as noted in Section IV. - Terms and Conditions.

The fee break-out is as follows:

- Communications Infrastructure:..... $ 15,000
- Security System:..... $ 15,000
- Audio / Visual System: ..... $ 18,000
- ~~Acoustical Design (HVAC):..... $ 12,000~~ HS

B. Additional Services:

Any additional services not included with this proposal and/or items specifically excluded will be compensated on a time basis at our prevailing hourly rate or an agreed upon fixed amount. All additional work requested shall be authorized in writing prior to initiation and completion.

IV. TERMS AND CONDITIONS:

A. Reimbursable Expenses:

Reimbursable expenses will be billed monthly at cost ~~plus 10%~~ for the following: Long-distance telephone calls; travel costs in connection with the project, including transportation and subsistence; messenger service; express mail; printing costs except for the normal exchange during project.

B. Schedule and Continuity:

Fees are based on the assumption that the project will run without interruption and is scheduled for completion on or before the currently scheduled date. If there are extended delays beyond our control, we would expect to negotiate with you for an equitable adjustment of our compensation.

C. Contract Execution:

The Client may execute an AIA standard contract with ME Engineers, Inc., upon acceptance of this proposal. This proposal, along with any other approved letters outlining our scope of work, will be an appendix to the contract. All contracts shall be subject to review by ME Engineers' legal representative prior to contractual binding of services and fees.

D. Approval:

We must receive a signed copy of this proposal prior to performing substantial work.

E. Additional Terms and Conditions:

Refer to attached document Exhibit-A for additional requirements.

Please sign this letter and return a copy to us for our files. We are looking forward to working with you on this exciting project. In the event you have any questions or require any additional information, please contact me.

Sincerely,

ME Engineers, Inc.
Denver Office

Kevin Devore, RCDD
Principal
Technology Design Group

Approved and accepted this _____ day of _____, 2015

Organization:_____

By:_____Title:_____

Cc: Chris Jones-ME/Denver
Mike Hart-ME/Denver
Drew Shivley-ME/Dallas
Greg Read-BSW

EXHIBIT A

M-E ENGINEERS' TERMS AND CONDITIONS

The following Terms and Conditions and the initials required below are a part of this Agreement.

M-E Engineers, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site:
Unless otherwise stated, M-E Engineers will have access to the site for activities necessary for the performance of the services. M-E Engineers will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:
~~Any claims or disputes made during design, construction or post-construction between the Client and M-E Engineers shall be submitted to non-binding mediation. Client and M-E Engineers agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.~~

Billing/Payments:
Invoices for M-E Engineer's services shall be submitted, at M-E Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 10 days after the client receives payment. If the invoice is not paid within 60 days, M-E Engineers may, ~~without waiving any claim or right against the Client, and without liability whatsoever to the Client,~~ terminate the performance of the service.

Late Payments:
Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of ~~1.5% (or~~ the legal rate) on the then unpaid balance. ~~In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.~~

Indemnification:
~~The Client shall, to the fullest extent permitted by law, indemnify and hold harmless M-E Engineers, his or her officers, directors, employees, agents and subconsultants from and against all~~ damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties ~~above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of M-E Engineers.~~

Certifications:
Guarantees and Warranties: M-E Engineers shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence M-E Engineers cannot ascertain.

Limitation of Liability:
~~In recognition of the relative risks, rewards and benefits of the project to both the Client and M-E Engineers, the risks have been allocated such that~~ the Client agrees that, to the fullest extent permitted by law, M-E Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed $1,000,000. Such causes include, but are not limited to, M-E Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.
~~Initial here: _____ (M-E Engineers, Inc.) _____ (BSW).~~

Verification of Existing Conditions Clause:
Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, (the Client) agrees that, except for the sole negligence on the part of M-E Engineers, Inc., (the Client) agrees to indemnify and hold M-E Engineers, Inc. harmless from any claims, liability or cost (including the costs of defense) arising or allegedly arising out of the professional services provided under this agreement.

Termination of Services:
This agreement may be terminated by the Client or M-E Engineers should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay M-E Engineers for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:
~~All documents produced by M-E Engineers under this agreement shall remain the property of M-E Engineers and may not be used by the Client for any other endeavor without the written consent of M-E Engineers.~~

MEP CONSULTANTS
HCE HENDRIX CONSULTING ENGINEERS
COMMISSIONING • FIELD INVESTIGATIONS

115 East Main Street Round Rock, Texas 78664

PH: (512) 218-0060 FAX: (512) 218-0077

Exhibit
P

April 22, 2015

BRINKLEY SARGENT WIGINTON ARCHITECTS
5000 Quorum, Suite 600
Dallas, TX 75254

Attn: Tony Jeffry

Re: Lubbock EOC - Commissioning

Per your request the following proposal was prepared for commissioning of the HVAC system for the project. Building is approximately 13,200 sq. ft. with an approximate budget of ~~$1.3~~ million. Listed below is the scope of work to be provided for commissioning of the HVAC system and Building Envelope.

a. Provide commissioning specification for project manual. This is in addition to project engineer specifications.

b. Verify domestic water circulating pumps are operating.

c. Check calibration of space temperature DDC sensors against actual space temperature and temperature indication on DDC control system. Check all sensors.

d. Check heating and cooling sequences for main HVAC Equipment.

e. Spot check interior of main supply and main return ductwork at various locations at duct access doors in ductwork to insure free of construction debris and check if system is being kept clean.

f. Check operation of exhaust fans to insure operating per specified sequence.

g. Spot check balancing report for supply air grilles once balancing report received. Field measure approximately 50% of grilles (minimum).

h. Review design documents during Design Development Phase and Construction Document Phase.

i. Attend one of the owner start-up/training sessions of the mechanical system.

j. Coordinate with Architect, Project Engineer and Contractors on problems that arise during commissioning process.

k. Provide periodic site observations during Construction Phase. (This is in addition to the Project Engineer's site visits.) (Estimating 5 trips maximum)

l. Provide periodic site observations of Building Envelope to include: exterior drain plane, window flashing, and base flashing.

m. Provide commissioning report for each site visit.

It is expected that Mechanical Contractor and Control Contractor shall be available for assistance as required during commissioning phase. Ladders and lifts are to be provided by General Contractor as needed.

For these services we propose a lump sum fee of:	$17,000
*Estimated Reimbursable Expense of:	$4,500
Total including Reimbursables:	$21,500

Additional requested services and required retesting shall be billed at the following hourly rate:

ENGINEERING SERVICES	RATE
PRINCIPAL	$200.00
SR. ENGINEER	$180.00
ENGINEER	$150.00
PROJECT MANAGER	$150.00
SR. DESIGNER	$120.00
COMPUTER AIDED DESIGNER	$ 80.00
DESIGNER I	$ 75.00
ADMINISTRATIVE/CLERICAL	$ 65.00

All expenses such as long distance telephone calls, travel mileage (@$.55/mile), delivery charges, printing costs, etc., will be billed as reimbursable expenses ~~with a 1.100 multiplier.~~ HES

Payments are due 30 days from invoice date or when Architect receives payment. Late payments will bear interest at the rate of ~~1-1/2% per month, or~~ the highest allowed by law. HES

The terms of this proposal are subject to change if not accepted within 30 days.

The Engineer shall not have control or charge of, and shall not be responsible for, construction means, methods, field coordination, techniques, sequences or procedures, for safety precautions and programs in connection with the work, for the acts or omissions of the Contractor, Subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the Contract Documents.

If this proposal is acceptable with you, we ask you to help us in complying with our Professional Liability Company's request to have signed contracts on all projects by signing and returning this proposal to us in a prompt manner.

Your business is appreciated.

Brinkley Sargent Wiginton Architects

BY: _____

HCE

BY: BJ Hendrix

BJH/gb

Exhibit
Q

July 17, 2015
Proposal No. 150717-01

WHJ Architects
Attn.: Mr. Tony Jeffry, AIA
500 North Central Expressway, Suite 300
Plano, TX 75074

Re.: Proposal for a Geotechnical Investigation
Lubbock EOC Facility
Lubbock, TX

Dear Mr. Jeffry,

INTRODUCTION

Terra Testing, LLC (Terra) is pleased to submit this revised proposal to perform a geotechnical investigation for the above-referenced project. This proposal was requested by Mr. Tony Jeffry, AIA, WHJ Architects (WHJ) in a email dated July 15, 2015, which was sent to Terra. In Mr. Jeffry's email request, WHJ provided a site plan with boring locations to Terra to prepare this proposal.

We understand that a new building for Lubbock EOC Facility, Martin Luther Kind Blvd and East Ursuline Street, Lubbock, Texas is planned. WHJ did not provide any anticipated load for the columns nor did they indicate the preferred foundation system.

The purposes of this study are to explore the subsurface conditions, determine the classification and mechanical properties of these soils, perform geotechnical analyses, and to prepare a report presenting the data obtained along with geotechnical engineering recommendations for the design and construction of foundations and pavements.

FIELD INVESTIGATION

According to the Texas Geologic Atlas, the site is underlain by the subsurface materials of the Blackwater Draw Geological formation and Quaternary Playa Deposits. The subsurface materials of the Blackwater Draw Geological formation consist of calcareous sands with caliche nodules, while the subsurface materials of the Quaternary Playa deposits consist of clays and silts.

The subsurface materials of the two aforementioned geological formations are relatively shallow and are underlain by the subsurface materials of the Ogallala Geological Formation, which consist of sands, silts, clays, and gravels that are capped by caliche. Large quantities of groundwater flow through the subsurface materials of the Ogallala Geological formation.

As requested by WHJ, we will explore the subsurface conditions at the subject site by drilling and sampling a total of three (3) borings, which will be drilled to a depth of about 30 feet below existing grade (BEG) for the proposed structure. All the proposed boring will be drilled at locations shown on the site plan prepared by WHJ.

The borings will be advanced with a truck-mounted drilling rig. Undisturbed cohesive soil samples will be obtained using 3-inch diameter, thin-walled tube samplers pushed into the soil. Non-cohesive soil samples will be obtained using split-barrel samplers in conjunction with the standard penetration test. If encountered, bedrock will be evaluated in-situ using Texas Department of Transportation cone penetration (TCP) tests.

Upon the completion of the drilling operations, the borings will be backfilled and plugged at the surface with soil cuttings.

LABORATORY INVESTIGATION

The engineering properties of the soils and rock will be evaluated in the laboratory using tests performed on selected representative samples. The samples will be visually examined and classified. Representative samples will be selected for classification, strength, and swell or compressibility testing. Considering the nature of the project and the anticipated subsurface materials, we recommend the following tests be performed for the three (3) borings:

a. Moisture Content, ASTM D 2216 (30 tests);
b. Atterberg Limits. ASTM D4318 (10 tests);
c. Percent passing the No. 200 sieve, ASTM D 1140 (10 tests);
d. Unified Soil Classification, ASTM D 2487 (30 tests);

TERRA

ENGINEERING SERVICES

The field and laboratory data will be analyzed to develop geotechnical recommendations for the design and construction of foundations, floor, and pavement structures for the proposed project. The geotechnical engineering report will address the following:

1. Plan of borings, boring logs, and groundwater level observations;
2. Laboratory test results;
3. General soil and groundwater conditions at the boring locations;
4. Geotechnical recommendations for the design and construction of the appropriate foundations for this site;
5. Geotechnical recommendations for the design and construction of ground-supported, concrete floors; and
6. Earthwork recommendations.

An electronic draft report in PDF format will initially be submitted to our client and to the members of the project team for their review and comments. Once all the comments have been reviewed, discussed, and satisfactorily addressed, our report will be finalized and issued in PDF format along with 4 hard copies.

COST ESTIMATE AND ANTICIPATED SCHEDULE

Based on the scope of work outlined herein, we propose to perform the geotechnical investigation for a lump sum fee of $4,995.00. This fee includes two hours of consultation by a senior engineer after the final report has been issued. Additional consulting can be provided at an hourly rate of $250.00. If unanticipated conditions are encountered, we will notify you and wait for your instructions. This cost will not be exceeded without your prior authorization.

We can begin work on the project 2 to 3 days after we receive the written notice to proceed (NTP) and the authorization of this proposal by sending us a signed copy of your contract signed by an authorized person. By state law, we have to give two business days notice to the operators of underground utility lines through Texas811/Lonestar Notification center to locate and mark their underground utility lines so that the borings can be located and established in the field to avoid these lines. The City of Lubbock water, stormwater, and sanitary sewer line are marked by city personnel and can take extra time. Because all the aforementioned lines are marked up to the property boundary, the internal distribution lines have to be located and marked by the property owner's personnel who are familiar with the locations of these lines.

The fieldwork should take about two days to complete with favorable weather conditions. The laboratory testing and preparation of the engineering report will require an additional 3 to 4 weeks to complete. We will make preliminary geotechnical information available earlier, if requested.

TERMS AND CONDITIONS

Our services will be performed in accordance with the attached ***Terms and Conditions for Professional Services***. To indicate acceptance of our proposal, please prepare two copies of the contract, sign them, and send them to us for our signature along with a written notice-to-proceed, which shows the required start date. We will return a signed copy for your files.

Title 10, Subtitle F, Chapter 2254 of the Texas Government Code prohibits a governmental agency and its agents from selecting a provider of professional services on the basis of competitive bids. Therefore, Terra has assumed that Terra has been selected to provide these services on the basis of our qualifications and will not be violating state law by providing this priced proposal.

We thank you for the opportunity to submit this proposal and we look forward to working with you on this exciting project. Please feel free to contact me at 806-777-0786 or at Ajit.Govindan@Terra-eng.com if you have any questions or need additional information.

Sincerely,

Terra Testing, LLC

Ajit "AJ" Govindan, Ph.D.
President

cc: File

150717_Lubbock_EOC_Facility.docx

TERRA

TERMS & CONDITIONS FOR TECHNICAL SERVICES

1. Parties to This Agreement
CLIENT as used herein is the entity who authorizes performance of services by Terra Testing, LLC, (TERRA) under the conditions stated herein. TERRA as used herein includes, Terra Testing, LLC, its employees and officers, and its subcontractors and subconsultants (including affiliated corporations).

2. On-site Responsibilities and Risks
   2.1 Right-of-Entry. Unless otherwise agreed, CLIENT will furnish unfettered rights-of-entry and obtain permits as required for TERRA to perform the fieldwork.
   2.2 Damage to Property. TERRA will take reasonable precautions to reduce damage to land and other property caused by TERRA's operations. However, CLIENT understands that damage may occur and TERRA's fee does not include the cost of repairing such damage. If CLIENT desires TERRA to repair and/or pay for damages, TERRA will undertake the repairs and add the pre-agreed cost to TERRA's fee.
   2.3 Toxic and Hazardous Materials. CLIENT will provide TERRA with all information within CLIENT's possession or knowledge as to the potential occurrence of toxic or hazardous materials, or Biological Pollutants (as defined in 9. below) at the site being investigated. If unanticipated toxic or hazardous materials or biological pollutants are encountered, TERRA reserves the right to demobilize TERRA's field operations at CLIENT's expense. Remobilization will proceed following consultation with TERRA's safety coordinator and CLIENT's acceptance of proposed safety measures and fee adjustments.
   2.4 Utilities and Pipelines. While performing TERRA's field work, TERRA will take reasonable precautions to avoid damage to subterranean and sub aqueous structures, pipelines, and utilities. CLIENT agrees to ~~defend~~, indemnify, and hold TERRA harmless for any damages to such structures, pipelines, and utilities that are not called to TERRA's attention and/or correctly shown on plans furnished to Terra.
   2.5 Site Safety. TERRA is not responsible for the job site safety of others, nor does TERRA have stop-work authority over work by others. However, TERRA will conduct its work in a safe, workman-like manner, and will observe the work-site safety requirements of CLIENT that have been communicated to TERRA in writing.

3. Standard of Care
   3.1 TERRA will perform its services consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same location.
   3.2 CLIENT acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that TERRA's data, interpretations, and recommendations are based solely on the information available to TERRA, and TERRA is not responsible for the interpretation by others of the information developed.

4. Limitation of Remedies
~~To the greatest extent permitted by law, CLIENT's sole remedy against TERRA for claims and liabilities in any way arising out of or directly or indirectly related to TERRA's work for CLIENT will not exceed the amount of TERRA's fee, regardless of the legal theory under which remedy is sought. In the event CLIENT does not wish to limit TERRA's remedy to this sum, and if CLIENT requests in writing prior to acceptance of this Agreement, TERRA agrees to negotiate a greater remedy amount in exchange for an increase in scope and fee appropriate to the project and remedy risks involved.~~

5. Invoices and Payment
At TERRA's discretion, invoices will be submitted at the completion of task elements, or monthly for services rendered.

Payment is due upon presentation of TERRA's invoice. Client shall pay TERRA earlier or no later than sixty (60) days from invoice date. CLIENT agrees to pay a financing charge of one percent (1.5%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts, and agrees to pay attorney's fees or other costs incurred in collecting any delinquent amount.

6. Data, Records, Work Product and Report(s), and Samples
Data, Records, Work Product and Report(s) are TERRA's property. All pertinent records relating to TERRA's services shall be retained for a minimum of two (2) years after completion of the work. CLIENT shall have access to the records at all reasonable times during said period provided request is received in writing at least 48 hours in advance. TERRA will retain samples of soil and rock for a minimum of 30 days after submission of TERRA's report unless CLIENT advises TERRA otherwise. Upon CLIENT's written request, for an agreed charge TERRA will store or deliver the samples in accordance with CLIENT's instructions.

7. Indemnification
TERRA and CLIENT shall indemnify each other from any claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, to the proportionate extent caused by each party's own negligence, including the negligence of the indemnifying party, and its employees, affiliated corporations, officers, and sub-tier parties in connection with the project.

8. Consequential Damages
CLIENT and TERRA each agree that neither of them will be liable to the other for any consequential damages incurred by either due to the fault of the other, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

9. Biological Pollutants

TERRA's scope of work does not include the investigation, detection, or design related to the presence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms. CLIENT agrees that TERRA will have no liability for any claim regarding bodily injury or property damage alleged, arising from, or caused directly or indirectly by the presence of or exposure to any Biological Pollutants. In addition, CLIENT will ~~defend,~~ HES indemnify, and hold harmless TERRA from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants. If CLIENT requests in writing prior to acceptance of this Agreement, TERRA will negotiate a greater limitation amount, and remove CLIENT's responsibilities, in exchange for an increase in fee to develop an expanded scope of work to provide biological pollutant protection.

10. Acceptance of Agreement

These GENERAL CONDITIONS have been established in large measure to allocate certain risks between CLIENT and TERRA. TERRA will not initiate service without formal agreement on the terms and conditions set forth in these GENERAL CONDITIONS. Acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of these GENERAL CONDITIONS. Furthermore, all preprinted terms and conditions on CLIENT's purchase order or purchase order acknowledgment forms are inapplicable to these GENERAL CONDITIONS and TERRA's involvement in CLIENT's project.

11. Termination of Contract

CLIENT and TERRA may terminate services at any time upon ten (10) days written notice. In the event of termination, CLIENT agrees to fully compensate TERRA for services performed including reimbursable expenses to the termination date, as well as demobilization expenses. TERRA will terminate services without waiving any claims or incurring any liability.

Consultant:	**Terra Testing, LLC**	**Client:**	**WHJ Architects**
By:	**Date: 07/16/15**	**By:**	**Date:**
Name/Title:	**Ajit "A.J" Govindan, Ph.D./President**	**Name/Title:**	**Tony Jeffry, AIA, Senior Vice President**
Address:	**5208 Marsha Sharp Freeway**	**Address:**	**500 North Central Expressway, Suite 300**
	Lubbock, TX 79407		**Dallas, TX 75074**
Phone:	**806-793-4767** **Fax: 806-793-4768**	**Phone:**	**972-665-0657** **Fax: 972-665-0656**
Email:	**ajit.govindan@terra-eng.com**	**Email:**	**jeffryt@whjarch.com**

EXHIBIT R

OJD Engineering
The Benchmark

August 12, 2015

Anthony Jeffry, AIA
WHJ Architects
500 North Central Expressway, Suite 300
Plano, TX 79074
(972) 665-0657

Re: Lubbock EOC Landscape Design Services

Dear Mr. Jeffry:

The proposed total cost for the referenced project is as follows:

1. **Task 1- Landscape Design Services:**

   1.1. Provide landscape design including a planting plan, irrigation plan, specifications and any meetings with the city required for approval.

Total: $1,500

The above costs do not include City of Lubbock review fees, pro-rata or adjacent main fees or any other fees payable to the City of Lubbock or other agency for review or approval of the above referenced project. Any work beyond the scope of work shall be negotiated under another agreement based on the attached standard fee schedule. Please call if you have any questions concerning this proposal.

Sincerely,

Ben Lewis, P.E.
OJD Engineering, LP
Engineering Firm #4393
Surveying Firm #10193983

Accepted: _____ Date: _____

City of Lubbock
Capital Project
Project Cost Detail
September 10, 2015

Capital Project Number:	92366
Capital Project Name:	Emergency Operations Center

	Budget
Encumbered/Expended	
	$ -
Agenda Item September 10, 2015	
Brinkley, Sargent, Wiginton (BSW) Contract 12496	537,881
Encumbered/Expended To Date	537,881
Estimated Cost for Remaining Appropriation	
Uncommitted	120,919
Remaining Appropriation	120,919
Total Appropriation to Date	$ 658,800

Managing Department **Fire Administration**

Project Manager **Wesley Everett**

Project Classification **Replacement Facility**

Project Status **Approved**

Project Scope
The project includes the construction of a new Emergency Operations Center (EOC).

Project Justification
The Emergency Operations Center (EOC) must be of sufficient size and construction (hardened) to accommodate a full and sustained activation of the City's Emergency Management Program during catastrophic events. The EOC is located in the basement of the Lubbock Police Department and consists of a single room that is approximately 950 square feet in size and has 26 work stations. The EOC is the same size and has about the same seating capacity as it had during the full activation required after the May 1970 tornado when the City's population was approximately 143,000. A report written by then Fire Chief W. Herschel Sharp after the full activation required by the May 11, 1970 tornado described the EOC as being of "very minimum design with the capacity to seat 24 people".

A full and sustained activation for a catastrophic event today would require sufficient size, layout and technology to accommodate approximately 100 people. Minimal EOC staffing would require sufficient space for approximately 45 people. The technological requirements of today's EOCs warrant a substantial investment above and beyond the actual construction costs.

The EOCs we have visited (Amarillo and San Antonio) have separate rooms for radio communications, policy group, planning section, Geographic Information Systems (GIS), as well as additional meeting/work rooms, bathrooms, and some type of kitchen or break room. Both San Antonio and Amarillo also host their Regional Medical Operations Centers (RMOC) within their EOCs. The RMOC is the medical branch of the EOC. Currently the RMOC works out of the Lubbock Fire Marshall's conference and training rooms. Having the RMOC in a room close to the EOC would ensure effective coordination of this critical function.

Based on these requirements, there is no additional room within the Lubbock Police Department to expand the EOC at its current location and should the Lubbock Police Department relocate the EOC must be relocated as well.

Project History
Preliminary design and engineering work was completed in 2006 to remodel a portion of the basement in City Hall for a new EOC. This work expanded the basic floor plan of the current EOC but did not include rooms for the RMOC, policy group, or work/meeting rooms. It was also determined that this space was not hardened and therefore would not be a logical solution.

In addition to visiting the cities of San Antonio and Amarillo EOCs, we have had conversations with wind engineering experts at Texas Tech to try and determine whether Lubbock's EOC should be constructed below ground (as is the current EOC) or hardened above ground like San Antonio's or some combination of the two.
Work is currently under way to determine specific space requirements and placement for an EOC that will meet the City of Lubbock's needs for, at least, the next 25-30 years. Preliminary projections of space requirements and current logistics seem to support locating the EOC adjacent to the Lubbock Fire Administration/Training complex at 1515 E. Ursuline Street where we have sufficient space to situate a 10,000 –16,000 square foot facility either above or below ground.

$658,800 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

Appropriation Detail	Appropriation to Date	FY 2015-16	Unappropriated Planning Years FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Construction	0	6,070,000	0	0	0	0	0	6,070,000
Design and Engineering	658,800	0	0	0	0	0	0	658,800
Total Project Appropriation	658,800	6,070,000	0	0	0	0	0	6,728,800

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 2015 Tax Supported Revenue CO's	658,800	0	0	0	0	0	0	658,800
FY 2016 Tax Supported Revenue CO's	0	6,070,000	0	0	0	0	0	6,070,000
Total Funding Sources	658,800	6,070,000	0	0	0	0	0	6,728,800

Regular City Council Meeting **6. 28.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12418 with Tommy Klein Construction Company, for the Exterior Door Replacement at the Buddy Holly Center and St. Paul's Church., RFP 15-12418-MA.

Item Summary

This contract will replace nine exterior door systems at the Buddy Holly Center and one door system at the St. Paul's Church. Work will include all items relating to the door systems and adjacent areas. The new doors will be a synthetic material with the same profile as the existing doors. This synthetic material is designed for harsh environments such as weather related elements. The replacement door systems were submitted and approved by the Urban Board on June 17, 2015.

The following general contractors submitted proposals that were evaluated and ranked in relation to the published selection criteria: Price 60%, Contractor Qualifications 25%, Safety Record Questionnaire 5% and Construction Time 10%. The maximum point value is 100 points.

After the proposals were evaluated and discussed with committee members, the following ranking was obtained:

Contractor	Amount	Points
Tommy Klein Construction, Lubbock, TX	$292,926	97
Henthorn Commercial Construction, Lubbock, TX	311,620	84

Staff and Evaluation Committee recommends award to the most qualified proposer, Tommy Klein Construction Company, of Lubbock, Texas, for $292,926. Time for completion is 75 consecutive calendar days, and liquidated damages are $250 per calendar day.

Fiscal Impact

$338,380 is appropriated in Capital Improvement Project 92362, Buddy Holly Center Renovations Phase II, with $255,693 available for this purpose; and $950,000 is appropriated in Capital Improvement Project 92238, Facility Maintenance Fund, with $37,233 available for this purpose. The total cost of the contract is $292,926.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Contract - Tommy Klein Construction, Inc

Budget Detail

92238 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. 12418, for construction costs and services related to the Buddy Holly Center and the St. Paul's Church exterior door replacements as per RFP 15-12418-MA, by and between the City of Lubbock and Tommy Klein Construction, 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 this ____ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Resolution - Tommy Klein Construction 8.19.15
August 19, 2015

PROPOSAL SUBMITTAL FORM
BUDDY HOLLY CENTER AND ST. PAUL'S CHURCH
EXTERIOR DOOR REPLACEMENT
RFP 15-12418-MA

DATE: 08-11-2015

Proposal of Tommy Klein Construction, 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 Renovations of the **Buddy Holly Center and St. Paul's Church Exterior Door Replacement** having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the renovations of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to renovate the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

BASE PROPOSAL

ITEM NO.	DESCRIPTION	UNIT	MATERIALS	LABOR	TOTAL PRICE
1	Remove & Replace Exterior Door/Transom Systems, Doors 1, 2, 3, 4, 5 & 9 @ the Buddy Holly Center	LS	116,000	57,230	173,230
2	Remove & Replace Exterior Door/Transom System @ St. Paul's Church	LS	27,500	9,733	37,233

TOTAL PROPOSAL ITEMS #1 & #2: ($ 210,463)

DURATION

1. Number of days required for construction: TOTAL CALENDAR DAYS: 60

ADDITIVE ALTERNATES

ITEM NO.	DESCRIPTION	UNIT	MATERIALS	LABOR	TOTAL
1	Remove & Replace Exterior Door/Transom/Cargo Door Systems, Doors 6, 7 & 8 @ the Buddy Holly Center	LS	59,863	22,600	82,463

ALTERNATE DURATION

1. Number of days required for alternate construction: **TOTAL DAYS ALTERNATE:** 15

K.K Offeror's In

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 Sixty (60) CONSECUTIVE CALENDAR 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 (Two Hundred and Fifty Dollars) 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.

K.K. Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of 5% Dollars ($_____), 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: 08-11-2015

Karen Klein
Authorized Signature

Karen Klein
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

_____
Secretary

Offeror acknowledges receipt of the following addenda:

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

Tommy Klein Construction, Inc
Company
7312 Upland Avenue
Address
Lubbock, Lubbock
City, County
Texas, 79424
State Zip Code
Telephone: 806 - 438-3811
Fax: 806 - 797-2959
Email: kklein@tkleinconst.com
FEDERAL TAX ID or SOCIAL SECURITY No.
75-2798173

M/WBE Firm:

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

City of Lubbock, TX
Capital Project
Project Cost Detail
September 10, 2015

Capital Project Number:	92238
Capital Project Name:	Facility Maintenance Fund
Capital Project Number:	92362
Capital Project Name:	Buddy Holly Center Renovations Phase II

	92362 Budget	92238 Budget
Encumbered/Expended		
Agnew Architecture and Engineering Contract		$ 4,536
Armko Industries, Inc.		22,004
SLS Partnership	37,100	2,000
Minnix Commercial Partners		359,566
Police Academy Roof		50,000
Collier Construction		41,026
Stiles, Wallace & Associates Amendment-1		21,007
Silent Wings		1,561
Mahon Library Front Entrance		39,260
Buddy Holly Roof Repairs		99,095
Hodges Community Center		20,326
Anthony Mechanical		21,805
City of Lubbock staff time		2,399
Bid cost	170	387
Miscellaneous Repairs		5,713
Lydick-Hooks Roofing Company		118,085
Agenda Item September 10, 2015		
Tommy Klein Construction Contract 12418	255,693	37,233
Encumbered/Expended To Date	292,963	846,004
Estimated Costs for Remaining Appropriation		
Facility Maintenance	45,417	103,996
Remaining Appropriation	45,417	103,996
Total Appropriation	$ 338,380	$ 950,000

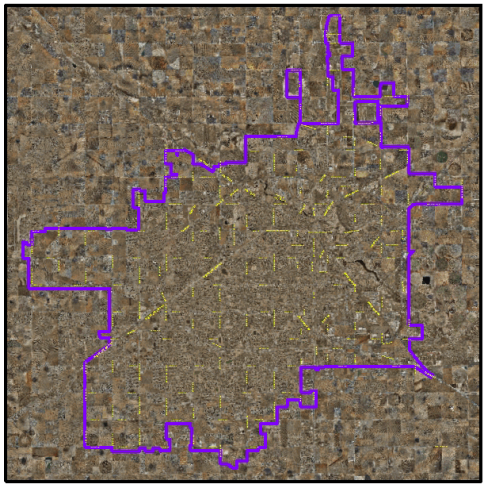
Project Name **Facility Maintenance Fund** *Project Number* **92238**

Managing Department **Facilities Management**

Project Manager **Wesley Everett**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Major renovation and repair of City facilities. City facilities will be addressed/evaluated on an as needed basis. The project includes all City facilities.

FY 2013-14 funding was utilized for City Hall basement repairs, Silent Wings Museum waterproofing, Burgess Tennis Center reroof, and Mahon Library Fire Alarm system.
FY 2014-15 funding is for the renovations of Silent Wings Museum which includes the fire alarm system, new sprinkler heads, overall renovations of the museum including new paint, carpet, etc.

Project Justification

Many City facilities require repair and renovation due to age and deterioration. The project will fund improvements on a priority basis as identified in the Facilities Maintenance Plan.

Project History

$500,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$250,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
$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
Construction	922,000	200,000	127,000	0	0	0	0	1,249,000
Construction Management Support	3,000	2,000	0	0	0	0	0	5,000
Design and Engineering	25,000	14,000	0	0	0	0	0	39,000
Total Project Appropriation	950,000	216,000	127,000	0	0	0	0	1,293,000

			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 2011 General Fund Pay-As-You-Go	500,000	0	0	0	0	0	0	500,000
FY 2014 General Fund Pay-As-You-Go	250,000	0	0	0	0	0	0	250,000
FY 2015 General Fund Pay-As-You-Go	200,000	0	0	0	0	0	0	200,000
FY 2016 General Fund Pay-As-You-Go	0	216,000	0	0	0	0	0	216,000
FY 2017 General Fund Pay-As-You-Go	0	0	127,000	0	0	0	0	127,000
Total Funding Sources	950,000	216,000	127,000	0	0	0	0	1,293,000

Managing Department **Facilities Management**

Project Manager **George Lisenbe**

Project Classification **Infrastructure Improvements**

Project Status **Approved**

Project Scope

The project replaces approximately 600 yards of carpet originally installed in 2000 mainly in the Buddy Holly Gallery, administration offices, gift shop and theater. The existing deck will be replaced to conform with Texas Accessibility Standards (TAS) requirements. Sealing of the deck will also be included to withstand the harsh weather elements the deck is exposed to. The exterior doors on the original Depot structure will be replaced with pre-finished metal door having the same style and profile as the existing doors. The restroom will also be updated accordingly. The project will be phased over two years.

Project Justification

The Buddy Holly Center (BHC) was last renovated around 2000 when the City converted the former Depot building into the Center. One exception was to the Fine Arts Gallery (west portion of the center) which was renovated in 2011. Most of the 2000 era materials have outlived their useful life cycle and require replacement and updating.

Project History

The City obtained the Depot building and former restaurant around 1999. The facility was renovated to house the Buddy Holly Center around 2000.

$380,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

Reduced appropriation by $41,620 in FY 2014-15 Budget Amendment No. 13, Ord. No. 2015-O0051, June 11, 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	289,880	100,000	0	0	0	0	0	389,880
Construction Management Support	18,500	0	0	0	0	0	0	18,500
Design and Engineering	30,000	0	0	0	0	0	0	30,000
Total Project Appropriation	338,380	100,000	0	0	0	0	0	438,380

			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
Hotel/Motel Funds	338,380	100,000	0	0	0	0	0	438,380
Total Funding Sources	338,380	100,000	0	0	0	0	0	438,380

Regular City Council Meeting **6. 29.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Fire Services: Consider an amendment to contract 11776 between the City of Lubbock and South Plains College to provide for the use of Lubbock Fire Training Facilities to train students.

Item Summary

The Amendment clarifies certain duties and responsibilities of the City of Lubbock and South Plains College. The amendment defines the amount of Liability Insurance that must be maintained for the use of Fire Training Facilities by South Plains College.

Fiscal Impact

None.

Staff/Board Recommending

Mike Kemp, Fire Chief

Attachments

Resolution - Fire Dept & South Plains College

Amendment to Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to a Contract for Use of Fire Department Training Facilities by South Plains College, by and between the City of Lubbock and South Plains College, and related documents. Said Amendment to 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:

_____
Mike Kemp, Fire Chief

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Contract Amend.Fire Training Facilities-SPC
8.7.15

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

AMENDMENT TO CONTRACT

This Amendment to Contract ("Amendment") is entered into by the CITY OF LUBBOCK (referred to herein as "City"), and SOUTH PLAINS COLLEGE (referred to herein as "South Plains").

WITNESSETH:

WHEREAS, City and South Plains executed a License Agreement for Use of Fire Department Training Facilities by South Plains College (the "Contract") on the 27th day of February, 2014, in which City agreed to make certain fire training facilities available to South Plains; and

WHEREAS, City and South Plains desire to amend said Contract at this time, so as to clarify certain duties and responsibilities of the parties.

NOW THEREFORE, City and South Plains agree to amend the Contract as follows:

(1) Section IX(B)(6) is amended to read as follows:

"provide liability insurance coverage against claims for personal injury, death, or property damage occurring in connection with acts or omissions of its administrative personnel, faculty staff members, and students while participating in the Program at the City. The limits of such insurance shall not be less than $500,000.00 per occurrence for personal injury or death, and not less than $250,000.00 for each person pursuant to § 101.023 of the Texas Tort Claims Act. To the extent permitted by law, all insurance required under this Agreement will name the City of Lubbock, Texas as an additional interest. No such policy shall be subject to cancellation or reduction of coverage or other modifications except upon at least ninety (90) days written notice to the City.

South Plains shall deliver to City a waiver of subrogation in favor of the City of Lubbock, binding upon South Plains and its general liability carrier."

The parties hereto agree that all other terms, conditions, and provisions of the Contract shall remain unchanged and in full force and effect, and that to the extent of any conflict between the underlying Contract and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto execute this Amendment on the day and year of the last party signature as set forth below.

CITY OF LUBBOCK, TEXAS

By: _____
GLEN C. ROBERTSON, MAYOR

SOUTH PLAINS COLLEGE

By: Kelvin W Sharp
KELVIN W. SHARP, President

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mike Kemp, Fire Chief

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

Regular City Council Meeting **6. 30.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Citibus: Consider a resolution authorizing the City of Lubbock's Director of Fiscal Policy to execute a FY 2015 Federal Transit Administration (5307) Section 5307 Grant agreement 12515, to provide operating assistance, preventative maintenance, American with Disabilities Act (ADA) paratransit and planning assistance.

Item Summary

The FTA has allocated $2,628,117 in FY 2015 Section 5307 funds to the City of Lubbock/Citibus. This is the initial release of funding in the amount of 10/12th, or $1,971,088, of the total Section 5307 grant allocation. This is a routine grant that Citibus receives on an annual basis. The Lubbock Public Transit Advisory Board has approved the FTA Section 5307 grant and it has been incorporated into the FY 2015 budget, which has been previously approved by the City Council. The funds for this grant will be used for operating assistance for Job Access Reverse Commute (JARC) routes, preventative maintenance, non-fixed route ADA paratransit, planning, and miscellaneous capital including bus shelters and benches. FTA regulations require that all grants must be applied for and executed electronically. Therefore, Citibus would like to request that the Mayor allow the City of Lubbock's Executive Director of Budget or the Citibus General Manager, to execute this grant, once approved by the City Council.

Fiscal Impact

The $788,279 local match required for this grant has already been included in the FY 2015 Citibus budget. Acceptance of this grant will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Section 5307 Grant

Grant - Citibus FY 2015

RESOLUTION

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

THAT the Mayor of the City of Lubbock authorize and direct the City of Lubbock's Executive Director of Budget to execute for and on behalf of the Lubbock Public Transit Advisory Board and Citibus, the FY 2015 Section 5307 Grant, with the Federal Transit Administration, for Citibus operating assistance, preventative maintenance, and ADA paratransit and planning assistance, along with all related documents. Said grant is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
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

vw/ccdocs/RES Citibus- FY2015-Sec 5307 Grant
August 25, 2015

DOT FTA

U.S. Department of Transportation Federal Transit Administration

Application

Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Project ID:	TX-90-Y078-00
Budget Number:	1 - Budget Approved
Project Information:	FY 2015 5307 (Ops, Plan, PM, Capital)

Part 1: Recipient Information

Project Number:	TX-90-Y078-00
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

Union Information

Recipient ID:	1993
Union Name:	NONE
Address 1:	
Address 2:	
City:	, 00000 0000
Contact Name:	
Telephone:	( ) -
Facsimile:	( ) 0-0000
E-mail:	
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project	

Project Number:	TX-90-Y078-00
Project Description:	FY 2015 5307 (Ops, Plan, PM, Capital)
Recipient Type:	City
FTA Project Mgr:	Cheryle T x0568/Melissa F 817-978-0554
Recipient Contact:	Chris Mandrell - 806-712-2002
New/Amendment:	New
Amend Reason:	Initial Application
Fed Dom Asst. #:	20507
Sec. of Statute:	5307-2A
State Appl. ID:	None Specified
Start/End Date:	Aug. 01, 2015 - Dec. 31, 2015
Recvd. By State:	Jul. 31, 2015
EO 12372 Rev:	Not Applicable
Review Date:	None Specified
Planning Grant?:	NO
Program Date (STIP/UPWP/FTA Prm Plan) :	Feb. 11, 2015
Program Page:	None Specified
Application Type:	Electronic
Supp. Agreement?:	No
Debt. Delinq. Details:	

Cost:	$3,416,398
Adjustment Amt:	$0
Total Eligible Cost:	$3,416,398
Total FTA Amt:	$2,628,117
Total State Amt:	$0
Total Local Amt:	$788,281
Other Federal Amt:	$0
Special Cond Amt:	$0
Special Condition:	None Specified
S.C. Tgt. Date:	None Specified
S.C. Eff. Date:	None Specified
Est. Oblig Date:	None Specified
Pre-Award Authority?:	Yes
Fed. Debt Authority?:	No
Final Budget?:	No

Urbanized Areas

UZA ID	UZA Name
481350	LUBBOCK, TX

Congressional Districts

State ID	District Code	District Official
48	19	Randy Neugebauer

Project Details

7/23/2015 – This is the initial FY 2015 application for 10/12ths of the total FY 2015 apportionment. These funds will be used to provide preventive maintenance, non-fixed route ADA Para transit, miscellaneous capital (including bus shelters and benches within the existing ROW), and operating for JARC routes. The funds are from Citibus/City of Lubbock FY 2015 Section 5307 allocation.

Assistance Special Rule as part of MAP-21, City of Lubbock/Citibus can use up to 75% of the total apportionment for Operating Assistance. The total apportionment is $2,628,117 (10/12th's of the total apportionment for FY 2015) meaning Citibus can apply for up to $1,971,088 in Operating funds.

The $788,279 of Local Match will be provided by the City of Lubbock.

1% of the FY2015 5307 funds will be used on security and surveillance.

Earmarks

No information found.

Security

Yes – We will expend 1% or more of the 5307 funds in this grant application for security purposes. Please list security-related projects in the project budget and summarize them in the non-add scope code 991.

Part 3: Budget

Project Budget

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
117-00 OTHER CAPITAL ITEMS (BUS)	0	$2,353,117.00	$2,941,398.00
ACTIVITY			
11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	$262,812.00	$328,516.00
11.7A.00 PREVENTIVE MAINTENANCE	0	$2,090,305.00	$2,612,882.00
SCOPE			
646-00 JARC PROJECTS	0	$175,000.00	$350,000.00
ACTIVITY			
30.09.05 JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	$175,000.00	$350,000.00
SCOPE			
114-20 BUS: SUPPORT EQUIP AND FACILITIES	0	$100,000.00	$125,000.00
ACTIVITY			
11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	0	$100,000.00	$125,000.00
		Estimated Total Eligible Cost:	**$3,416,398.00**

Federal Share:	**$2,628,117.00**
Local Share:	**$788,281.00**

OTHER (Scopes and Activities not included in Project Budget Totals)

	Quantity	FTA Amount	Tot. Elig. Cost
SCOPE			
991-00 SECURITY EXPENDITURES	0	$26,281.00	$32,851.00
ACTIVITY			
11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	0	$26,281.00	$32,851.00

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

UZA ID	Accounting Classification	FPC	FY	SEC	Previously Approved	Amendment Amount	Total
481350	2015.25.90.91.2	00	2015	90	$0.00	$2,190,305.00	$2,190,305.00
481350	2015.25.90.91.2	03	2015	90	$0.00	$175,000.00	$175,000.00
481350	2015.25.90.91.2	08	2015	90	$0.00	$262,812.00	$262,812.00
					Total Previously Approved:		**$0.00**
						Total Amendment Amount:	**$2,628,117.00**
						Total from all Funding Sources:	**$2,628,117.00**

Alternative Fuel Codes

Extended Budget Descriptions

117-00	OTHER CAPITAL ITEMS (BUS)	0	$2,353,117.00	$2,941,398.00
Local Match provided by the City of Lubbock- $475,191				
11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	$262,812.00	$328,516.00
Non-fixed route complementary ADA paratransit services.				

Local Match provided by City of Lubbock - $65,703				
11.7A.00	PREVENTIVE MAINTENANCE	0	$2,090,305.00	$2,612,882.00
These funds will be used for preventative maintenance on all Citibus vehicles. Citibus has a total of 128 vehicles in its fleet and 126 of those will receive preventative maintenance funded by this ALI. Preventative maintenance funded by this ALI will occur from 2015 - 2016. Local Match provided by City of Lubbock - $522,576				
646-00	JARC PROJECTS	0	$175,000.00	$350,000.00
Local Match provided by City of Lubbock - $100,000				
30.09.05	JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	$175,000.00	$350,000.00

For the `MAINTENANCE` of Transportation services eligible under the JARC Program.

As Route 25, this service began in 2001, as a crosstown route that was anchored at one end by Citibus` Downtown Transfer Plaza and at the other end by the Convergys call center, near 34th Street and West Loop 289. It was modified in 2007 and is now two routes, allowing service to an expanded area.

Route 19 (`Wayland Plaza/South Plains Mall`) serves the following educational facilities:
- Bowie Elementary School
- Dupre Elementary School
- Wester Elementary School
- Lubbock High School
- Lubbock Christian University
- Texas Tech University

Significant areas of employment along Route 19 include:
- Convergys
- Covenant Health System (two locations)
- Lubbock Christian University
- South Plains Mall
- Texas Tech University

(Of these, Convergys, Covenant Health System, and Texas Tech University are listed by the Lubbock Economic Development Alliance as major local employers)

Additionally, passengers on Route 19 have access to affordable housing, primarily near 32nd Street and Genoa and north of South Plains Mall, medical services at the two locations of Covenant Health System and the related facilities in the medical district, and the Social Security office.

Route 34 (`34th Street/South Plains Mall`) serves the following educational facilities:
- Bean Elementary School
- Stewart Elementary School
- Williams Elementary School
- O.L. Slaton Middle School
- Hutchinson Middle School
- Wilson Middle School

- Byron Martin Advanced Technology Center
- Coronado High School

Significant areas of employment along Route 34 include:
- The entire 34th Street corridor
- South Plains Mall

Additionally, passengers on Route 34 have access to the LIFE/Run Independent Living Center and the City/County Health Department.

Service Summary
Citibus proposes to use JARC funding to provide fixed route service on these two routes Monday-Saturday, on headways ranging from 30 minutes to one hour; the specific headway time will be designed to coordinate with the remainder of the system.

The History
In the past, planning partners for this service included the Texas Department of Human Services, WomenÆs Protective Services, LMPO, Women`s Empowerment Program/Catholic Family Service, Inc. and the Texas Department of Transportation. All of these agencies have been involved with and supportive of Citibus` JARC program since our first program was funded; most of these agencies are currently involved in the local regional coordination efforts.

Beginning in April 2005, Citibus has been an active participant in the regional transportation coordination efforts for the South Plains region. As part of the formal process of developing a regional plan, the regional group identified unmet needs across the region. One significant unmet need was identified as Citibus operating assistance and the associated remediation strategy was stated as, `Utilize JARC funds to maximum extent possible to offset loss of Federal operating assistance, while maintaining current route structure.

The proposal, as outlined above, is vital in meeting the unmet need noted in the coordinated public transportation plan.

The Lubbock MPO went through a competitive process and it was awarded to City of Lubbock/Citibus in February 2011.

Local Match provided by City of Lubbock - $175,000

114-20	BUS: SUPPORT EQUIP AND FACILITIES	0	$100,000.00	$125,000.00

Local Match provided by City of Lubbock - $25,000

11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	0	$100,000.00	$125,000.00

Purchase miscellaneous support equipment for maintenance and administration facilities. This equipment will include computer replacement and miscellaneous shop equipment.

Local Match provided by City of Lubbock - $25,000

991-00	SECURITY EXPENDITURES	0	$26,281.00	$32,851.00

Local Match provided by City of Lubbock - $5,251

	ACQUIRE - MISC SUPPORT EQUIPMENT	0	$26,281.00	$32,851.00

These funds will be used to purchase security cameras for the bus parking, purchase new radios for buses, pay for the radio communication contract, fire and security alarm monitoring, replace potentially unsafe bus shelter concrete pads and other miscellaneous capital items used for safety and security.

Local Match provided by City of Lubbock - $6,570

Changes since the Prior Budget

No information found.

Part 4. Milestones

11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE 0 $262,812 $328,516

	Milestone Description	Est. Comp. Date
1.	Contract Complete	Dec. 31, 2015

11.7A.00 PREVENTIVE MAINTENANCE 0 $2,090,305 $2,612,882

	Milestone Description	Est. Comp. Date
1.	Contact Complete	Dec. 31, 2015

30.09.05 JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE 0 $175,000 $350,000

	Milestone Description	Est. Comp. Date
1.	Contract Complete	Dec. 31, 2015

11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT 0 $100,000 $125,000

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Jul. 15, 2015
2.	Contract Award	Aug. 15, 2015
3.	Contract Complete	Dec. 31, 2015

11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT 0 $26,281 $32,851

	Milestone Description	Est. Comp. Date
1.	RFP/IFB Issued	Jul. 15, 2015
2.	Contract Award	Aug. 15, 2015
3.	Contract Complete	Dec. 31, 2015

Part 5. Environmental Findings

300905 JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	$175,000	$350,000

Finding No. 1 - Class II(c)

C04 - Planning and Administrative Activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

114220 ACQUIRE - MISC SUPPORT EQUIPMENT	0	$100,000	$125,000

Finding No. 1 - Class II(c)

C07 - Acquisition, Maintenance of Vehicles / Equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

117C00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	$262,812	$328,516

Finding No. 1 - Class II(c)

C04 - Planning and Administrative Activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

117A00 PREVENTIVE MAINTENANCE	0	$2,090,305	$2,612,882

Finding No. 1 - Class II(c)

C07 - Acquisition, Maintenance of Vehicles / Equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

114220 ACQUIRE - MISC SUPPORT EQUIPMENT	0	$26,281	$32,851

Finding No. 1 - Class II(c)

C07 - Acquisition, Maintenance of Vehicles / Equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Part 6: Fleet Status

Fixed Route

		Before	Change	After
I.	**Active Fleet**			
	A. Peak Requirement	58	0	58
	B. Spares	11	0	11
	C. Total (A+B)	69	0	69
	D. Spare Ratio (B/A)	18.97%	0.00%	18.97%
II.	**Inactive Fleet**			
	A. Other	6	0	6
	B. Pending Disposal	2	0	2
	C. Total (A+B)	8	0	8
III.	**Total (I.C and II.C)**	77	0	77

Other

		Before	Change	After
I.	**Active Fleet**			
	A. Peak Requirement	0	0	0
	B. Spares	0	0	0
	C. Total (A+B)	0	0	0
	D. Spare Ratio (B/A)	0.00%	0.00%	0.00%
II.	**Inactive Fleet**			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	**Total (I.C and II.C)**	0	0	0

19 Total Support Vehicles:

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

Paratransit

		Before	Change	After
I.	**Active Fleet**			
	A. Peak Requirement	25	0	25
	B. Spares	7	0	7
	C. Total (A+B)	32	0	32
	D. Spare Ratio (B/A)	28.00%	0.00%	28.00%
II.	**Inactive Fleet**			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	**Total (I.C and II.C)**	32	0	32

Part 7. FTA Comments

Conditions of Award

Comment Title:	DOL Certification
Comment By:	Eldridge Onco
Date Created:	Aug. 17, 2015
Date Updated:	None Specified
Ref Section:	Unknown

Comment:	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated August 3, 2015, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Comments to DOL

Comment Title:	DOL Certification Statement
Comment By:	Melissa Foreman
Date Created:	Jul. 07, 2015
Date Updated:	Jul. 29, 2015
Ref Section:	Unknown
Comment:	These funds will be used to provide preventive maintenance, non-fixed route ADA Para transit, miscellaneous capital (benches and shelters within the existing ROW), and operating for JARC routes. The funds are from Citibus/City of Lubbock FY 2015 Section 5307 allocation. Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact is Chris Mandrell and he can be reached at cmandrell@citibus.com or (806) 712-2002. Person to notify at FTA: Melissa Foreman, Community Planner 819 Taylor Street, Room 8A36 Fort Worth, Texas 76102 Phone: (817) 978-0554 Fax: (817) 978-0575 Melissa.Foreman@dot.gov

Part 8: Results of Reviews

The reviewer did not find any errors

Part 9: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-21, October 1, 2014)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(21), October 1, 2014, http://www.fta.dot.gov/documents/21-Master.pdf,
(2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL

ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: TX-90-Y078-00

Grantee: CITY OF LUBBOCK

Citation of Statute(s) Authorizing Project: 49 USC 5307 - (MAP 21) Urbanized Area Formula (FY2013 and forward)

Estimated Total Eligible Cost (in U.S. Dollars): $3,416,398

Maximum Total FTA Amount Awarded (in U.S. Dollars): $2,628,117

Amount of This FTA Award (in U.S. Dollars): $2,628,117

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 8/3/2015

Project Description:

FY 2015 5307 (Ops, Plan, PM, Capital)

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated August 3, 2015, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Awarded By:
Mr. Robert C Patrick
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
08/17/2015

TX-90-Y078-00 Quarterly Narrative Report

Apr. 01, 2015 through Jun. 30, 2015
As Of Aug. 17, 2015

(DRAFT)

No MS/P Report , No FFR

Part 1: Recipient Information

Project Number:	TX-90-Y078-00
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

Part 2: Project Information

Project No:	TX-90-Y078-00
Brief Desc:	FY 2015 5307 (Ops, Plan, PM, Capital)
FTA Project Mgr:	Cheryle T x0568/Melissa F 817-978-0554
Start/End Date:	Aug. 01, 2015 - Dec. 31, 2015
Gross Project Cost:	$3,416,398
Adjustment Amt:	$0
Total Eligible Cost:	$3,416,398
Total FTA Amt:	$2,628,117
Total State Amt:	$0
Total Local Amt:	$788,281
Other Federal Amt:	$0

Part 3: Federal Financial Report

Financial Status

	Previous	This Period	Cumulative
A. Federal Cash on Hand at Beginning of Period			$0
B. Federal Cash Receipts			$0
C. Federal Cash Disbursements			$0
D. Federal Cash on Hand at End of Period			$0
E. Total Federal Funds Authorized			$0
F. Federal Share of Expenditures	$0	$0	$0
G. Recipient Share of Expenditures	$0	$0	$0
H. Total Expenditures(F + G)	$0	$0	$0

I. Federal Share of Unliquidated Obligations			$0
J. Recipient Share of Unliquidated Obligations			$0
K. Total Unliquidated Obligations(I + J)			$0
L. Total Federal Share (F + I)			$0
M. Unobligated Balance of Federal Funds (E - L)			$0
N. Total Recipient Share Required			$0
O. Remaining Recipient Share to be provided N - (G + J)			$0
P. Federal Program Income on Hand at Beginning of Period			$0
Q. Total Federal Program income earned			$0
R. Federal Program income expended in accordance with the deduction alternative			$0
S. Federal Program income expended in accordance with the addition alternative			$0
T. Federal Program income expended on allowable Transit Capital and Operating expenses			$0
U. Federal Unexpended Program income (P + Q - R or s or T)			$0

Indirect Expense

Type	N/A
Rate	0.00%
Base	$0
Amount Charged	$0
Federal Share	$0

Part 4. Milestone/Progress Report

No Milestone Report

Regular City Council Meeting **6. 31.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Economic Development: Consider a resolution approving a program or expenditure by Market Lubbock, Inc. to be provided to Bayer CropScience for economic development purposes.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution - Market Lubbock Economic Development

Resolution - Approving Bayer CropScience

RESOLUTION

WHEREAS, pursuant to Article IV, Section 5 of the Amended and Restated Bylaws of Market Lubbock Economic Development Corporation ("Corporation"), the City of Lubbock, as the Corporation's authorizing unit, has the authority to approve all programs and expenditures of Market Lubbock, Inc.; and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by Market Lubbock, Inc., as set forth in Exhibit "A" attached hereto and incorporated herein by reference; **NOW THEREFORE:**

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

THAT the program or expenditure of Market Lubbock, Inc., in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Bayer CropScience is hereby approved pursuant to Section 5 of the Amended and Restated Bylaws of the Corporation.

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:

_____
Justin Pruitt, Assistant City Attorney

ccdocs/RES. Market Lubbock Expenditure-Bayer CropScience
August 26, 2015

RE 15-26

RESOLUTION APPROVING BAYER CROPSCIENCE

THE STATE OF TEXAS

COUNTY OF LUBBOCK

At a regular meeting of the Board of Directors of MARKET LUBBOCK, INC., a Texas nonprofit corporation (MLI), on Wednesday, July 22, 2015, held in conformity with the bylaws, a quorum being present and acting, the following resolution was unanimously adopted:

WHEREAS, MLI presented to members of the Board the proposal of a possible Economic Development Grant and Contract to Bayer CropScience. The terms and conditions of such Economic Development Grant and Contract, other than the normal terms and conditions applicable to all such Economic Development Grant and Contracts by the Corporation, are described generally as follows, to wit:

Grant Bayer CropScience $250,000 a Capital Investment incentive, to be paid out over a five (5) year period after the project is completed.

WHEREAS, The Board of Directors of MLI finds that an Economic Development Grant and Contract offering the incentives for capital investment described above meet and comply with the qualifications and purposes of the Corporation for the granting of such Economic Development Grants and Contracts.

Upon Motion by Director, Mr. David Sharbutt, and Seconded by director, Mr. Les Eubank, it was approved,

IT WAS RESOLVED that MLI offer and, if accepted by Recipient, enter into an Economic Grant and Contract with Bayer CropScience. This Economic Development Grant and Contract will be on the normal terms and conditions of such Economic Development Grant and Contract offered by MLI to existing businesses and business prospects and authorize the CEO to enter into and negotiate Performance Agreement.

JOHN OSBORNE, PRESIDENT & CEO

LINDA DAVIS, SECRETARY

MLI Project
Presented to City Council
2015

Project New Coke

Bayer Crop Science is consolidating West Texas Breeding & Trait Development Research facilities to the City of Lubbock. Bayer has chosen a property located at East Loop 289 and 19th Street. This project will be the largest facility of this type for Bayer CropScience in the United States. Bayer will be doing a $17.3 million capital investment project, which includes two processing facilities, two barns and an office complex. Bayer hopes to start construction this year and complete by 4th Quarter of 2016.

The Market Lubbock, Inc. Board of Directors has voted to incent Bayer CropScience $250,000 in capital investment to be paid out over a 5-year period after the project is completed.

The Project will generate additional benefits and costs for local taxing districts. Overall, the City will receive approximately $1,113,600 in net benefits over a 10-year period and the Project will generate $2,359,600 in total for all local taxing districts.

- The present value of net benefits* to the City of Lubbock over 10 years (fiscal) is $869,102.
- The present value of net benefits to all taxing districts over 10 years (fiscal) is $1,830,648.

*The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate.

This analysis was conducted using Total Impact™, a model by Impact Data Source. The analysis was performed using company data, rates and information provided to Market Lubbock, Inc. In addition, the model uses certain estimates and assumptions common for this type of analysis and based on data collected for Lubbock County. Using this data, the impact from the facility and the costs and benefits for relevant taxing districts were calculated using multipliers provided by Economic Modeling Specialists Inc.

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

Meeting Date: 09/10/2015

Information

Agenda Item

Budget Adoption Ordinance 2nd Reading - Finance: An Ordinance approving and adopting a budget for Fiscal Year 2015-16, approving summary of estimated and forecasted revenues, appropriations, and utilization of net assets for all funds of the City; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by the City Manager if necessary; providing for filing of adopted budget; establishing civil service classifications and positions; appropriating funds for the Fiscal Year 2015-16 Operating Budget and Capital Program of the City of Lubbock; approving inclusion of equipment and property to be purchased as a part of the master lease program; authorizing the Mayor to appropriate certain funding during a duly declared state of disaster; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; amending Subsection 22.04.041(a) and 22.04.041(b) of the Code of Ordinances of the City of Lubbock by revising wastewater rates contained therein and providing an effective date for such; amending Subsection 22.06.185(a) of the Code of Ordinances of the City of Lubbock by revising Solid Waste collection rates as contained therein; amending Subsection 22.03.084 of the Code of Ordinances of the City of Lubbock by revising water rates as contained therein and providing an effective date for such; accepting the budgets for Lubbock Economic Development Alliance, Civic Lubbock, Inc, and Vintage Township Public Facilities Corporation as presented; accepting the budget for Market Lubbock, Inc. as amended; finding that the proper notice of meeting provided by law and ratifying such providing for publication; and providing for a savings clause.

Item Summary

On September 2, 2015, the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance adopting the City's FY 2015-16 Operating Budget and Capital Program. The budget ordinance must be considered prior to consideration of the ordinance on the tax rate.

This ordinance incorporates the operating and capital budgets that have been proposed by the City Manager. The property tax rate proposed by the City Council is $0.56573 per $100 valuation.

The following changes that impact the FY 2015-16 Proposed Operating Budget and Capital Program have occurred since the proposed budget was presented to the City Council on July 9, 2015:

General Fund - Increased Revenue:
Property Tax Revenues - The City received the certified property values from the Lubbock Central Appraisal District and the adjusted levy was higher than original projections. The City Council also approved a proposed rate of $0.56573 which is higher than the rate in the Proposed Budget and due to these changes, property tax revenues for maintenance and operations increased by $5,189,557. The increase in certified value accounts for $1,348,152 of the increase, and the remaining $3,841,405 was due to the increase in the proposed rate.

PILOT Transfer - Due to the increase in the proposed tax rate, the PILOT transfers from Water, Wastewater, Solid Waste, and Storm Water increased as follows: Water by $190,545, Wastewater by $92,846, Solid Waste by $20,523, and Storm Water by $44,960

Debt Service Fund – Decreased Revenue: The City received the certified property values from the Lubbock Central Appraisal District and the adjusted levy was higher than original projections, so the Interest and Sinking Fund tax rate was lowered to $0.12267 per $100 valuation. However, the increase in the overall proposed rate shifted a larger portion of the over 65 revenue to Operations and Maintenance which lowered the total revenue. Due to the change, the Interest and Sinking Fund portion of the tax revenues decreased by $98,584 and the utilization of fund balance increased by $98,584.

Economic Development – Increased Revenue: The City received the certified property values from the Lubbock Central Appraisal District and the adjusted levy was higher than original projections. Due to the increase in value, property tax revenues for economic development have increased $64,560.

Economic Development – Increased Expense: Due to the increased revenue for the Economic Development Fund, the Market Lubbock, Inc. expense increased by $64,560.

Market Lubbock Component Unit – Increased Revenue: Due to the increase for Market Lubbock, Inc in the Economic Development Fund, the Property Tax Revenue in the Market Lubbock, Inc. budget increased by $64,560, and utilization of fund balance decreased by $64,560.

Water Fund - Increased Payment in Lieu of Taxes transfer to General Fund by $190,545, due to the increase in the proposed tax rate. The increased expense requires an increase in the utilization of net assets of $190,545.

Wastewater Fund - Increased Payment in Lieu of Taxes transfer to General Fund by $92,846, due to the increase in the proposed tax rate. The increased expense requires an increase in the utilization of net assets of $92,846.

Solid Waste Fund - Increased Payment in Lieu of Taxes transfer to General Fund by $20,523, due to the increase in the proposed tax rate. The increased expense requires an increase in the utilization of net assets of $20,523.

Storm Water Fund - Increased Payment in Lieu of Taxes transfer to General Fund by $44,960, due to the increase in the proposed tax rate.

Also included in the proposed Budget Ordinance are amendments to the FY 2014-15 Operating Budget and Capital Program that have been approved by the City Council since the presentation of the FY 2015-16 Proposed Operating Budget and Capital Program. The changes are:

Approved at the July 23, 2015, City Council Meeting	
Increased Public Health Emergency Preparedness Grant	$253,711
Increased Expenses Related to Grant	$253,711
Increased Comprehensive Energy Assistance Grant	$235,528
Increased Expenses Related to Grant	$236,528
Approved at the August 13, 2015, City Council Meeting	
Increased Emergency Management Preparedness Grant	$78,238
Decreased Transfer to Grant Fund from General Fund	$59,864
Approved at the August 27, 2015, City Council Meeting	
Increased Immunization Branch - Locals Grant	$232,115
Increased Expenses related to Grant	$232,115
Increased STEP Comprehensive Grant	$61,008

Increased Expenses Related to Grant	$61,008
Increased Transfer to Grant Fund from General Fund	$61,008
Decreased Police Operating Budget	($61,008)
Increased Teaching Kids to be Street Smart Grant	$34,811
Increased Expenses Related to Grant	$34,811
Increased TDHCA Community Services Block Grant	$92,446
Increased Expenses Related to Grant	$92,446
Increased Expenses in the Criminal Investigation Special Revenue Fund	$300,500
Increased Utilization of Net Assets	$300,500

The Ordinance will be placed on the Thursday, September 10, 2015 City Council agenda for the second reading and adoption of the budget.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Ordinance

ORDINANCE NO._____

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR FISCAL YEAR 2015-16; APPROVING SUMMARY OF ESTIMATED AND FORECASTED REVENUES, APPROPRIATIONS, AND UTILIZATION OF NET ASSETS FOR ALL FUNDS OF THE CITY; PROVIDING FOR NECESSARY TRANSFERS OF FUNDS BETWEEN ACCOUNTS AND DEPARTMENTS, IF REQUIRED; AUTHORIZING REDUCTION OF SPENDING BY CITY MANAGER IF NECESSARY; PROVIDING FOR FILING OF ADOPTED BUDGET; ESTABLISHING CIVIL SERVICE CLASSIFICATIONS AND POSITIONS; APPROPRIATING FUNDS FOR THE FISCAL YEAR 2015-16 OPERATING BUDGET AND CAPITAL PROGRAM OF THE CITY OF LUBBOCK; APPROVING INCLUSION OF EQUIPMENT AND PROPERTY TO BE PURCHASED AS A PART OF THE MASTER LEASE PROGRAM; AUTHORIZING THE MAYOR TO APPROPRIATE CERTAIN FUNDING DURING A DULY DECLARED STATE OF DISASTER; APPROVING ALL PERMIT, LICENSE, FEES, AND CHARGES FOR SERVICE RECOMMENDED TO BE ADJUSTED; APPROVING THE PAY PLAN AND POSITIONS; AMENDING SUBSECTION 22.04.041(a) AND 22.04.041(b) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING WASTEWATER RATES CONTAINED THEREIN AND PROVIDING AN EFFECTIVE DATE FOR SUCH; AMENDING SUBSECTION 22.06.185(a) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING SOLID WASTE COLLECTION RATES AS CONTAINED THEREIN; AMENDING SUBSECTION 22.03.084 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING WATER RATES AS CONTAINED THEREIN AND PROVIDING AN EFFECTIVE DATE FOR SUCH; ACCEPTING THE BUDGETS FOR LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, MARKET LUBBOCK, INC., CIVIC LUBBOCK, INC., AND VINTAGE TOWNSHIP PUBLIC FACILITIES CORPORATION; FINDING THAT PROPER NOTICE OF MEETING PROVIDED BY LAW AND RATIFYING SUCH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Manager has prepared certain figures for the Fiscal Year 15-16 Proposed Operating Budget and Capital Program (Proposed Budget) and has submitted the same to the City Council; and

WHEREAS, the City Manager filed the Proposed Budget with the City Secretary for the fiscal year beginning October, 1, 2015; and

WHEREAS, the City Secretary posted notice that the Proposed Budget had been filed and a public hearing called thereon by the City Council at City Hall; and

WHEREAS, the City Council determined that the Proposed Budget, as revised, is appropriate and correct in all respects and that all requirements of the law have been satisfied; 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 adjust the solid waste residential and commercial collection rates, wastewater base charge and volume charge, and water base charge within the City of Lubbock to reflect costs of service;

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, finds that assessing a payment in lieu of taxes (PILOT) and a franchise fee to its municipal drainage utility is a necessary cost of service and is an administrative cost of operating the municipal drainage utility; and

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, further finds that assessing its municipal drainage utility prorated indirect costs and costs for providing internal City services, including, but not limited to, providing office space, postage, information technology services and legal services, is a necessary cost of service and is an administrative cost of operating the municipal drainage utility; and

WHEREAS, the City Council of the City of Lubbock, in its authority as the governing body of a home rule municipality and in accordance with Article XI, Section 5 of the Texas Constitution and Subchapter C of Chapter 552 of the Texas Local Government Code, finds that all charges assessed to the municipal drainage utility to be transferred to the General Fund, as set forth in the Proposed Budget, are solely for the cost of service, are necessary to reimburse the City of Lubbock for all expenses the City of Lubbock incurs in providing the municipal drainage utility, and that all such costs are directly related to drainage and operating the municipal drainage utility;

NOW THEREFORE:

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

SECTION 1. THAT the budget proposed by the City Manager and filed with the City Secretary for fiscal year October 1, 2015 through September 30, 2016, which is attached hereto as Exhibit A, be and is hereby approved and adopted as the FY 2015-16 Adopted Operating Budget and Capital Program (Adopted Budget), and made a part of this ordinance for all purposes.

SECTION 2. THAT a summary of estimated and forecasted revenues, appropriations, and any utilization of net assets for all Funds of the City is hereby approved in all respects and is attached hereto as Exhibit B.

SECTION 3. THAT any necessary transfer of funds between accounts below the department level recommended by the City Manager for City purposes or as a result of unusual or unforeseen conditions during the administration of the Adopted Budget are hereby approved, however, any transfer of funds between departments shall be presented to the City Council for approval by ordinance before such funds can be transferred between

funds or expended. A listing of transfers between funds that are included in the Adopted Budget are attached hereto as Exhibit C.

SECTION 4. THAT to the extent that actual revenues are projected to be less than the budgeted revenues, the City Manager is authorized to reduce spending as necessary in order to prevent expenditures from exceeding available revenue sources; and that in the event such action is taken, the City Manager shall immediately notify the City Council in writing with appropriate explanation.

SECTION 5. THAT all balances of appropriation in each fund, which support authorized obligations, or are encumbered at the close of business for the fiscal year ended September 30, 2015, are hereby declared to be re-appropriated into the Adopted Budget beginning October 1, 2015.

SECTION 6. THAT a copy of the Adopted Budget shall be filed with appropriate officials as required by law.

SECTION 7. THAT in accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service classifications and positions set forth in the Adopted Budget are hereby established by Ordinance.

SECTION 8. THAT the funding, as set forth in the Adopted Budget, and as also set forth in the Capital Program, are hereby appropriated by project and scope as set forth in the Capital Budget. A Capital Program Summary is attached hereto as Exhibit D.

SECTION 9. THAT any additional appropriation or the addition of capital projects shall be presented to the City Council for approval by ordinance before such funds can be expended. The appropriation for a project in the Capital Program shall continue in force until the purpose for which the appropriation was made has been accomplished or abandoned.

SECTION 10. THAT the inclusion of equipment and property to be purchased as a part of the Master Lease Program is hereby approved and the City Manager and/or Chief Financial Officer and/or his or her designee are hereby directed to execute any and all documents necessary to consummate such purchases as outlined in the Master Lease Vehicle Replacement Schedule, set forth on Exhibit E and in the Master Lease Equipment Replacement Schedule, set forth on Exhibit F.

SECTION 11. THAT during a duly declared state of disaster, the Mayor may authorize up to $500,000 from the General Fund, to be reimbursed by state or federal funds, for expenditures related to widespread or severe damage, injury, or loss of property.

SECTION 12. THAT all fees, fines and charges for services recommended to be adjusted are approved as listed in Exhibit A.

SECTION 13. THAT the pay plan is approved as listed in Exhibit G. The amount of the compensation adjustments included at the fund level in Exhibit A is authorized to be spread across the related cost centers.

SECTION 14. THAT personnel is adopted as reflected in Exhibit H. Sworn Police Officers totaling 433 are authorized and funded.

SECTION 15: THAT Subsection 22.04.041(a) and (b) of the Code of Ordinances, City of Lubbock, Texas are hereby amended to read as follows:

Section 22.04.041 Rates charged for wastewater service

(a) The city, through the city manager, shall charge and collect from every customer and every customer shall pay a monthly base charge for wastewater service which shall be billed to all customers based upon the water meter size as follows:

Meter Size	Wastewater Base Charge
No meter	$60.57
Three-quarter inch (3/4") meter	16.00
One inch (1") meter	19.49
One and a half inch (1.5") meter	28.18
Two inch (2") meter	38.64
Three inch (3") meter	63.07
Four inch (4") meter	97.92
Six inch (6") meter	185.07
Eight inch (8") meter	289.64
Ten inch (10") meter	411.67

(b) In addition to the base charge, the city, through the city manager, shall determine the volume of wastewater flow produced by each customer as described herein and each customer shall pay the wastewater volume rate per one thousand (1,000) gallons, which shall be as follows:

Flow rate: $2.67

The volume of wastewater flow produced by a single family residential customer and customers not required to meter as provided in section 22.04.042 of the Code of Ordinances of the City of Lubbock shall be determined by calculating the average water volume used as measured by the non-irrigation meter readings for the months of November, December, January and February. This volume shall be defined as the household based consumption (HBC), and it shall be updated for billing purposes in

March of each year. In the event a residential customer or premises (i.e., a new premises) does not have a water consumption history for such months, a water volume of 7,000 gallons per month shall be utilized by default. If the volume of water used drops below the HBC volume, the lesser volume shall be used for determining the volume used for single-family residential customers in the calculation of the monthly bill for services rendered. If the volume of water used exceeds the HBC volume, the HBC volume shall be used for determining the volume used for single-family residential customers in the calculation of the monthly bill for services rendered. The volume of wastewater flow produced by other customers shall be determined as provided for in section 22.04.042 of the Code of Ordinances of the City of Lubbock.

SECTION 16: THAT the Wastewater Base Charge and Volume Charge as set forth in this Ordinance shall be effective for all billings for such services dated on or after December 1, 2015. The Wastewater Base Charge and Volume Charge currently in effect shall remain in effect until the effective date of the Wastewater Base Charge and Volume Charge as set forth herein.

SECTION 17: THAT Subsection 22.06.185(a) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.06.185 Amounts generally

(a) An assessment is hereby levied for removing garbage, rubbish, and trash in accordance with the schedule listed in this section. This shall be the minimum assessment and any additional charges for extra pickups, extra service, or extra containers which are now or may in the future be assessed shall be in addition to this charge.

(1) Residential (One unit): fifteen dollars and seventy-five cents ($15.75) per month, effective October 1, 2015, plus any applicable surcharge.

(2) Small commercial, churches, day nurseries, private schools, professional offices, home beauty shops, other customary home occupations, nursing homes, orphan, maternity, and geriatric homes, lodges, sororities and fraternities generating less than twenty (20) cubic feet per pickup and sharing with at least 3 other business or residential units: fifteen dollars and seventy-five cents ($15.75) per month effective October 1, 2015, plus any applicable surcharge.

(3) Multifamily (more than four units with container), mobile home parks with container, commercial, institutional, hotels, dormitories, motels, hospitals, clinics, governmental agencies, and industrial:

Container Size (Cubic Yards)	Monthly Charge
2 or less	$ 41.90
3	62.11
4	82.32
6	119.17
8	156.01

Plus any applicable surcharge

When two businesses share a dumpster, the monthly charge per container size is divided equally among the two businesses.

Roll-off containers shall be assessed a ninety dollars ($90.00) charge per pickup and thirty-two dollars ($32.00) disposal fee per ton plus any applicable surcharges, effective October 1, 2014.

Compactor containers shall be assessed a charge of seventy-five dollars ($75.00) per pickup in addition to thirty-two dollars ($32.00) disposal fee per ton plus any applicable surcharges, effective October 1, 2014.

For the purpose of this section and its use herein, the word "container" shall mean a detachable container of heavy durable material subject to being moved by automation.

SECTION 18: THAT Subsection 22.03.084 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.03.084 Water base charge

Effective December 1, 2015, the city, through the city manager, shall charge and collect from every customer and every customer shall pay a monthly base charge for water which shall be billed to all customers based upon the water meter size as follows:

Meter Size	Water Base Charge
Three-quarter inch (3/4") meter	$ 18.25
One inch (1") meter	30.46
One and a half inch (1.5") meter	60.74
Two inch (2") meter	97.63
Three inch (3") meter	194.63
Four inch (4") meter	304.07
Six inch (6") meter	607.98
Eight inch (8") meter	972.79
Ten inch (10") meter	1,398.54

SECTION 19: THAT the Water Volume Charge currently in effect shall remain in effect.

SECTION 20. THAT the proposed budgets of the following Component Units and Related Entities are accepted as presented by their Boards: Lubbock Economic Development Alliance, Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation. The proposed budget for the Component Unit, Market Lubbock Inc., is accepted as presented by its Board with the exception of the Property Tax Allocation, which has been amended to reflect the amount of property tax to be given to Market Lubbock, Inc. in the Economic Development Fund.

SECTION 21: THAT the City Council finds and declares that sufficient written notice of the date, hour, place and subject of this meeting of the Council was posted at a designated place convenient to the public at the City Hall for the time required by law preceding this meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents of posting hereof.

SECTION 22. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication as provided by law.

SECTION 23. 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.

SECTION 24. THAT matters revised after the proposed budget was filed with the City Secretary are as follows:

General Fund

Increased Revenue

(1)	Ad Valorem Tax Collections	$ 5,189,557
(2)	PILOT Transfer from Water Fund	190,545
(3)	PILOT Transfer from Wastewater Fund	92,846
(4)	PILOT Transfer from Solid Waste Fund	20,523
(5)	PILOT Transfer from Storm Water	44,960

Debt Service Fund

Decreased Revenue

(6)	Ad Valorem Tax Collections	$	(98,584)
(7)	Utilization of Fund Balance		98,584

Economic Development Fund

Increased Revenues

(8)	Ad Valorem Tax Collection	$	64,560

Increased Expenses

(9)	Market Lubbock, Inc.	$	64,560

Market Lubbock

Increased Revenues

(10)	Property Tax	$	64,560
(11)	Utilization of Fund Balance	$	(64,560)

Water Fund

Increased Expenses

(12)	Transfer Payment in Lieu of Taxes to General Fund	$	190,545
(13)	Increase in Utilization of Net Assets		190,545

Wastewater Fund

Increased Expenses

(14)	Transfer Payment in Lieu of Taxes to General Fund	$	92,846
(15)	Increase in Utilization of Net Assets		92,846

Solid Waste Fund

Increased Expenses

(16)	Transfer Payment in Lieu of Taxes to General Fund	$	20,523
(17)	Increase in Utilization of Net Assets		20,523

Storm Water Fund

Increased Expenses

(18)	Transfer Payment in Lieu of Taxes to General Fund	$	44,960

FY 2014-15 Operating Budget and Capital Program Amendments
Amendments not included in the FY 2015-16 Proposed Operating Budget and Capital

General Fund/Grant Fund

Approved at the July 23, 2015, City Council Meeting:		
Increased Public Health Emergency Preparedness Grant	$	253,711
Increased Expenses Related to Grant		253,711
Increased Comprehensive Energy Assistance Grant	$	235,528
Increased Expenses Related to Grant		235,528
Approved at the August 13, 2015, City Council Meeting:		
Increased Emergency Management Preparedness Grant	$	78,238
Decreased Transfer to Grant Fund from General Fund	$	(59,864)
Approved at the August 27, 2015, City Council Meeting:		
Increased Immunization Branch - Locals Grant	$	232,115
Increased Expenses Related to Grant		232,115
Increased STEP Comprehensive Grant	$	61,008
Increased Expenses Related to Grant		61,008
Increase Transfer to Grant Fund from General Fund		61,008
Decrease Police Operating Budget		(61,008)
Increased Teaching Kids to be Street Smart Grant	$	34,811
Increased Expenses Related to Grant		34,811
Increased TDHCA Community Svcs Block Grant	$	92,446
Increased Expenses Related to Grant		92,446

Criminal Investigation Special Revenue Fund

Approved at the August 27, 2015, City Council Meeting:		
Increased Expenses	$	300,500
Increased Utilization of Net Assets		300,500

AND IT IS SO ORDERED

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

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting: _____

Council members absent: _____

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

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting: _____

Council members absent: _____

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_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy L. Sims
Deputy City Attorney

Exhibit B - All Funds Summary

		Budget FY 2015-16
General Fund Revenue Sources		
Taxes		
Property Tax	$	57,587,625
Delinquent Taxes		851,650
Sales Tax		63,515,698
Mixed Beverage Tax		1,200,000
Bingo Tax		280,000
Suddenlink		1,251,687
Xcel Energy		3,000
South Plains Electric Cooperative		1,365,600
Atmos		589,800
West Texas Gas		4,320
Telecom Right of Way		1,650,000
Development Services		211,894
General Government		84,068
City Secretary		316,084
Public Safety		955,576
Public Works		68,400
Public Health		15,955
Animal Shelter		135,000
Cultural/Recreational		1,037,093
Museum		256,350
Licenses and Permits		2,492,586
Intergovernmental		360,315
Fines and Forfeitures		3,077,000
Rental		11,000
Recoveries of Expenditures		867,434
Other		543,000
Transfers from Special Revenue Funds		149,860
Transfers from LP&L		10,015,506
Transfers from Water Fund		10,700,540
Transfers from Wastewater Fund		4,788,787
Transfers from Solid Waste		2,720,723
Transfers from Airport Fund		1,684,171
Transfers from Stormwater		2,865,004
Total General Fund Revenue	**$**	**171,655,726**
Utilization of Net Assets		2,719,662

Exhibit B - All Funds Summary

		Budget FY 2015-16
General Fund Appropriation Units		
Administrative Services:		
City Attorney	$	2,140,944
City Council		306,916
City Manager		1,069,542
City Secretary		1,178,237
Facilities Management		3,280,100
Finance		2,823,336
Human Resources		519,357
Internal Audit		397,174
Non-departmental		6,527,723
Public Information		554,161
Administrative Services Appropriation		18,797,490
Community Services:		
Building Inspection		1,911,076
Planning		666,230
Community Services Appropriation		2,577,305
Cultural and Recreation Services:		
Library		3,598,654
Museums		1,008,092
Parks		9,986,586
Cultural and Recreation Appropriation		14,593,331
Public Works:		
Engineering		1,377,195
Streets		3,023,144
Traffic		3,645,976
Public Works Appropriation		8,046,315
Public Safety and Health Services:		
Animal Services		2,034,524
Codes and Environmental Health		2,622,053
Fire		44,986,838
Municipal Court		1,836,576
Police		59,912,758
Public Health		959,275
Vector Control		428,792
Public Safety & Health Services Appropriation		112,780,815
Other Appropriation:		
Transfers		9,230,835
Payroll Accrual/Other Adjustments		2,810,865
Other Appropriation		12,041,700
Total General Fund Appropriation	**$**	**168,836,957**

Exhibit B - All Funds Summary

	Budget FY 2015-16
Debt Service Fund Revenue Sources	
Tax Collection	$ 17,088,304
Transfer from North Overton TIF	3,027,073
Transfer from CBD TIF	499,172
Transfer from Hotel Tax Fund	94,109
Transfer from Gateway	8,429,207
Transfer from Stormwater (Street Maintenance)	5,303,870
Subsidy on BABs	425,399
Utilization of Net Assets	98,584
Total Debt Service Fund Revenue	34,965,718
Debt Service Fund Expenditures	
General Obligation Bonds	16,651,798
North Overton TIF	3,052,806
CBD TIF	502,434
Gateway	8,552,688
Stormwater (Street Maintenance)	5,303,870
Hotel Tax	94,108
Fiscal Agent Fees	6,840
Bond Sale Charges	273,531
Transfer to Civic Centers	527,642
Total Debt Service Appropriation	34,965,718
Fleet Services Fund	
Total Fleet Service Fund Revenue	1,585,533
Total Fleet Service Appropriation	1,585,532
Health Benefits Fund	
Total Health Benefits Fund Revenue	31,963,248
Utilization of Net Assets	2,734,712
Total Health Benefits Appropriation	34,697,960
Information Technology Fund	
Total Information Technology Fund Revenue	12,902,835
Total Information Technology Appropriation	12,902,835
Investment Pool Fund	
Total Investment Pool Fund Revenue	178,242
Total Investment Pool Appropriation	178,242
Print Shop and Warehouse Fund	
Total Print Shop and Warehouse Fund Revenue	690,428
Total Print Shop and Warehouse Appropriation	661,974
Risk Management Fund	
Total Risk Management Fund Revenue	7,740,895
Total Risk Management Fund Appropriation	5,742,629
Airport Fund	
Total Airport Fund Revenue	10,805,328
Total Airport Fund Appropriation	10,530,667
Cemetery Fund	
Total Cemetery Fund Revenue	423,000
Transfer from General Fund	350,181
Utilization of Net Assets	9,318
Total Cemetery Fund Appropriation	782,499

Exhibit B - All Funds Summary

	Budget FY 2015-16
Civic Centers Fund	
Total Civic Center Fund Revenue	$ 614,900
Transfer from General Fund	672,632
Transfer from HOT Fund	1,718,697
Transfer from Debt Service Fund	527,642
Utilization of Net Assets	27,891
Total Civic Center Fund Appropriation	3,561,762
Lake Alan Henry Fund	
Total Lake Alan Henry Fund Revenue	575,800
Total Lake Alan Henry Fund Appropriation	495,625
Lubbock Power and Light Fund	
Total Lubbock Power and Light Fund Revenue	241,567,476
Total Lubbock Power and Light Fund Appropriation	240,999,923
Solid Waste Utility Fund	
Total Solid Waste Utility Fund Revenue	21,685,847
Utilization of Net Assets	797,723
Total Solid Waste Utility Fund Appropriation	22,483,570
Storm Water Utility Fund	
Total Storm Water Utility Fund Revenue	23,352,417
Total Storm Water Utility Fund Appropriation	22,685,467
Transit Fund	
Total Transit Fund Revenue	9,844,892
Transfer from General Fund	2,262,360
Transfer from Economic Development Fund	390,880
Total Transit Fund Appropriation	12,498,132
Wastewater Utility Fund	
Total Wastewater Utility Fund Revenue	38,747,947
Utilization of Net Assets	2,897,312
Total Wastewater Utility Fund Appropriation	41,645,258
Water Utility Fund	
Total Water Utility Fund Revenue	81,493,000
Utilization of Net Assets	1,118,262
Total Water Utility Fund Appropriation	82,611,262
Abandoned Vehicle Fund	
Total Abandoned Vehicle Fund Revenue	575,000
Total Abandoned Vehicle Fund Appropriation	575,000
Animal Assistance Program	
Total Animal Assistance Program Fund Revenue	110,000
Total Animal Assistance Program Fund Appropriation	110,000
Cable Services Fund	
Total Cable Services Fund Revenue	613,311
Total Cable Services Fund Appropriation	613,311
Central Business District TIF Fund	
Total Central Business District TIF Fund Revenue	1,042,876
Total Central Business District TIF Fund Appropriation	1,011,141
Community Development Fund	
Total Community Development Fund Revenue	3,136,391
Total Community Development Fund Appropriation	3,136,391
Criminal Investigation Fund	
Total Criminal Investigation Fund Revenue	272,000
Utilization of Net Assets	209,783
Total Criminal Investigation Fund Appropriation	481,783

Exhibit B - All Funds Summary

	Budget FY 2015-16
Department of Justice Asset Sharing	
Utilization of Net Assets	$ 100,000
Total Department of Justice Asset Sharing Appropriation	100,000
Economic Development Fund	
Total Economic Development Fund Revenue	3,245,856
Total Economic Development Fund Appropriation	3,245,856
Emergency Management Grant Fund	
Transfer from General Fund	496,177
Total Emergency Management Grant Fund Appropriation	496,177
Gateway Streets Fund	
Total Gateway Streets Fund Revenue	7,688,891
Utilization of Net Assets	736,837
Total Gateway Streets Fund Appropriation	8,425,728
Hotel Occupancy Tax Fund	
Total Hotel Motel Tax Fund Revenue	6,800,000
Total Hotel Motel Tax Fund Appropriation	6,800,000
Lubbock Business Park TIF	
Total Lubbock Business Park TIF Revenue	436,122
Total Lubbock Business Park TIF Appropriation	15,766
Lubbock Economic Development Alliance Fund	
Total Lubbock Economic Development Alliance Fund Revenue	5,774,154
Total Lubbock Economic Development Alliance Fund Appropriation	5,774,154
Municipal Court Fund	
Total Municipal Court Fund Revenue	235,204
Total Municipal Court Fund Appropriation	213,544
North and East Lubbock Neighborhood and Infrastructure Fund	
Total North and East Lubbock Neighborhood Fund Revenue	310,222
Total North and East Lubbock Neighborhood Fund Appropriation	310,222
North Overton Public Improvement District Fund	
Total North Overton Public Improvement District Fund Revenue	575,764
Total North Overton Public Improvement District Fund Appropriation	556,432
North Overton Tax Increment Fund	
Total North Overton Tax Increment Fund Revenue	4,148,796
Total North Overton Tax Increment Fund Appropriation	3,267,061
North Point Public Improvement District Fund	
Total North Pointe Public Improvement District Fund Revenue	105,703
Utilization of Net Assets	117,503
Total North Pointe Public Improvement District Fund Appropriation	223,206
Quincy Park Public Improvement District Fund	
Total Quincy Park Public Improvement District Fund Revenue	87,272
Total Quincy Park Public Improvement District Fund Appropriation	66,501
Valencia Public Improvement District Fund	
Total Valencia Public Improvement District Fund Revenue	10,620
Total Valencia Township Public Improvement District Fund Appropriation	5,492
Vintage Township Public Improvement District Fund	
Total Vintage Township Public Improvement District Fund Revenue	188,548
Total Vintage Township Public Improvement District Fund Appropriation	188,548

Exhibit B - All Funds Summary

	Budget FY 2015-16
Lubbock Economic Development Alliance	
Total Lubbock Economic Development Alliance Revenue	$ 7,245,581
Utilization of Net Assets	3,322,298
Total Lubbock Economic Development Alliance Appropriation	10,567,879
Market Lubbock, Inc.	
Total Market Lubbock, Inc. Revenue	2,826,298
Utilization of Net Assets	573,798
Total Market Lubbock Inc. Appropriation	3,400,096
Market Lubbock, Inc. - Visit Lubbock, Inc.	
Total Market Lubbock, Inc. - Visit Lubbock, Inc. Revenue	3,112,697
Total Market Lubbock Inc. - Visit Lubbock, Inc. Appropriation	3,112,697
Market Lubbock, Inc. - Sports Authority	
Total Market Lubbock, Inc. - Sports Authority Revenue	1,173,288
Total Market Lubbock Inc. - Sports Authority Appropriation	1,173,288
Civic Lubbock, Inc.	
Total Civic Lubbock, Inc. Revenue	2,277,229
Utilization of Net Assets	65,000
Total Civic Lubbock, Inc. Appropriation	2,342,229
Vintage Township Public Facilities Corporation	
Total Vintage Township Public Facilities Corporation Revenue	168,548
Total Vintage Township Public Facilities Corporation Appropriation	168,548

Exhibit C - Transfers Summary

To	From	Description	Amount
Airport Capital Projects Fund	Airport Enterprise Fund	Airport Pay-as-you-go Capital	$ 490,000
Airport Capital Projects Fund	Airport PFC Fund	Airport Pay-as-you-go Capital	360,000
Airport Enterprise Fund	Airport PFC Fund	Airport PFC Debt Service	864,421
Civic Center Enterprise Fund	General Fund	Civic Center Operations	672,632
Civic Center Enterprise Fund	Hotel Occupancy Tax Fund	Civic Center Operations/Marketing	1,718,697
Civic Center Enterprise Fund	Debt Service Fund	Debt Service Payment	527,642
Cemetery Enterprise Fund	General Fund	Civic Center Operations	350,181
Central Business District TIF	North & East Lbk Ngbhd & Infrstr	CBD Operations & Debt	77,556
Central Business District TIF Capital	Central Business District TIF	CIP Pay-as-you-go Capital	200,000
Debt Service Fund	Central Business District TIF	Debt Service Payment	499,172
Debt Service Fund	Gateway Streets Fund	Debt Service Payment	8,429,207
Debt Service Fund	Hotel Occupancy Tax Fund	Debt Service Payment	94,109
Debt Service Fund	North Overton TIF	Debt Service Payment	3,027,073
Debt Service Fund	Stormwater Enterprise Fund	Debt Service Payment	5,303,870
Emergency Management	General Fund	Grant Match	496,177
Fleet Capital Projects Fund	Fleet Operating Fund	CIP Pay-as-you-go Capital	200,000
Gateway Streets Fund	Lubbock Power & Light	Payment in Lieu of Franchise Fee	4,445,953
General Fund	Abandoned Vehicle	Master Lease Payment	149,860
General Fund	Airport Enterprise Fund	Aircraft Rescue Fire Fighting (ARFF)	1,460,917
General Fund	Airport Enterprise Fund	Indirect Cost	223,254
General Fund	Lubbock Power & Light	Payment in Lieu of Franchise Fee	6,668,930
General Fund	Lubbock Power & Light	Payment in Lieu of Property Tax	2,222,977
General Fund	Lubbock Power & Light	Indirect Cost	1,123,599
General Fund	Solid Waste Enterprise Fund	Cost of Business	1,301,669
General Fund	Solid Waste Enterprise Fund	Indirect Cost	311,148
General Fund	Solid Waste Enterprise Fund	Paved/Unpaved Streets	671,904
General Fund	Solid Waste Enterprise Fund	Payment in Lieu of Property Tax	436,002
General Fund	Stormwater Enterprise Fund	Payment in Lieu of Franchise Fee	1,399,645
General Fund	Stormwater Enterprise Fund	Indirect Cost	208,584
General Fund	Stormwater Enterprise Fund	Playa Lake	301,635
General Fund	Stormwater Enterprise Fund	Payment in Lieu of Property Tax	955,140
General Fund	Wastewater Enterprise Fund	Payment in Lieu of Franchise Fee	2,324,877
General Fund	Wastewater Enterprise Fund	Indirect Cost	491,484
General Fund	Wastewater Enterprise Fund	Payment in Lieu of Property Tax	1,972,426
General Fund	Water Enterprise Fund	Payment in Lieu of Franchise Fee	4,889,580
General Fund	Water Enterprise Fund	Indirect Cost	1,007,214
General Fund	Water Enterprise Fund	Paved Streets	755,786
General Fund	Water Enterprise Fund	Payment in Lieu of Property Tax	4,047,960
General Facilities Capital Project Fund	General Fund	General Fund Pay-as-you-go Capital	2,379,000
General Facilities Capital Project Fund	Hotel Occupancy Tax Fund	CIP Pay-as-you-go Capital	100,000
Grant Fund	Transit	Grant Funds	1,035,927
Lubbock Power & Light	Solid Waste Enterprise Fund	Utility Collections	863,079
Lubbock Power & Light	Stormwater Enterprise Fund	Utility Collections	863,079
Lubbock Power & Light	Wastewater Enterprise Fund	Utility Collections	1,475,089
Lubbock Power & Light	Water Enterprise Fund	Utility Collections	2,533,899
Lubbock Power & Light	Water Enterprise Fund	Water Dispatch and Software Transfer to LP&L	87,891
Lubbock Power & Light Capital Project Fund	Lubbock Power & Light	LP&L Pay-as-you-go Capital	11,313,325
North Overton TIF	Hotel Occupancy Tax Fund	North Overton TIF	594,094
Risk Management Fund	Self Insurance Health Fund	Risk Operations	2,000,000
Stormwater Capital Projects Fund	Stormwater Enterprise Fund	Stormwater Pay-as-you-go Capital	1,150,000
Streets Capital Project Fund	General Fund	CIP Pay-as-you-go Capital	2,770,485
Traffic Capital Project Fund	General Fund	CIP Pay-as-you-go Capital	300,000
Transit Enterprise Fund	Economic Development Fund	Transit Operations	390,880
Transit Enterprise Fund	General Fund	Transit Operations	2,262,360
Vintage Township PFC	Vintage Township PID	Debt Service Payment	168,548
Wastewater Enterprise Fund	Solid Waste Enterprise Fund	Environmental Compliance	29,750
Wastewater Enterprise Fund	Water Enterprise Fund	Environmental Compliance	29,750
Water Capital Projects Fund	Water Enterprise Fund	Water Pay-as-you-go Capital	1,004,375
Water Enterprise Fund	Lake Alan Henry Fund	Lake Alan Henry Debt Service	141,937
WTMPA	Lubbock Power & Light	WTMPA Operating Costs	1,757,125

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2015-16
8531	Land Application Optimization	$ 400,000	-
8532	Supplemental Water Supply for LAH	1,300,000	-
8534	FEMA Restudy - System G	500,000	-
8536	Facility Demolition	1,212,748	150,000
8537	Gateway Streets ROW Coordination	550,000	-
8543	Lake Alan Henry Repairs/Maintenance	7,505,889	-
8545	Concrete Drainage Channel Repairs	865,000	-
8550	Golf Course Improvements	516,767	53,400
8552	Airfield Asphalt Repair	6,600,000	-
8555	Sanitary Sewer Manhole Adjustments	500,000	-
8563	Sign Upgrades and Replacement	498,634	-
8571	Quaker/Erskine/Loop 289 Interchange	3,655,160	-
8577	Environmental Assessments for Gateway Projects	650,000	-
8579	Wastewater Direct Reuse Evaluation	300,000	-
8583	Milwaukee Bridges: Marsha Sharp Freeway and Spur 327	52,567	-
8585	Air Switch Replacement	172,000	204,200
8586	Digital Orthos and Stormwater Utility Maint	100,000	150,000
8587	Water System Master Plan and Model Update	900,000	-
8588	Aquifer Storage and Recovery Evaluation	200,000	-
8589	North Quaker/Erskine/North Loop 289	51,161	-
8590	Cooke Station - Short Term - FY 2014-15	1,000,000	-
8593	Consolidated Rental Car Facility Design	1,050,000	-
8594	Coliseum Parking Lot Seal Coat	91,141	-
8595	Storm Water Master Plan	500,000	500,000
8597	Wastewater Indirect Reuse Evaluation	250,000	-
8598	Brackish Well Field Evaluation	200,000	-
8599	Storm Water Utility Fee Restructure	405,191	-
8600	Water Damaged Facilities	2,064,072	-
90095	North University Enhancement Project	1,728,278	185,951
90346	Lift Station Rehabilitation	2,085,000	-
91003	Bailey County Wellfield Improvements	4,985,583	-
91007	Comprehensive Water Line Changeouts	3,519,040	-
91032	Water Treatment Plant Improvements	9,402,000	6,000,000
91033	Pumping System Improvements	2,406,875	400,000
91034	Water Line Replacement	2,944,000	250,000
91035	Water Lines Ahead of Street Paving	4,172,000	1,300,000
91038	Sewer Line Replacement	2,030,000	400,000
91039	Sewer Lines Ahead of Street Paving	3,585,000	300,000
91040	Sewer Tap Replacements	5,285,000	-
91042	Water Reclamation Plant Replacements	3,925,000	500,000
91049	Water Meter Replacements	4,205,000	450,000
91083	Land Application Production and Monitoring Wells	1,250,000	-
91169	Park Pavilions	1,488,636	-
91170	Park Playground Replacement	4,168,231	-
91190	City Hall Improvements	1,128,500	-

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2015-16
91195	Civic Center Renovation	$ 9,126,853	-
91220	Major Repairs at Fire Facilities	2,895,009	300,000
92141	Substation Relay Upgrade	755,000	510,500
92144	Buddy Holly Center	1,139,809	-
92167	Lubbock Business Center Various Renovations	940,000	-
92169	Irrigation Automation & Control Systems	2,857,960	-
92172	Traffic Signals/Controllers	1,700,000	300,000
92174	Northwest Lubbock and Maxey Park Project	41,950,000	-
92175	Storm Water Repair and Replacement	1,100,000	-
92178	South Lubbock Sanitary Sewer System Expansion Phase 1	26,804,834	-
92191	Airport Facility Improvements	3,133,736	475,000
92197	Tie Line Transformer Replacement	6,000,000	-
92216	Traffic Signal Upgrades	4,750,000	-
92217	34th Street Reconstruction - Quaker Avenue to Avenue Q	22,557,200	-
92221	Northwest Water Reclamation Plant	75,800,000	18,500,000
92227	Underground Utilities	7,300,000	750,000
92238	Facility Maintenance Fund	950,000	216,000
92248	Street Maintenance Program	44,411,003	9,913,135
92249	SEWRP Solids Handling Facility Improvements	46,000,000	-
92253	Locate and Replace Water Valves	2,250,000	-
92254	North Overton TIF Public Improvements	747,031	-
92255	BCWF Supply Line/Pumping System	26,500,000	13,000,000
92259	Multi-Company Fire Station No. 19	4,378,084	-
92262	Cemetery Permanent Improvements	71,375	-
92263	Garden and Arts Center Renovations	433,500	-
92265	Erskine - MLK to East Loop 289	1,500,000	-
92266	Upgrade 800 MHz Radio System to P25 Compliance	9,965,000	3,335,000
92273	Substation Land Acquisition*	4,065,000	-
92279	Pump Station Emergency Electric Generators	7,500,000	-
92280	LAH Wildlife Mitigation Area Improvements	250,000	-
92282	Downtown Redevelopment Underground	1,995,000	510,500
92286	Glenna Goodacre Boulevard Extension	500,000	-
92289	98th Street - University Avenue to US 87	10,375,300	-
92308	Landfill Improvements	75,000	-
92309	Permitting and Land Use System	660,000	-
92310	South Lubbock Sanitary Sewer System Expansion Phase II	19,000,000	-
92311	SEWRP Emergency Generator and Switch Gear	1,950,000	250,000
92312	Bailey County Well Field Disinfection System	3,500,000	500,000
92313	Pump Station Disinfection Systems	1,000,000	-
92318	Major Sanitary Sewer Mains Rehabilitation	7,500,000	-
92319	Transmission Loop	7,300,000	-
92320	Substation Breaker Replacements	1,350,000	765,750
92322	Erskine Street - Indiana Avenue to Quaker Avenue	800,000	7,870,000
92323	Facility Renovations/Upgrades	2,020,370	850,000
92324	Document Management System	231,574	-

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2015-16
92325	Runway 17R/35L Construction Phase II	$ 26,522,369	-
92326	Auditorium Air Handler Unit Replacement	432,000	-
92328	Aztlan Mural Shelter	135,000	-
92329	Codes and Environmental Health Software Replacement	250,000	-
92330	69kV Transmission Line Reconductoring	600,000	510,500
92331	Fiberoptic Communications	250,000	-
92332	GIS System Improvements	750,000	510,500
92335	Brandon Station - Short Term - FY 2014-15	4,400,000	-
92341	Directional Fault Indicators	205,000	102,100
92344	Distribution Line Equipment	100,000	-
92345	15kV System Reconductor or Rebuild	225,000	255,250
92348	New Fire Station No. 1	5,095,000	-
92349	Communications System Expansion	700,000	350,000
92350	Southside Office Building Expansion	275,380	-
92351	Office/Warehouse Facility Renovation - Wastewater	1,250,000	-
92353	South Lubbock Water Treatment Plant Expansion	1,000,000	-
92355	Office/Warehouse Facility Replacement - Water	1,250,000	-
92358	City Hall Elevator Installation	667,000	-
92359	Facility Roof Replacements	172,000	475,000
92362	Buddy Holly Center Renovations Phase II	338,380	100,000
92363	Patterson Branch Library Renovations	700,000	-
92364	Lewis Ball Field Complex Facility Improvements	82,446	-
92365	Lakewood Development	566,192	-
92366	Emergency Operations Center	658,800	6,070,000
92367	Municipal Square Repairs	300,000	388,000
92369	Municipal Facilities Replacements/Renovations	10,200,000	52,800,000
92370	Transportation Improvements	250,000	250,000
92371	Runway 17R/35L Construction Phase III	14,310,057	-
92372	Aircraft Rescue & Fire Fighting Facility	900,000	3,600,000
92373	Dispatch Control Room Upgrade/Remodel	500,000	-
92374	69kV Line Rebuild-Coop to Slaton	3,000,000	-
92375	Oliver Substation Transformer Capacity Upgrade	2,500,000	-
92379	Quaker Storm Water Project - Feeder Rebuild	300,000	-
92380	Northwest Substation Feeder Circuits	200,000	204,200
92381	Indiana URD Cable Replacement	3,000,000	-
92383	Mobile Substation*	2,500,000	-
92389	Milwaukee Autotransformer	2,400,000	-
92390	Cell 5 Development 2252	1,177,048	5,202,152
92391	Landfill 69 Shop Renovation	312,500	-
92393	Cell VI Final Expansion at 69	35,000	536,767
92395	Wastewater Vehicle Replacement	282,149	-
92396	Bailey County Well Field Data Radios	250,000	400,000
92397	Pump Station 10	1,000,000	-
92398	Water Vehicle Replacement	322,219	-
2011028	FEMA Restudy - Systems B,C,D	-	500,000

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2015-16
2012024	Terminal Building Remodel - Design only	$ -	2,836,050
2012091	Chalker Capacity Upgrade	-	4,500,000
2014015	Capacitor Controller Change Out	-	76,575
2014092	34th Street - Quaker Avenue to Slide Road	-	750,000
2015003	69 kV Line Rebuild - Thompson to Vicksburg	-	750,000
2015012	115kV Line Construction - Northwest to Mackenzie	-	5,000,000
2015013	69 kV Line Rebuild - Chalker to Thompson	-	1,500,000
2015014	69 kV Line Rebuild - Chalkert to Oliver	-	1,500,000
2015015	Southeast Substation Autotransformer	-	1,000,000
2015019	69kV Capacitor Upgrade - Vicksburg	-	250,000
2015020	69kV Capacitor Upgrade - Chalker	-	250,000
2015021	69kV Capacitor Upgrade - Slaton	-	250,000
2015023	Substation Battery Replacement	-	120,000
2015024	Substation RTU Replacement	-	150,000
2015039	E1 Fleet Module	-	200,000
2015044	Drying Bed Rehabilitation	-	655,000
2015049	Massengale Station - Medium Term	-	4,798,700
2015053	Massengale Station - Short Term	-	765,750
2015059	FY 2015-16 Service Distribution	-	510,500
2015060	FY 2015-16 Underground Electric	-	2,282,750
2015061	FY 2015-16 Overhead Lines	-	2,177,500
2015062	Landfill 69 Gas Collection System Replacement	-	352,550
2015066	Thoroughfare Plan Restudy	-	125,000
2015067	Bicycle Plan Restudy	-	75,000
2015068	Parks Maintenance Shop	-	5,225,000
2015069	Safety Management System (SMS) Development	-	150,000
2015070	FY 2015-16 Street Lights	-	765,750
2015071	FY 2015-16 Distribution Transformers	-	2,552,500
2015074	FY 2015-16 Vehicles and Equipment	-	1,161,000
2015082	Fire Station 1 Street Construction	-	240,000
2015086	Water and Wastewater Rate Structure Evaluation	-	150,000
2015087	Gateways	-	1,500,000
2015088	Future Public Improvements	-	200,000
2015090	Water Vehicle Replacement FY 2015-16	-	454,375
Total Appropriation		**$ 596,850,651**	**184,417,905**

* $4.5 million of bonds were appropriated FY 2014-15 but funding was not issued in FY 2014-15 due to project delays. The bonds will be issued in FY 2015-16.

Exhibit D - Capital Program Summary

Funding Source	Funding to Date	FY 2015-16
2001 General Obligation Bonds	$ 483,504	-
2003 General Obligation Bonds	16,496	-
2003 Tax and Waterworks Revenue Certificates of Obligation	1,693,522	-
2004 Tax and Waterworks Certificates of Obligation	60,000	-
2005 General Obligation Bonds	136,606	-
2005 Wastewater Revenue Certificates of Obligation	2,069,766	-
Airport Fund Pay-As-You-Go	500,000	-
Civic Center Capital Project Fund	432,000	-
Federal Grant Funding	38,159,181	11,841,506
FY 2006 Airport Revenue Certificates of Obligation	37,594	-
FY 2006 Tax Supported Certificates of Obligation	685,255	49,425
FY 2006 Wastewater Revenue Certificates of Obligation	2,480,885	-
FY 2006 Water Revenue Certificates of Obligation	2,000,000	-
FY 2007 10-year Tax Supported Certificates of Obligation	555,000	-
FY 2007 10-Year Wastewater Revenue Certificates of Obligation	1,547,699	-
FY 2007 Airport Revenue Certificates of Obligation	161,502	-
FY 2007 General Obligation Bonds	5,651	-
FY 2007 Storm Water Revenue Certificates of Obligation	297,896	-
FY 2007 Tax Supported Revenue Certificates of Obligation	840,880	50,000
FY 2007 TIF Revenue Certificates of Obligation	29,175	-
FY 2007 Water Revenue Certificates of Obligation	1,874,223	-
FY 2008 10-Year Water Revenue Certificates of Obligation	679,392	-
FY 2008 General Obligation Bonds	421	-
FY 2008 LP&L Certificates of Obligation	190,789	-
FY 2008 Storm Water Revenue Certificates of Obligation	600,000	-
FY 2008 Tax Supported Revenue Certificates of Obligation	573,396	-
FY 2008 TIF Revenue Certificates of Obligation	676,105	-
FY 2008 Wastewater Revenue Certificates of Obligation	8,833,584	-
FY 2008 Water Revenue Certificates of Obligation	4,717,637	-
FY 2009 10-Year Water Revenue Certificates of Obligation	3,945,350	-
FY 2009 Gateway Streets Revenue Certificates of Obligation	3,653,038	-
FY 2009 General Fund Pay-As-You-Go	185,951	-
FY 2009 General Obligation Bonds	859,288	-
FY 2009 LP&L Certificates of Obligation	619,198	-
FY 2009 LP&L Pay-As-You-Go	145,000	-
FY 2009 Storm Water Pay-As-You-Go	15,000	-
FY 2009 Storm Water Revenue Certificates of Obligation	1,472,225	-
FY 2009 Tax Supported Revenue Certificates of Obligation	840,399	-
FY 2009 TIF Revenue Certificates of Obligation	41,731	-
FY 2009 Wastewater Pay-As-You-Go	100,000	-
FY 2009 Water Revenue Certificates of Obligation	1,175,000	-
FY 2010 10-Year Wastewater Revenue Certificates of Obligation	767,209	-
FY 2010 10-Year Water Revenue Certificates of Obligation	1,384,485	-
FY 2010 Airport Pay-As-You-Go	413,498	-
FY 2010 CBD TIF Revenue Certificates of Obligation	27,852	-

Exhibit D - Capital Program Summary

Funding Source	Funding to Date	FY 2015-16
FY 2010 Gateway Streets Revenue Certificates of Obligation	$ 3,603,630	-
FY 2010 General Fund Pay-As-You-Go	44,824	-
FY 2010 General Obligation Bonds	12,920,074	-
FY 2010 LP&L Certificates of Obligation	1,620,101	-
FY 2010 LP&L Pay-As-You-Go	4,391,489	-
FY 2010 Storm Water Pay-As-You-Go	100,000	-
FY 2010 Storm Water Revenue Certificates of Obligation	1,500,000	-
FY 2010 TIF Revenue Certificates of Obligation	20	-
FY 2010 Wastewater Pay-As-You-Go	335,000	-
FY 2010 Wastewater Revenue Certificates of Obligation	3,007,725	-
FY 2010 Water Revenue Certificates of Obligation	26,886,731	1,000,000
FY 2011 10-Year Certificates of Obligation	9,201,970	-
FY 2011 10-Year Wastewater Revenue Certificates of Obligation	750,000	-
FY 2011 10-Year Water Revenue Certificates of Obligation	9,022,000	-
FY 2011 Airport Pay-As-You-Go	762,406	-
FY 2011 CBD TIF Revenue Certificates of Obligation	1,500,000	-
FY 2011 Gateway Streets Revenue Certificates of Obligation	1,270,372	-
FY 2011 General Fund Pay-As-You-Go	1,883,839	-
FY 2011 General Obligation Bonds	5,125,000	-
FY 2011 LP&L Pay-As-You-Go	230,000	-
FY 2011 PFC Revenue Certificates of Obligation	13,791	-
FY 2011 Solid Waste Revenue Certificates of Obligation	1,177,048	216,819
FY 2011 Storm Water Pay-As-You-Go	750,000	-
FY 2011 Tax Supported Revenue Certificates of Obligation	1,967,939	86,526
FY 2011 Wastewater Pay-As-You-Go	545,000	-
FY 2011 Wastewater Revenue Certificates of Obligation	16,055,533	-
FY 2011 Water Revenue Certificates of Obligation	10,084,053	-
FY 2012 10-Year Certificates of Obligation	9,339,999	-
FY 2012 10-Year Wastewater Revenue Certificates of Obligation	500,000	-
FY 2012 10-Year Water Revenue Certificates of Obligation	2,200,000	-
FY 2012 Airport Pay-As-You-Go	775,000	-
FY 2012 General Fund Pay-As-You-Go	72,190	-
FY 2012 General Obligation Bonds	10,620,644	-
FY 2012 LP&L Pay-As-You-Go	590,000	-
FY 2012 Storm Water Revenue Certificates of Obligation	33,925,918	-
FY 2012 Tax Supported Revenue Certificates of Obligation	1,359,447	-
FY 2012 Transfer from Cemetery Fund	71,375	-
FY 2012 Wastewater Pay-As-You-Go	75,000	-
FY 2012 Wastewater Revenue Certificates of Obligation	9,275,913	-
FY 2012 Water Revenue Certificates of Obligation	13,334,257	-
FY 2013 10-Year Certificates of Obligation	2,825,000	-
FY 2013 10-Year LP&L Revenue Bonds	290,000	-
FY 2013 10-Year Tax Revenue Certificates of Obligation	9,604,072	-
FY 2013 10-Year Wastewater Revenue Certificates of Obligation	2,450,000	-
FY 2013 Airport Pay-As-You-Go	775,000	-

Exhibit D - Capital Program Summary

Funding Source	Funding to Date	FY 2015-16
FY 2013 CBD TIF Pay-As-You-Go	$ 800,000	-
FY 2013 General Fund Pay-As-You-Go	534,000	-
FY 2013 General Obligation Bonds	7,975,000	-
FY 2013 LP&L Revenue Bonds	1,500,000	-
FY 2013 Solid Waste Pay-As-You-Go	75,000	-
FY 2013 Storm Water Pay-As-You-Go	220,000	-
FY 2013 Storm Water Revenue Certificates of Obligation	5,253,961	-
FY 2013 Tax Supported Revenue Certificates of Obligation	100,000	-
FY 2013 Wastewater Pay-As-You-Go	695,000	-
FY 2013 Wastewater Revenue Certificates of Obligation	32,099,779	-
FY 2013 Water Pay-As-You-Go	220,000	-
FY 2014 10-Year Certificates of Obligation	3,490,000	-
FY 2014 10-Year Tax Revenue Certificates of Obligation	9,922,300	-
FY 2014 10-Year Wastewater Revenue Certificates of Obligation	1,226,517	-
FY 2014 10-Year Water Revenue Certificates of Obligation	1,150,000	-
FY 2014 Airport Pay-As-You-Go	833,736	-
FY 2014 CBD TIF Revenue Certificates of Obligation	2,472,148	-
FY 2014 Gateway Streets Revenue Certificate of Obligation	1,560,348	-
FY 2014 General Fund Pay-As-You-Go	3,831,944	-
FY 2014 LP&L Pay-As-You-Go	5,972,000	-
FY 2014 LP&L Revenue Bonds	8,300,000	-
FY 2014 PFC Revenue Certificates of Obligation	2,638,446	-
FY 2014 Solid Waste Revenue Certificates of Obligation	275,380	-
FY 2014 Storm Water Pay-As-You-Go	350,000	-
FY 2014 Tax Supported Revenue Certificates of Obligation	2,287,729	-
FY 2014 Wastewater Revenue Certificates of Obligation	40,923,565	-
FY 2014 Water Pay-As-You-Go	700,000	-
FY 2014 Water Revenue Certificates of Obligation	4,937,128	-
FY 2015 10-Year Certificates of Obligation	3,400,000	-
FY 2015 10-Year Tax Revenue Certificates of Obligation	6,624,815	-
FY 2015 10-Year Wastewater Revenue Certificates of Obligation	600,000	-
FY 2015 10-Year Water Revenue Certificates of Obligation	950,000	-
FY 2015 Airport Pay-As-You-Go	565,000	-
FY 2015 Airport Revenue Certificates of Obligation	5,000,000	-
FY 2015 CBD TIF Revenue Certificates of Obligation	3,000,000	-
FY 2015 CFC Fund Pay-As-You-Go	1,050,000	-
FY 2015 Gateway Pay-As-You-Go	50,000	-
FY 2015 Gateway Streets Revenue Certificates of Obligation	2,937,912	-
FY 2015 General Fund Pay-As-You-Go	2,484,011	-
FY 2015 LP&L Pay-As-You-Go	2,900,000	-
FY 2015 LP&L Revenue Bonds	13,208,423	-
FY 2015 PFC Revenue Certificates of Obligation	1,431,008	-
FY 2015 Risk Fund Pay-As-You-Go	1,000,000	-
FY 2015 Solid Waste Pay-As-You-Go	347,500	-
FY 2015 Storm Water Pay-As-You-Go	750,000	-

Exhibit D - Capital Program Summary

Funding Source		Funding to Date	FY 2015-16
FY 2015 Tax Supported Revenue Certificates of Obligation	$	19,220,809	-
FY 2015 Wastewater Pay-As-You-Go		682,149	-
FY 2015 Wastewater Revenue Certificates of Obligation		71,413,176	-
FY 2015 Water Pay-As-You-Go		1,522,219	-
FY 2016 10-Year Certificates of Obligation		-	3,335,000
FY 2016 10-Year LP&L Revenue Bonds		-	5,834,450
FY 2016 10-Year Solid Waste Revenue Certificates of Obligation		-	4,985,333
FY 2016 10-Year Tax Revenue Certificates of Obligation		-	7,832,650
FY 2016 10-Year Wastewater Revenue Certificates of Obligation		-	750,000
FY 2016 10-Year Water Revenue Certificates of Obligation		-	6,850,000
FY 2016 30-Year LP&L Revenue Bonds		-	12,286,750
FY 2016 7-Year Solid Waste Revenue Certificates of Obligation		-	889,317
FY 2016 Airport Pay-As-You-Go		-	490,000
FY 2016 CBD TIF Pay-As-You-Go		-	200,000
FY 2016 CBD TIF Revenue Certificates of Obligation		-	2,250,000
FY 2016 Fleet Pay-As-You-Go		-	200,000
FY 2016 General Fund Pay-As-You-Go		-	5,449,485
FY 2016 LP&L Pay-As-You-Go		-	11,313,325
FY 2016 LP&L Revenue Bonds		-	9,000,000
FY 2016 PFC Pay-As-You-Go		-	360,000
FY 2016 PFC Revenue Certificates of Obligation		-	283,605
FY 2016 Storm Water Pay-As-You-Go		-	1,150,000
FY 2016 Tax Supported Revenue Certificates of Obligation		-	66,673,515
FY 2016 Wastewater Revenue Certificates of Obligation		-	19,855,000
FY 2016 Water Pay-As-You-Go		-	1,004,375
FY 2016 Water Revenue Certificates of Obligation		-	14,050,000
Gateway Capital Project Fund		3,655,160	-
General Capital Project Fund		1,654,348	53,400
General Fund Pay-As-You-Go		520,009	-
Hotel/Motel Funds		4,636,895	100,000
LAH Repair/Replacement Fund		505,889	-
LP&L Pay-As-You-Go		50,000	-
Public Works Capital Project Fund		200,000	-
Radio Shop Fund Pay-As-You-Go		222,435	-
State Grant Funds		-	477,424
TxDOT Participation		582,006	-
Wastewater Capital Project Fund		1,473,483	-
Wastewater Pay-As-You-Go		450,000	-
Water Utility Pay-As-You-Go		103,680	-
Total Funding	**$**	**592,350,651**	**188,917,905**

Exhibit E - Master Lease Vehicle Purchase Summary

Department	# of Vehicles	FY 2015-16
General Fund		
Facilities Management	1	$ 36,000
Municipal Court	1	34,000
Environmental Health	1	24,675
Building Inspection	1	24,675
Traffic	3	81,925
Streets	4	480,507
Street Drainage	3	73,539
Parks and Recreation	14	495,110
Animal Services	1	26,500
Vector Control	2	47,823
Fire Department	6	2,735,000
Police Department	26	1,157,000
Total General Fund	63	5,216,753
Enterprise Funds		
Airport	1	600,000
Solid Waste	21	3,529,030
Water	4	475,000
Wastewater	8	1,021,264
Storm Water	3	430,861
Cemetery	1	65,000
Citibus	6	2,068,000
Total Enterprise Funds	44	8,189,155
Internal Service Funds		
Fleet Services	1	30,000
Central Warehouse	1	40,000
Total Internal Service Funds	2	70,000
TOTAL ALL FUNDS	**109**	**$ 13,475,908**

Exhibit F - Master Lease Equipment Replacement Schedule

GENERAL FUND	No. of Items	Life	Replacement Request	Replacement Cost
Mahon Library	1	6	Microfilm Reader-Printer	6,210
Mahon Library	1	3	Desktop PC for Microfilm Reader	620
Mahon Library	10	3	Desktop PC for Public Access	6,200
TOTAL GENERAL FUND				13,030

INTERNAL SERVICE FUNDS	Items	Life	Request	Cost
Information Technology	121	2	Toughbook	507,150
Information Technology	1	1	Storage Area Network	220,000
Information Technology	1	2	Servers	100,000
Information Technology	1	2	Core Networks	50,000
Information Technology	1	2	Core/Edge Networks	50,000
TOTAL INTERNAL SERVICE FUNDS				927,150

WASTEWATER FUND	Items	Life	Request	Cost
Wastewater Collection	4	25	Center Pivot Systems	304,000
TOTAL WASTEWATER FUND				304,000

TOTAL EQUIPMENT REPLACEMENT	$ 1,244,180

Exhibit G - MAG Unified Pay Plan

Pay Grade		Minimum	Midpoint	Maximum
101	$	14,516.32	18,000.32	22,499.36
102		15,242.24	18,900.96	23,624.64
103		16,003.52	19,845.28	24,806.08
104		16,804.32	20,837.44	26,047.84
105		17,644.64	21,879.52	27,349.92
106		18,526.56	22,973.60	28,716.48
107		19,452.16	24,121.76	30,151.68
108		20,425.60	25,328.16	31,659.68
109		21,446.88	26,594.88	33,242.56
110		22,518.08	27,924.00	34,904.48
111		23,645.44	29,319.68	36,649.60
112		24,828.96	30,786.08	38,482.08
113		26,068.64	32,325.27	40,406.08
114		27,372.80	33,941.44	42,427.84
115		28,741.44	35,638.72	44,547.36
116		30,178.72	37,421.28	46,775.04
117		31,686.72	39,291.20	49,115.04
118		33,271.68	41,256.80	51,569.44
119		34,935.68	43,318.08	54,148.64
120		36,682.88	45,485.44	56,856.80
121		38,515.36	47,758.88	59,698.08
122		40,441.44	50,146.72	62,684.96
123		42,463.20	52,655.20	65,817.44
124		44,586.88	55,286.40	69,108.00
125		46,816.64	58,052.80	72,564.96
126		49,156.64	60,954.40	76,192.48
127		51,615.20	64,001.60	80,003.04

Exhibit G - MAG Unified Pay Plan

Pay Grade		Minimum	Midpoint	Maximum
128	$	54,194.40	67,202.72	84,002.88
129		56,904.64	70,561.92	88,202.40
130		59,750.08	74,089.60	92,612.00
131		62,739.04	77,794.08	97,244.16
132		65,875.68	81,685.76	102,105.12
133		69,168.32	85,768.80	107,211.52
134		72,627.36	90,057.76	112,571.68
135		76,259.04	94,560.96	118,200.16
136		80,071.68	99,288.80	124,109.44
137		84,075.68	104,253.76	130,316.16
138		88,277.28	109,464.16	136,832.80
139		92,691.04	114,938.72	143,673.92
140		97,327.36	120,685.76	150,856.16
141		102,192.48	126,719.84	158,400.32
142		107,303.04	133,055.52	166,320.96
143		112,667.36	139,709.44	174,636.80
144		118,302.08	146,694.08	183,368.64
145		124,217.60	154,028.16	192,535.20
146		130,428.48	161,730.40	202,163.52
147		136,949.28	169,817.44	212,270.24
148		143,796.64	178,308.00	222,884.48
149		150,985.12	187,222.88	234,029.12
150		158,535.52	196,584.96	245,729.12

Exhibit G - Police Pay Plan

Steps	Annual Cadet PNCSP	Annual Entry Level I PNCE1	Annual Entry Level II PNCE2	Annual Patrol Officer PCS1	Annual Corporal PCS2	Annual Sergeant PCS3	Annual Lieutenant PCS4	Annual Captain PCS5	Annual Asst. Chief PCS6
A	$ 45,628.96	46,847.84	49,312.64	52,274.56	66,936.48	71,982.56	83,734.56	94,744.00	106,708.16
B				55,511.04	68,242.72	75,198.24	87,183.20	99,141.12	115,976.64
C				58,907.68	69,607.20	78,561.60	90,775.36	103,746.24	126,050.08
D				62,676.64					
E				64,207.52					
F				65,738.40					

Steps	Hourly Cadet PNCSP	Hourly Entry Level I PNCE1	Hourly Entry Level II PNCE2	Hourly Patrol Officer PCS1	Hourly Corporal PCS2	Hourly Sergeant PCS3	Hourly Lieutenant PCS4	Hourly Captain PCS5	Hourly Asst. Chief PCS6
A	$ 21.937	22.523	23.708	25.132	32.181	34.607	40.257	45.550	51.302
B				26.688	32.809	36.153	41.915	47.664	55.758
C				28.321	33.465	37.770	43.642	49.878	60.601
D				30.133					
E				30.869					
F				31.605					

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as an officer with the City of Lubbock, whether interrupted or uninterrupted, and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

All employees start at Entry Level I, grade PNC(E1). Employees progress to Entry Level II, grade PNC(E2) upon 12 months of continuous service with the Lubbock Police Department at Entry Level I. Employees progress to grade PCS1 upon six months of continuous service with the Lubbock Police Department at Entry Level II. Police Officers then progress through steps A-D in PCS1 annually, and Step E at 8 years and Step F at 12 years. Progress from Step A to Step C in the other grades requires two years in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Note: A probationary period of 18 months begins on the first day of employment with the department as a classified employee unless the employee is already certified as a Peace Officer by Texas Commission of Law Enforcement Officer Standards and Education at that time. In this case the probationary period is 12 months. Upon completion of 12 months, a certified Peace Officer attains Civil Service status and receives longevity pay, however the employee does not advance to Police Officer, PCS1 until completion of 6 months as Entry Level II as indicated above.

Biweekly rate = Hourly rate * 80. Annual rate = Biweekly rate * 26. Monthly rate = Annual rate / 12.

Exhibit G - Fire Pay Plan (40 Hour Shifts)

Steps	Probationary Fire Fighter FNCS1	Fire Fighter FCS1	Equipment Operator FCS2	Lieutenant FCS3	Captain FCS4	Battalion Chief FCS5	Division Chief FCS6	Deputy Chief FCS7
1	$ 48,100.00	51,018.24	69,008.16	74,757.28	83,599.36	96,123.04	106,993.12	113,994.40
2		51,873.12	69,328.48	75,164.96	84,221.28	96,876.00	107,423.68	115,487.84
3		52,730.08	69,644.64	75,568.48	84,847.36	97,626.88	107,854.24	116,983.36
4		53,587.04	69,964.96	75,978.24	85,471.36	98,384.00	108,284.80	118,478.88
5		54,444.00	70,283.20	76,383.84	86,095.36	99,134.88	108,715.36	119,972.32
6		55,300.96	70,601.44	76,789.44	86,719.36	99,889.92	109,145.92	121,465.76
7		56,155.84	70,919.68	77,195.04	87,343.36	100,640.80	109,576.48	122,963.36
8		57,014.88	71,237.92	77,602.72	87,971.52	101,397.92	110,009.12	
9		57,871.84	71,556.16	78,010.40	88,595.52	102,148.80	110,437.60	
10		58,726.72	71,872.32	78,416.00	89,219.52	102,903.84		
11		59,521.28	72,192.64	78,823.68	89,843.52	103,654.72		
12		60,442.72	72,510.88	79,227.20	90,469.60			
13		61,297.60	72,829.12	79,634.88	91,093.60			
14		62,154.56	73,147.36	80,040.48				
15		63,013.60	73,467.68	80,450.24				
16		63,868.48	73,783.84					
17		64,725.44	74,102.08					
18		65,582.40						
19		66,439.36						
20		67,296.32						

Steps	Hourly Probationary Fire Fighter FNCS1	Hourly Fire Fighter FCS1	Hourly Equipment Operator FCS2	Hourly Lieutenant FCS3	Hourly Captain FCS4	Hourly Battalion Chief FCS5	Hourly Division Chief FCS6	Hourly Deputy Chief FCS7
1	$ 23.125	24.528	33.177	35.941	40.192	46.213	51.439	54.805
2		24.939	33.331	36.137	40.491	46.575	51.646	55.523
3		25.351	33.483	36.331	40.792	46.936	51.853	56.242
4		25.763	33.637	36.528	41.092	47.300	52.060	56.961
5		26.175	33.790	36.723	41.392	47.661	52.267	57.679
6		26.587	33.943	36.918	41.692	48.024	52.474	58.397
7		26.998	34.096	37.113	41.992	48.385	52.681	59.117
8		27.411	34.249	37.309	42.294	48.749	52.889	
9		27.823	34.402	37.505	42.594	49.110	53.095	
10		28.234	34.554	37.700	42.894	49.473		
11		28.616	34.708	37.896	43.194	49.834		
12		29.059	34.861	38.090	43.495			
13		29.470	35.014	38.286	43.795			
14		29.882	35.167	38.481				
15		30.295	35.321	38.678				
16		30.706	35.473					
17		31.118	35.626					
18		31.530						
19		31.942						
20		32.354						

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a fire fighter with the City of Lubbock, whether interrupted or uninterrupted, and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters advance through each step annually in FCS1 until reaching the 20th step. Progression through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Biweekly rate=Hourly rate*106. Annual rate=Biweekly rate*26. All conversions are approximate.

Exhibit G - Fire Pay Plan (Kelly Shifts)

Steps	Probationary Fire Fighter FNCS1	Fire Fighter FCS1	Equipment Operator FCS2	Lieutenant FCS3	Captain FCS4	Battalion Chief FCS5	Division Chief FCS6	Deputy Chief FCS7
1	$ 45,523.61	48,285.12	65,311.69	70,752.03	79,120.82	90,972.80		
2		49,095.38	65,614.85	71,137.87	79,709.43	91,686.61		
3		49,905.65	65,614.85	71,520.96	80,301.97	92,397.66		
4		50,715.91	66,215.66	71,906.80	80,892.54	93,114.22		
5		51,526.18	66,518.82	72,292.64	81,483.11	93,825.26		
6		52,339.20	66,819.22	72,675.72	82,073.68	94,539.07		
7		53,146.70	67,119.62	73,058.80	82,664.25	95,250.12		
8		53,959.72	67,422.78	73,444.64	83,258.76	95,966.68		
9		54,772.74	67,723.19	73,830.48	83,849.33	96,677.72		
10		55,580.25	68,020.84	74,216.32	84,439.90	97,391.53		
11		56,332.64	68,324.00	74,602.16	85,030.47	98,102.58		
12		57,203.54	68,627.16	74,982.49	85,623.01			
13		58,013.80	68,927.56	75,368.33	86,213.59			
14		58,824.06	69,227.96	75,751.42				
15		59,637.08	69,531.12	76,140.01				
16		60,447.35	69,831.53					
17		61,257.61	70,131.93					
18		62,067.88						
19		62,880.90						
20		63,691.16						

Steps	Hourly Probationary Fire Fighter FNCS1	Hourly Fire Fighter FCS1	Hourly Equipment Operator FCS2	Hourly Lieutenant FCS3	Hourly Captain FCS4	Hourly Battalion Chief FCS5	Hourly Division Chief FCS6	Hourly Deputy Chief FCS7
1	$ 16.518	17.520	23.698	25.672	28.709	33.009		
2		17.814	23.808	25.812	28.922	33.268		
3		18.108	23.916	25.951	29.137	33.526		
4		18.402	24.026	26.091	29.351	33.786		
5		18.696	24.136	26.231	29.566	34.044		
6		18.991	24.245	26.370	29.780	34.303		
7		19.284	24.354	26.509	29.994	34.561		
8		19.579	24.464	26.649	30.210	34.821		
9		19.874	24.573	26.789	30.424	35.079		
10		20.167	24.681	26.929	30.639	35.338		
11		20.440	24.791	27.069	30.853	35.596		
12		20.756	24.901	27.207	31.068			
13		21.050	25.010	27.347	31.282			
14		21.344	25.119	27.486				
15		21.639	25.229	27.627				
16		21.933	25.338					
17		22.227	25.447					
18		22.521						
19		22.816						
20		23.110						

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a fire fighter with the City of Lubbock, whether interrupted or uninterrupted, and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters advance through each step annually in FCS1 until reaching the 20th step. Progression through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Kelly shift rate (k)=Biweekly rate (40 hour)/112. Annual rate=Biweekly rate*26. All conversions are approximate.

Exhibit H - Position Control Summary

	Budget FY 2015-16
Administrative Services	
City Attorney	16
City Council	-
City Manager	7
City Secretary	12
Facilities Management	16
Finance	30
Human Resources	6
Internal Audit	3
Public Information	7
Total Administrative Services	97
Community Services	
Building Inspection	24
Planning	7
Total Community Services	31
Cultural and Recreation Services	
Library	36
Museums	8
Parks	81
Total Cultural and Recreation Svcs	125
Public Works	
Engineering	17
Streets	36
Traffic	37
Total Public Works	90
Public Safety and Health Services	
Animal Services	24
Codes and Environmental Health	32
Fire	429
Municipal Courts	20
Police	545
Public Health	17
Vector Control	6
Total Public Safety and Health Services	1,073
TOTAL	1,416

Exhibit H - Position Control Summary

	Budget FY 2015-16
Internal Service Funds	
Fleet	17
Health Benefits	3
Information Technology	44
Investment Pool	1
Print Shop/Warehouse	6
Risk Management	6
Total Internal Service Funds	77
Enterprise Funds	
Airport	48
Cemetery	7
Civic Centers	27
Lake Alan Henry	1
Lubbock Power and Light	303
Solid Waste	113
Storm Water	38
Wastewater	76
Water	170
Total Enterprise Funds	783
Special Revenue Funds	
Community Development	14
Economic Development	-
Emergency Management	2
Gateway Streets	-
Juvenile Case Manager	-
Municipal Court	2
Total Special Revenue Funds	18
TOTAL CITY FUNDS	2,294

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

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution – Finance: Consider a resolution ratifying the adoption of the FY 2015-16 budget that raises more tax revenue than was generated in the previous year.

Item Summary

Chapter 102 of the Texas Local Government Code brings into the budget process truth-in-taxation disclosure concepts. Any budget to be enacted after September 1, 2007, that raises more property tax revenue than the previous year requires two votes by the City Council:

a. one vote to adopt the budget; and
b. a separate vote to ratify the property tax revenue increase reflected in the budget.

This resolution addresses (b) as required by Chapter 102 of the Texas Local Government Code.

Fiscal Impact

The FY 2015-16 Operating Budget and Capital Program raises more total property taxes than last year's budget by $9,137,044, or 13.2 percent, and of that amount, $2,316,920 is tax revenue to be raised from new property added to the roll this year.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ratification Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has adopted an FY 2015-16 budget that will raise more property tax revenue than was generated in the previous year; and

WHEREAS, Chapter 102 of the Texas Local Government Code requires the City Council to "ratify" the adoption of a budget that will raise more property tax revenue than was generated in the prior year by a separate vote; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby ratifies the adoption of a FY 2015-16 budget that will raise more property tax revenue than was generated in the previous year.

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

VOTING FOR PASSAGE:	VOTING AGAINST PASSAGE:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Council members present but not voting: _____

Council members absent: _____

****

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy L. Sims
Deputy City Attorney

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

Meeting Date: 09/10/2015

Information

Agenda Item

Ordinance 2nd Reading – Finance: Consider an ordinance setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2015; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

Item Summary

On September 2, 2015, the City Council approved the first reading of the ordinance.

This is the second reading of the ordinance adopting and levying the tax rate for 2015. Prior to considering the ordinance adopting and levying the tax rate, the City Council must consider the ordinance adopting the budget. The second reading adopting the budget is item 7.1 on today's agenda.The property tax is proposed at $0.56573 per $100 valuation. The tax rate is distributed as follows:

General Fund Maintenance and Operation	$0.41991
Interest and Sinking Fund	0.12267
Economic Development	0.02315

Fiscal Impact

The General Fund Maintenance and Operations tax rate will generate $57,587,625; the Interest and Sinking Fund tax rate will generate $16,823,305; and the Economic Development tax rate will generate $3,174,855.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Tax Rate Ordinance

ORDINANCE NO. _____

AN ORDINANCE SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF LUBBOCK, TEXAS, FOR THE YEAR 2015; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED; FIXING THE TIMES IN WHICH SAID TAXES SHALL BE PAID AND ASSESSING PENALTY AND INTEREST FOR NONPAYMENT OF SUCH TAXES WITHIN THE TIME PROVIDED.

WHEREAS, after all notices have been given and hearings held as provided by law, the City Council has determined the tax rate necessary to produce the revenue necessary to operate the affairs of the City of Lubbock for the next fiscal year; NOW THEREFORE:

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

SECTION 1. THAT there shall be levied and assessed upon all property subject to taxation within the City of Lubbock, Texas, for the year 2015 the sum of $0.56573 per One Hundred and No/100s Dollars ($100.00) valuation thereof and the same shall be applied to the various funds in the following manner:

$0.12267 per $100 valuation to the Interest and Sinking Fund;

$0.41991 per $100 valuation to the General Fund; and

$0.02315 per $100 valuation to the Economic Development Fund.

SECTION 2. THAT all ad valorem taxes shall be paid before the first day of February 2016, and taxes not paid by that time shall be increased by such penalty and interest as is provided by Chapter 18 of the Code of Ordinances of the City of Lubbock.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 10.66 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $34.91

(Based on the comparison of the Maintenance and Operations Tax Rate which is the total of the General Fund rate and Economic Development Fund rate above, and the Effective Maintenance and Operations Tax Rate adjusted for Sales Tax)

AND IT IS SO ORDERED

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

VOTING FOR PASSAGE:

_____

_____

_____

_____

_____

_____

_____

VOTING AGAINST PASSAGE:

_____

_____

_____

_____

_____

_____

_____

Council members present but not voting: _____

Council members absent: _____

****

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

VOTING FOR PASSAGE:

_____

_____

_____

_____

_____

VOTING AGAINST PASSAGE:

_____

_____

_____

_____

_____

Council members present but not voting: _____

Council members absent: _____

****

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy L. Sims
Deputy City Attorney

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

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution – Finance: Consider a resolution amending the allocation of the Hotel Occupancy Tax Revenues for FY 2015-16 and distributing receipts, net collection expenses, as authorized in Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock.

Item Summary

Hotel occupancy tax (HOT) receipts are distributed as authorized in Chapter 351 of the Texas Tax Code as directed by the City Council.

The FY 2015-16 Operating Budget includes a change to the FY 2014-15 allocation by increasing the percentage to the Convention and Tourism Bureau, increasing the percentage allocation to the Buddy and Maria Elena Holly Plaza for debt service, decreasing the percentage allocation to the Transfer to CIP – Buddy Holly Center, and the elimination of the allocation to the Coliseum.

Budgeted expenditures have increased $280,000 for FY 2015-16.

The funds received from the hotel occupancy tax shall be distributed as follows:

Entity	Percentage
Convention and Tourism Bureau	45.10808%
Civic Center Operations/Marketing	25.27496%
Visiting Participatory & Spectator Sports Marketing	12.10454%
Civic Lubbock, Inc.	5.92120%
Buddy & Maria Elena Holly Plaza Debt Service	1.38395%
North Overton TIF Conference Center Debt Service	8.73668%
Transfer to CIP - Buddy Holly Center	1.47059%
TOTAL	100.00000%

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Resolution

RESOLUTION

WHEREAS, the City Council of the City of Lubbock, by Ordinance No. 2002-O0049, amended Subsection 18.03.001(b)(2) of the Code of Ordinances of the City of Lubbock to allow for allocation of Hotel Occupancy Tax Revenues by Resolution; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of Lubbock to adjust the current allocation of hotel occupancy tax revenues; NOW THEREFORE,

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

1. THAT the funds received from the tax levied under Section 18.03.001(a) of the Code of Ordinances of the City of Lubbock, net of collection expenses, shall be distributed as follows:

Convention & Tourism Bureau	45.10808 percent
Civic Center Operations/Marketing	25.27496 percent
Visiting Participatory & Spectator Sports Marketing	12.10454 percent
North Overton TIF Conference Center Debt Service	8.73668 percent
Transfer to CIP – Buddy Holly Center	1.47059 percent
Civic Lubbock, Inc.	5.92120 percent
Buddy & Maria Elena Holly Plaza Debt Service	1.38395 percent
Total	100.00000 percent

2. THAT to the extent revenue is collected, each of the above entities will receive 100% of actual revenue at the percentage indicated.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

Amy L. Sims,
Deputy City Attorney

RES Hotel-Motel 15-16 (7.07.15)

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

Meeting Date: 09/10/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0086 for Zone Case 3259, a request of Alejandra Robles, for ADC Inc., for a zoning change from T to C-3 on 2.69 acres of unplatted land out of Block E-2, Section 16, 10609 Slide Road.

Item Summary

On August 27, 2015, the City Council approved the first reading of the ordinance.

General comments:
Request of Alejandra Robles, for ADC Inc., for a zoning change from Transitional, T, to Commercial, C-3, on 2.69 acres of unplatted land out of Block E-2, Section 16, 10609 Slide Road.

Adjacent land uses:
N: A-2 High Density Apartment District - Church on the Rock
S: T Vacant Transitional zoning
E: R-1 Specific Use Single Family Townhomes
W: C-3 Commercial Vacant land across Slide road

Comprehensive Land Use Plan (CLUP):
The request is not consistent with the CLUP. C-3 Commercial should be designated to intersections of major thoroughfares. The 40-acre commercial corners should service residential neighborhoods within a half to one mile radius. The additional commercial is unnecessary because of the additional commercial in the area.

Zoning Policy:
This case is against our long standing policy of not permitting strip commercial between intersections of major thoroughfares. There are currently 66-acres of commercial between 114th Street along the west side of Slide Road, with no break in commercial. There are 23-acres zoned commercial between the request and 98th Street along the east side, along with an existing 18-acres dedicated to a legal non-conforming nursery and a policy 10-acre commercial corner on 114th Street and Quaker Avenue. The City of Lubbock has always been more market driven, and recommendations tend to respect the market, but even if the request is only an additional 2.69 acres along Slide Road,it may be the tipping point which causes more serious detrimental effects along this corridor in the future. Total commercial between 114th Street and 98th Street along Slide is 117-acres almost more than four times as much as policy would recommend.

Effect on the adjacent street and thoroughfare system:
With the church and the proposed additional C-3 zoning along a major thoroughfare, traffic along Slide Road will begin to slow. The additional curb cuts along Slide Road will cause traffic to back up and it will be similar to 34th street between Avenue Q and Indiana Avenue.

Recommendations:
Based on the CLUP and the abundance of commercial along Slide Road, staff could not support the request and

recommended denial of the case.

On August 6, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote, with no conditions.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 3259
Backup - 3259

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. 3259;** A ZONING CHANGE FROM **T** TO **C-3** ZONING DISTRICT ON **2.69 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 16,** 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. 3259

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-3** zoning district on **2.69 acres of**

unplatted land out of Block E-2, Section 16, City of Lubbock, Lubbock County, Texas, located at **10609 Slide Road**, 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/ZC3259
August 6, 2015

Plat and Field Notes

on a 2.239 Acre Tract out of Section 16, Block E-2, Lubbock County, Texas

Scale: 1"=60'

Surveyed For: Church on the Rock

Surveyor's Report

This Plat is based on a survey made on the ground September March 13, 2015.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record Dignity unless so noted.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This survey was prepared without the benefit of a Title Commitment. Easements and/or Restrictions other than those shown may apply.

Bearings are based on the Texas North Central Zone Coordinate System, NAD 83.

Combined Scale Factor: 0.9997513

- ● Set 1./2" Rod with Green Cap (RPLS 4460)
- ⊙ Fd. TXDOT Aluminum monument
- O Fd. 1/2" Rod With Orange Cap Marked RPLS 4460
- MR Monument of Record Dignity
- CCFN Lubbock County Clerk File Number
- G Grid Dimension
- S Surface Dimension

FIELD NOTES on a 2.239 Acre Tract out of Section 16, Block E-2, Lubbock County, Texas and out of the tract described in Volume 9596, Page 255, Lubbock County Official Public Records and being further described by metes and bounds as follows:

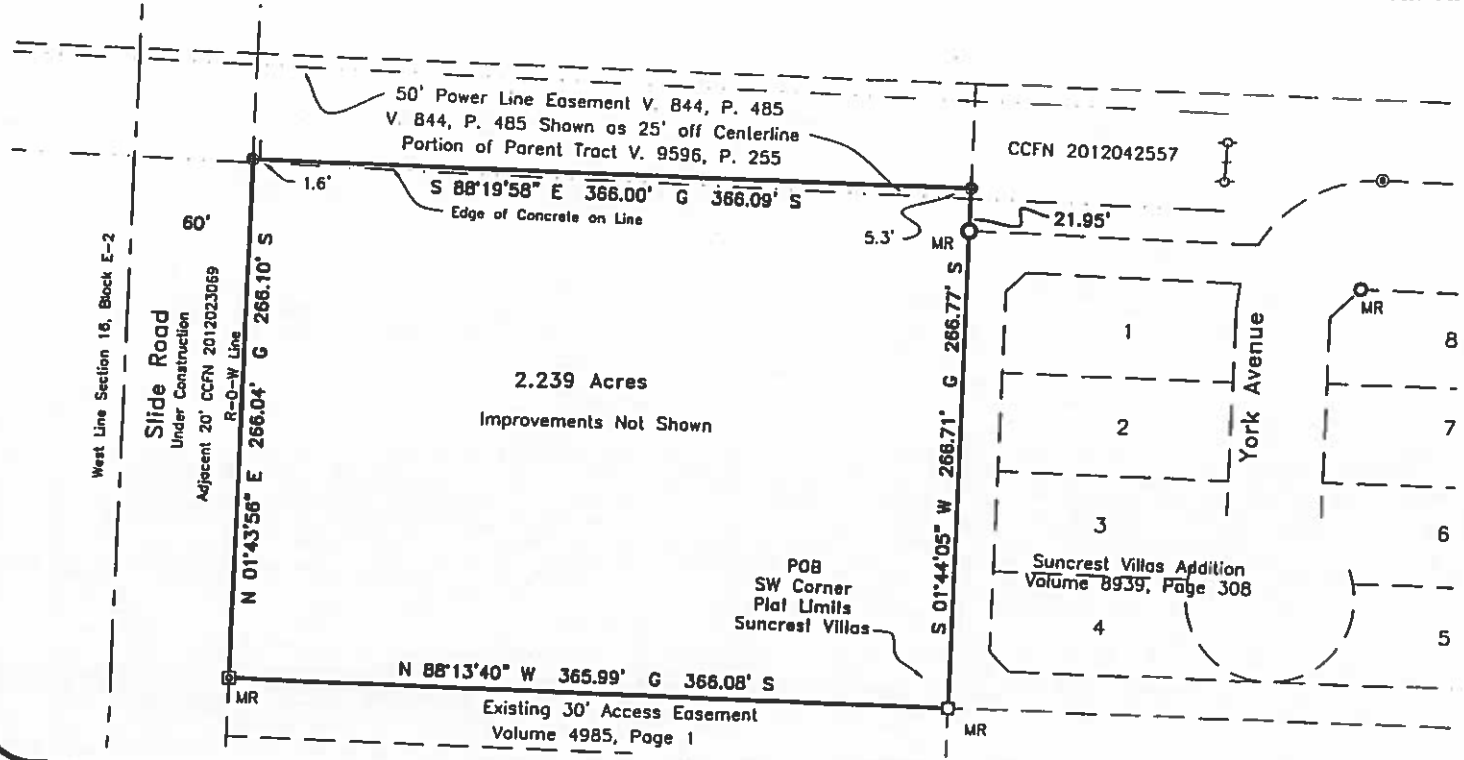
BEGINNING at a found 1/2" rod for the Southwest corner of the Plat limits of Suncrest Villas, as recorded in Volume 8939, Page 308, Lubbock County Official Public Records for the Southeast corner of this tract;

THENCE N 88°13'40" W (Texas North Central Zone Bearing Basis), with the North line of the tract described in Volume 4985, Page 1, Lubbock County Real Property Records, 366.08 feet to a found TXDOT Aluminum Monument in the East Right of Way line of Slide Road for the Southwest corner of this tract;

THENCE N 01°43'56" E, with the East line Slide Road, 266.10 feet to a set 1/2" rod with green cap marked RPLS 4460 for the Northwest corner of this tract;

THENCE S 88°19'58" E, with the South edge of a concrete parking lot, 366.09 feet to a set 1/2" rod with cap for the Northeast corner of this tract,

THENCE S 01°44'05" E, at 21.95 feet pass a found rod with orange cap at the Northwest corner of an alley continuing with the West line of the Plat Limits of Suncrest Villas Addition, 266.77 feet to the Place of Beginning and containing 2.239 Acres including any Right of Way.



J.M. CIESZINSKI, RPLS # 4460

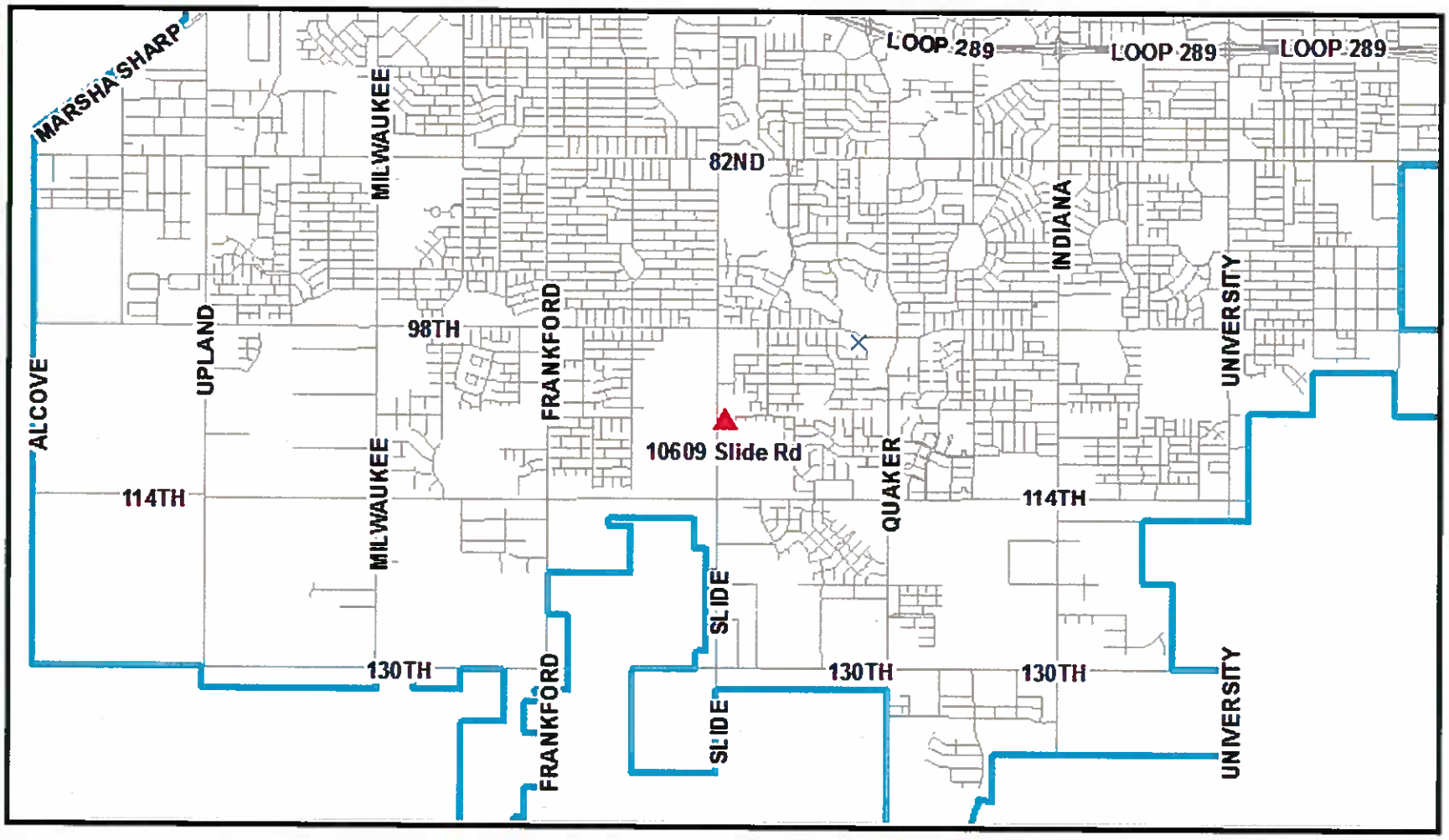
PLAT SHOWN AS SURVEYED ON THE GROUND

March 14, 2015

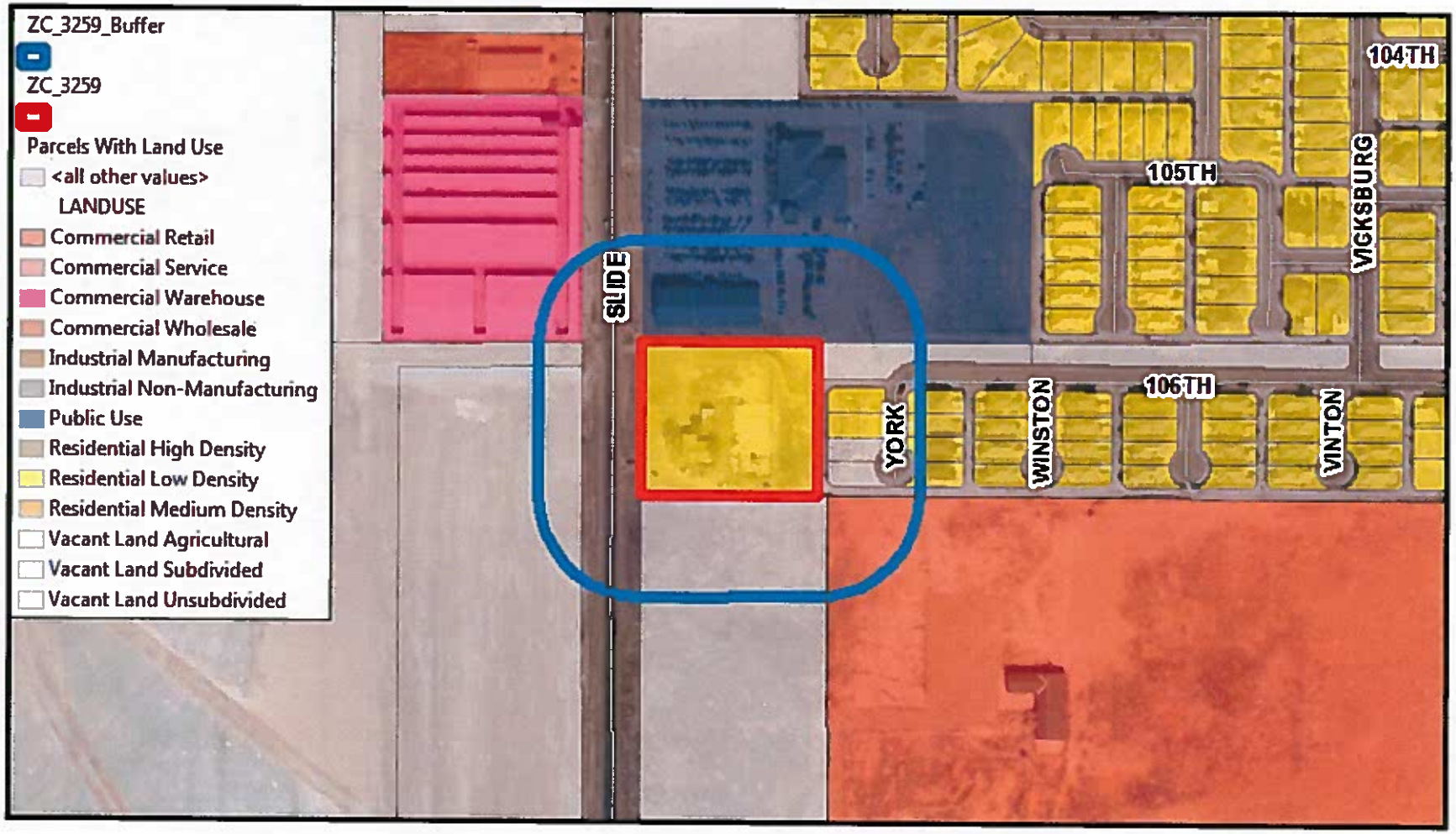
ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7870
Count on It

TEXAS SURVEYING NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

S:\COORDINATES Projects\CHURCH ON THE ROCK\STAKE OUT\Church on the Rock March 2015.dwg, 3/14/2015 12:53:43 PM, SHARP MX-2300N PCL6 1x17 pc3

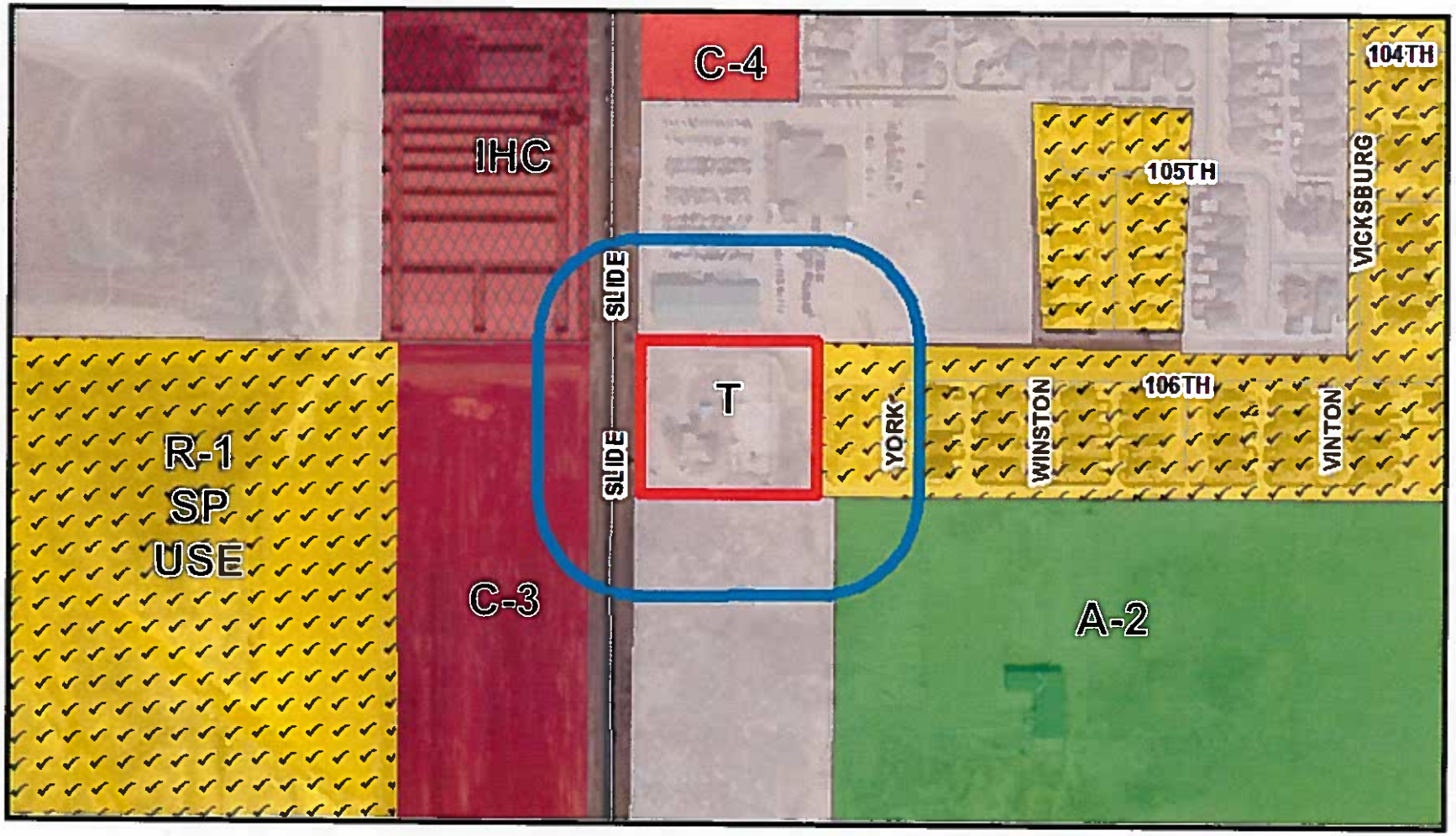


P.Z.C. Case 3259



P.Z.C. Case 3259

Request of Alejandra Robles (for ADC Inc.) for a zoning change from T to C-3, 10609 Slide Road



P.Z.C. Case 3259 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Alejandra Robles

4417 71st Street, STE. 41
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806) 793.33.17
Telephone

For ADC INC.

4417 71st Street, STE. 41
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806) 793.33.17
Telephone

Location or Address: 10609 Slide Rd.

Legal Description:* Block E2 SEC 16 AB 745 TR2& 2B OF S/2 AC 2.69

Existing Land Use: Residential **Existing Zoning:** T- Transition District

Acreage or Square Footage of Property: 2.69 Acreage

Zoning Requested: C3 General Retail District

Proposed Development: Retail golf store, small bakery, tea to go place, possibly small boutique retail.

If property is not subdivided, will preliminary plat be submitted? Yes X No

Alejandra Robles
Applicant's Signature

June 29, 2015
Date

alejandra@adc-group.com

Filing Fee: 481.00 pd 6/30/15
(S475.00 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: 74997 map 41

Zone Case No.: 3259 **Agenda No.:**

Request for zoning change from: T **To:** C-3

2.69 acres of unplatted land out of block E-2 section 16

on Lot(s): — **Block(s):**

Subdivision: — **Address:** 10609 Slide rd

VS

SP1.0
ADC | The Design Build Group
A NEW RETAIL DEVELOPMENT FOR:
10609 SLIDE ROAD
SLIDE ROAD
TOTAL DEVELOPED SITE 15,320 SQ.FT.
PROPOSED RETAIL CENTER
PAD AREA FOR FUTURE RESTAURANT
NORTH
GRAPHIC SCALE
01 SITE DEVELOPMENT PLAN
SCALE: 1" = 30'-0"

Plat and Field Notes

on a 2.239 Acre Tract out of Section 16, Block E-2, Lubbock County, Texas

Scale: 1"=60'

Surveyed For: Church on the Rock

Surveyor's Report

This Plat is based on a survey made on the ground September March 13, 2015.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record Dignity unless so noted.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This survey was prepared without the benefit of a Title Commitment. Easements and/or Restrictions other than those shown may apply.

Bearings are based on the Texas North Central Zone Coordinate System, NAD 83.

Combined Scale Factor: 0.9997513

- ● Set 1/2" Rod with Green Cap (RPLS 4460)
- ⊙ Fd. TXDOT Aluminum monument
- O Fd. 1/2" Rod With Orange Cap Marked RPLS 4460

MR Monument of Record Dignity
CCFN Lubbock County Clerk File Number
G Grid Dimension
S Surface Dimension

FIELD NOTES on a 2.239 Acre Tract out of Section 16, Block E-2, Lubbock County, Texas and out of the tract described in Volume 9598, Page 255, Lubbock County Official Public Records and being further described by metes and bounds as follows:

BEGINNING at a found 1/2" rod for the Southwest corner of the Plat limits of Suncrest Villas, as recorded in Volume 8938, Page 308, Lubbock County Official Public Records for the Southeast corner of this tract;

THENCE N 88°13'40" W (Texas North Central Zone Bearing Base), with the North line of the tract described in Volume 4985, Page 1, Lubbock County Real Property Records, 368.08 feet to a found TXDOT Aluminum Monument in the East Right of Way line of Slide Road for the Southwest corner of this tract;

THENCE N 01°43'56" E, with the East line Slide Road, 266.10 feet to a set 1/2" rod with green cap marked RPLS 4460 for the Northwest corner of this tract;

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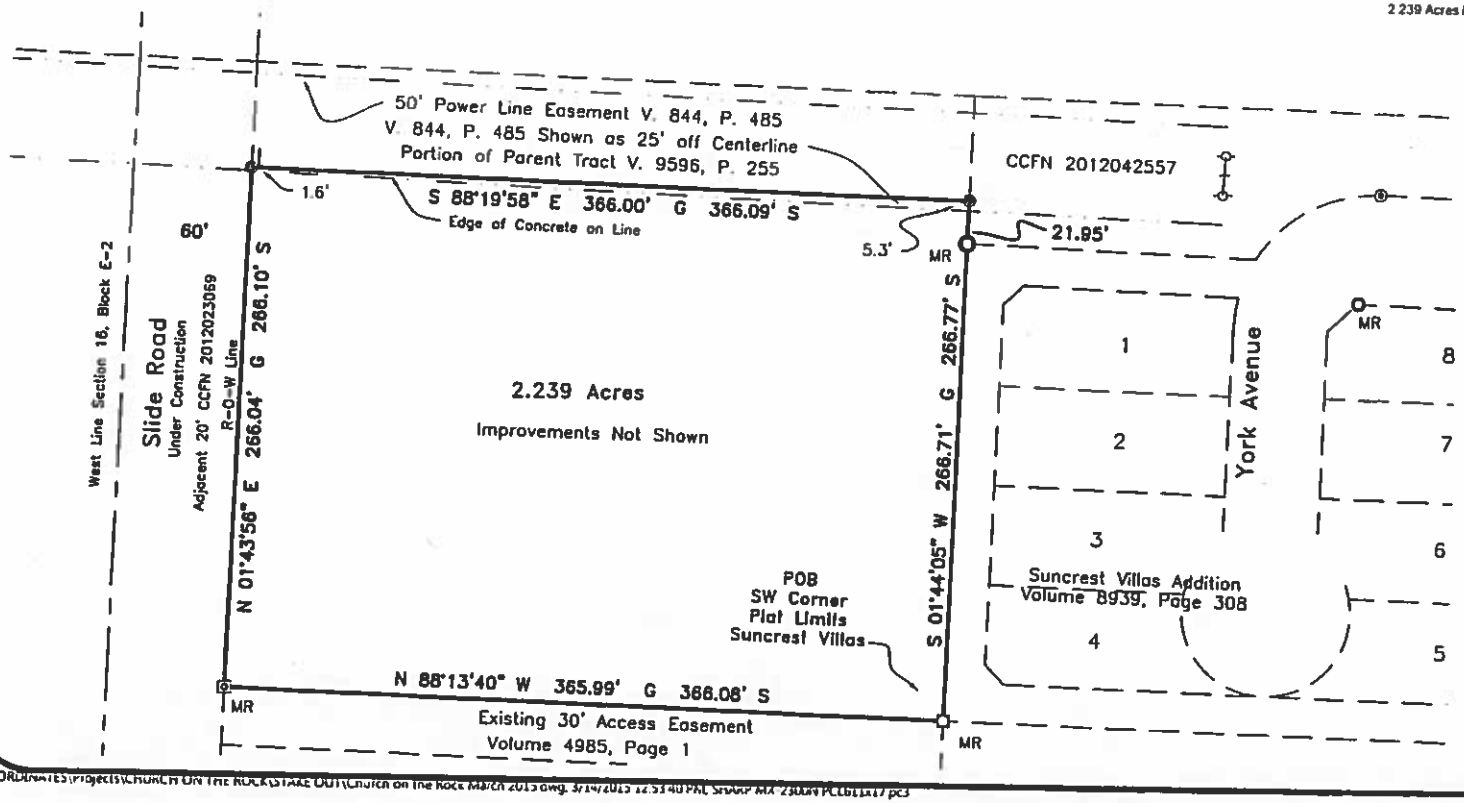

J.M. CIESZINSKI, RPLS # 4460

PLAT SHOWN AS SURVEYED ON THE GROUND

March 14, 2015

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It

TEXAS SURVEYING NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4388

S:\COORDINATES\Projects\CHURCH ON THE ROCK\STAKE OUT\Church on the Rock March 2015.dwg, 3/14/2015 12:53:40 PM, Sysop, MX 23024, PCDILE47.pc3

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Combined Scale Factor: 0.9997513

Plat and Field Notes

on a 2.239 Acre Tract out of Section 16, Block E-2, Lubbock County, Texas

Scale: 1"=60'

Surveyed For: Church on the Rock

- ● Set 1./2" Rod with Green Cap (RPLS 4460)
- ⊙ Fd. TXDOT Aluminum monument
- O Fd. 1/2" Rod With Orange Cap Marked RPLS 4460
- MR Monument of Record Dignity
- CCFN Lubbock County Clerk File Number
- G Grid Dimension
- S Surface Dimension

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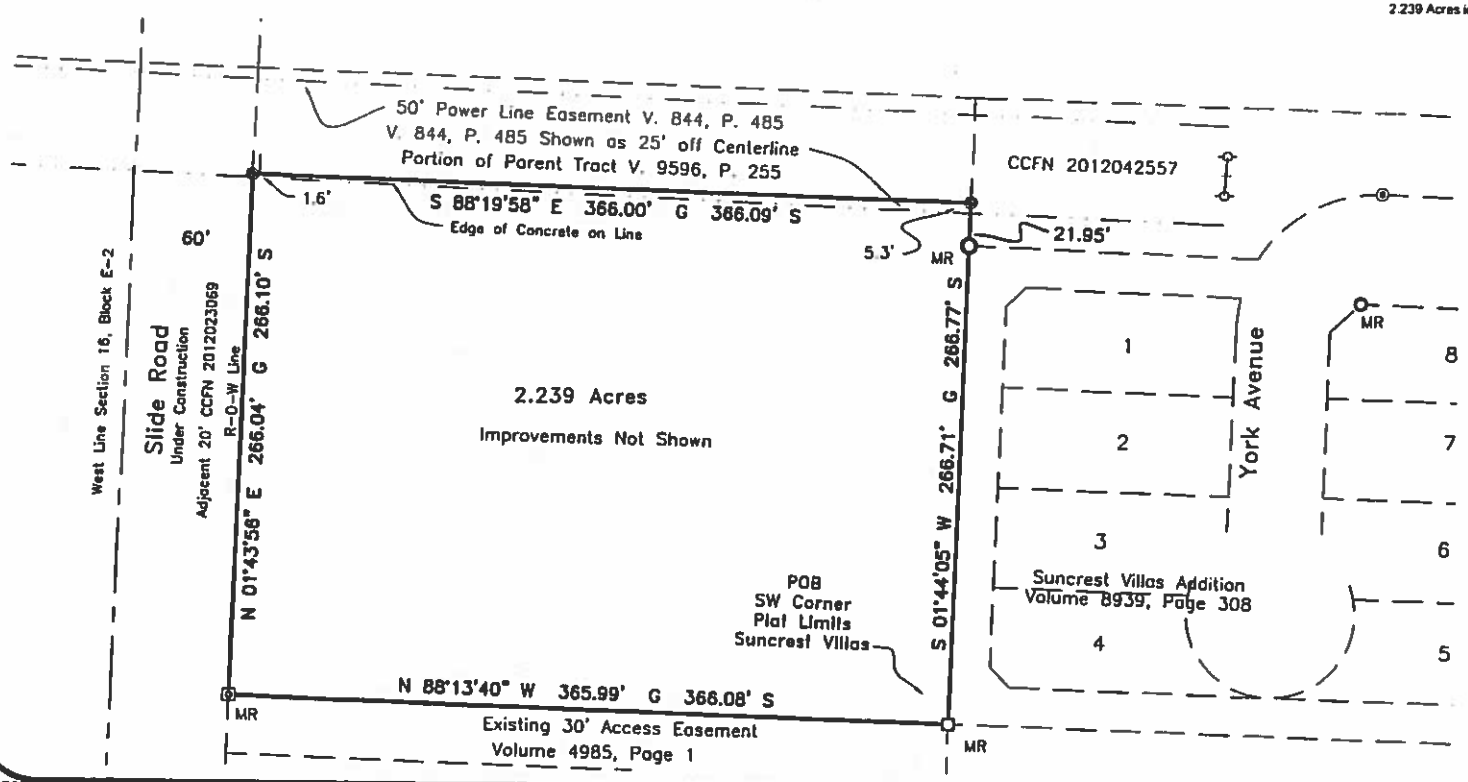
THENCE S 88°19'58" E, with the South edge of a concrete parking lot, 366.09 feet to a set 1/2" rod with cap for the Northeast corner of this tract;

THENCE S 01°44'05" E, at 21.95 feet pass a found rod with orange cap at the Northwest corner of an alley continuing with the West line of the Plat Limits of Suncrest Villas Addition, 266.77 feet to the Place of Beginning and containing 2.239 Acres including any Right of Way.



J.M. CIESZINSKI, RPLS # 4460

PLAT SHOWN AS SURVEYED ON THE GROUND

March 14, 2015

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7870
Count on It

TEXAS SURVEYING NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4388

S:\COORDINATES Projects\CHURCH ON THE ROCK\STAKE OUT\Church on the Rock March 2015.dwg, 3/14/2015 12:53:40 PM, SHARP MX-2308N PCL6 Ux17 pc3

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

Meeting Date: 09/10/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0087 for Zone Case 3245-A, a request of AMD Engineering, LLC, for Dr. Jewell Davis, for a zoning change from T to GO on 3.529 acres of unplatted land out of Block E-2, Section 17, 4109 112th Street.

Item Summary

On August 27, 2015, the City Council approved the first reading of the ordinance.

General comments:
The request is to rezone 3.5 acres of land from T, Transitional, to GO for a garden office complex.

Adjacent land uses:
To the north and east are single family homes. There is vacant commercial to the west and an existing convenience store southwest of the property. The City of Lubbock Fire Station No. 16 is south of this property.

Comprehensive Land Use Plan (CLUP):
The request for GO zoning in this location is consistent with the CLUP. Based on the standard CLUP, this area would be eligible for commercial zoning.

Zoning Policy:
With previous amendments to the CLUP for larger than typical commercial zoning on the other three corners of this intersection at 114th Street and Quaker Avenue, commercial zoning would not be a good fit in this location. Additionally, due to the proximity of residential property, the GO as a buffer district is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:
There should be minimal effect on the thoroughfare system from this zone change.

Recommendations:
Staff recommends the case for approval.

On August 6, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. Waive screening fence on north and east side of property.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 3245

Backup - 3245

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. 3245-A;** A ZONING CHANGE FROM **T** TO **GO** ZONING DISTRICT ON **3.529 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 17,** 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. 3245-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **GO** zoning district on **3.529 acres of unplatted land out of Block E-2, Section 17,** City of Lubbock, Lubbock County, Texas located at **4109 112th 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 requirement for a screening fence on the north and east side of property 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/ZC3245-A
August 6, 2015

Rezone to GARDEN OFFICE

METES AND BOUNDS DESCRIPTION of a 3.529 acre tract of land located in Section 17, Block E2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears N 00°12'02" E an approximate distance of 755.05 feet and N 89°51'15" E an approximate distance of 274.84' from the Southwest corner of Section 17, Block E2, Lubbock County, Texas;

THENCE N 89°51'15" E an approximate distance of 218.17 feet;

THENCE Southeasterly along a curve to the right having a radius of 570 feet, and arc length of 208.55 feet, a central angle of 20°57'47", a chord distance of 207.39 feet, and a chord bearing of S 79°39'52" E;

THENCE S 23°11'00" E an approximate distance of 21.11 feet;

THENCE S 22°04'55" W an approximate distance of 146.00 feet;

THENCE Southwesterly along a curve to the left having a radius of 600 feet, and arc length of 217.84 feet, a central angle of 90°05'18", a chord distance of 216.64 feet, and a chord bearing of S 11°40'52" W;

THENCE S 89°51'15" W an approximate distance of 241.08 feet;

THENCE N 00°11'44" W an approximate distance of 27.04 feet;

THENCE S 89°51'15" W an approximate distance of 80.00 feet;

THENCE N 00°11'44" W an approximate distance of 400.00 feet to the Point of Beginning and containing approximately 3.529 acres, including any easements.

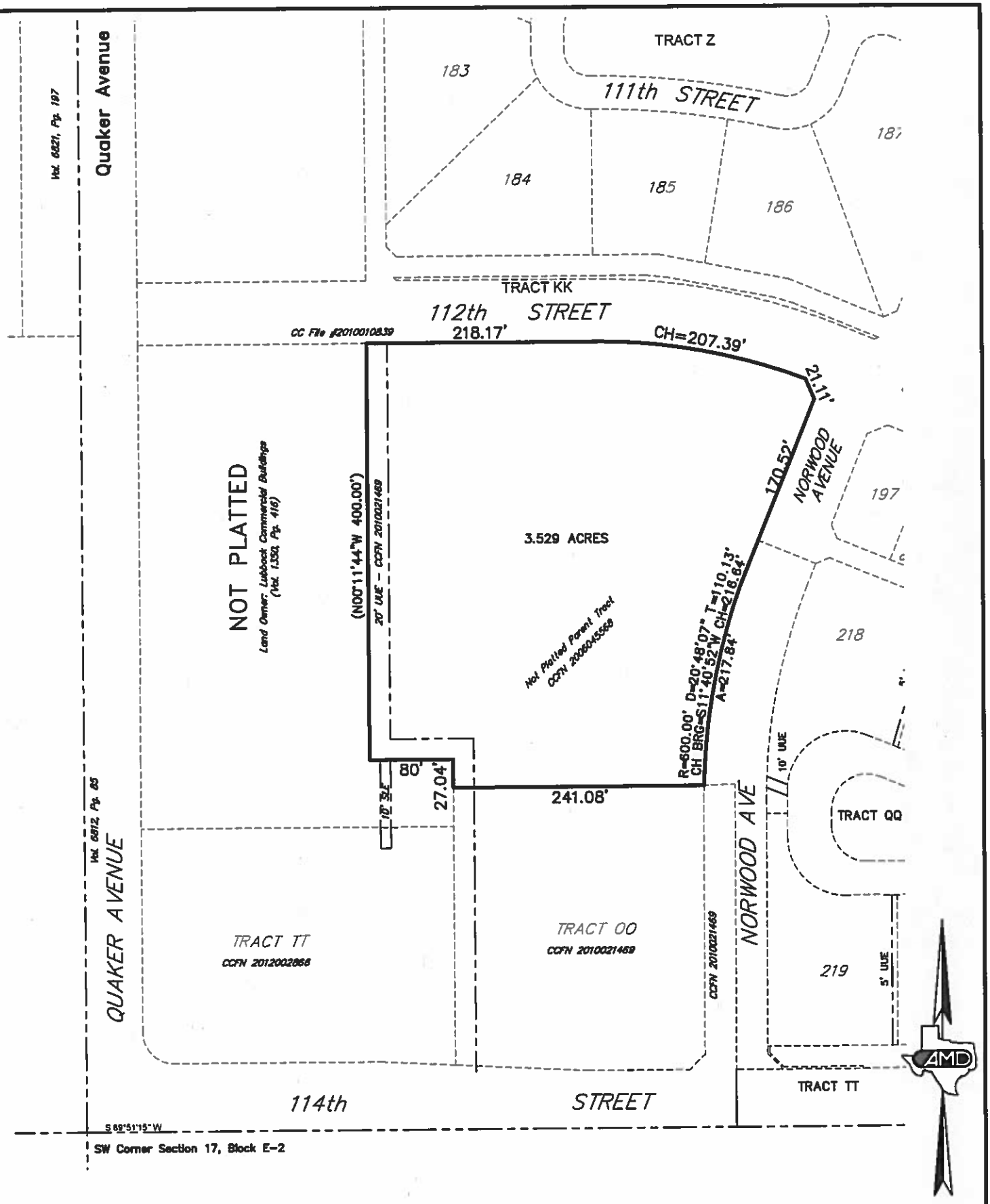
PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Dr. Jewell Davis
July 13, 2015

2807 74th Street, Suite 8
Lubbock, Texas 79423

TBPE Reg. # F-9197
www.amdeng.com

Office: (806) 771-5976
Fax: (806) 771-7625

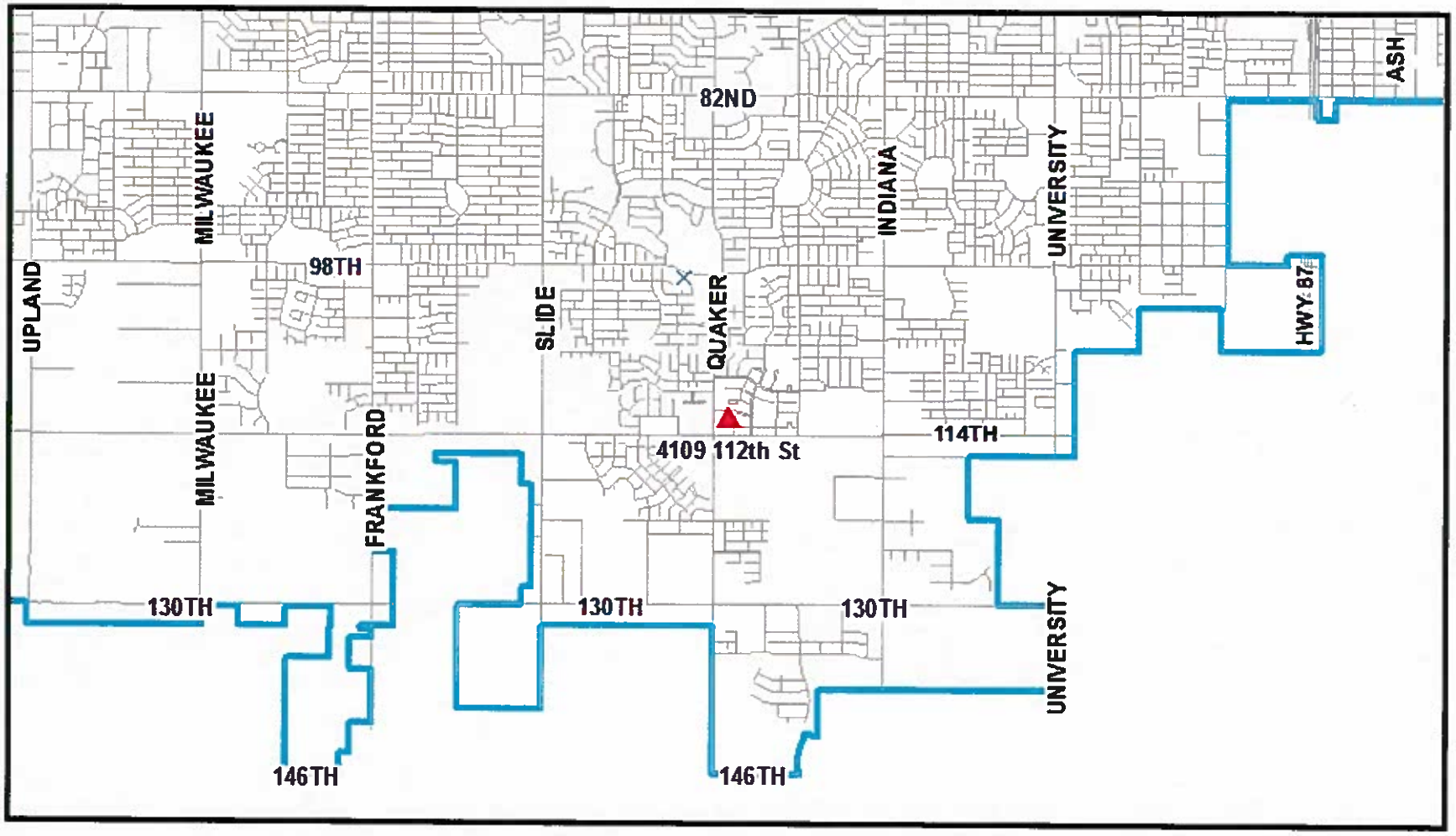


ZONE CHANGE REQUEST FOR GARDEN OFFICE

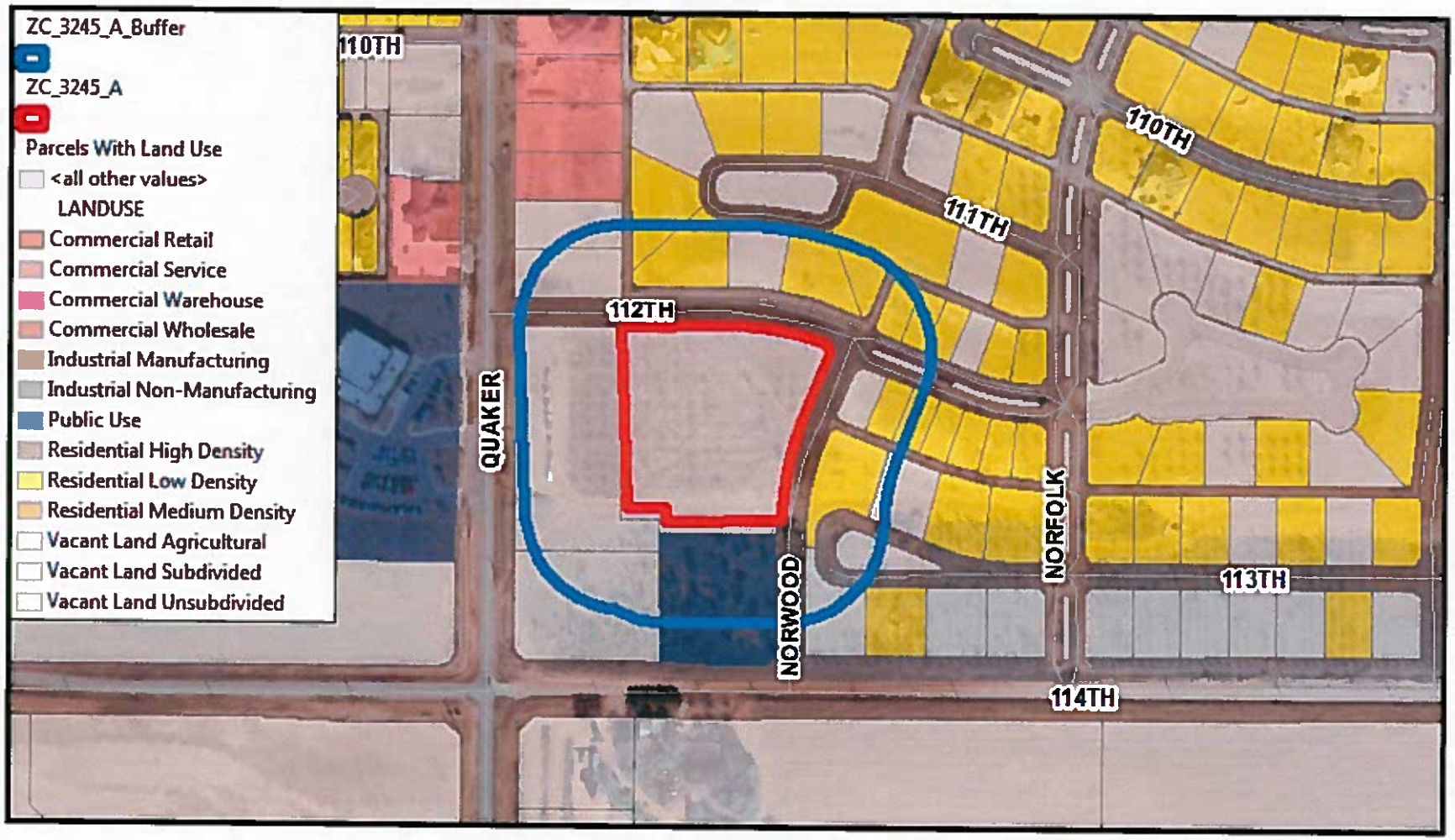
ORCHARD OFFICE PARK

Section 17, Block "E-2"

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite 8
Lubbock, TX 79423
Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

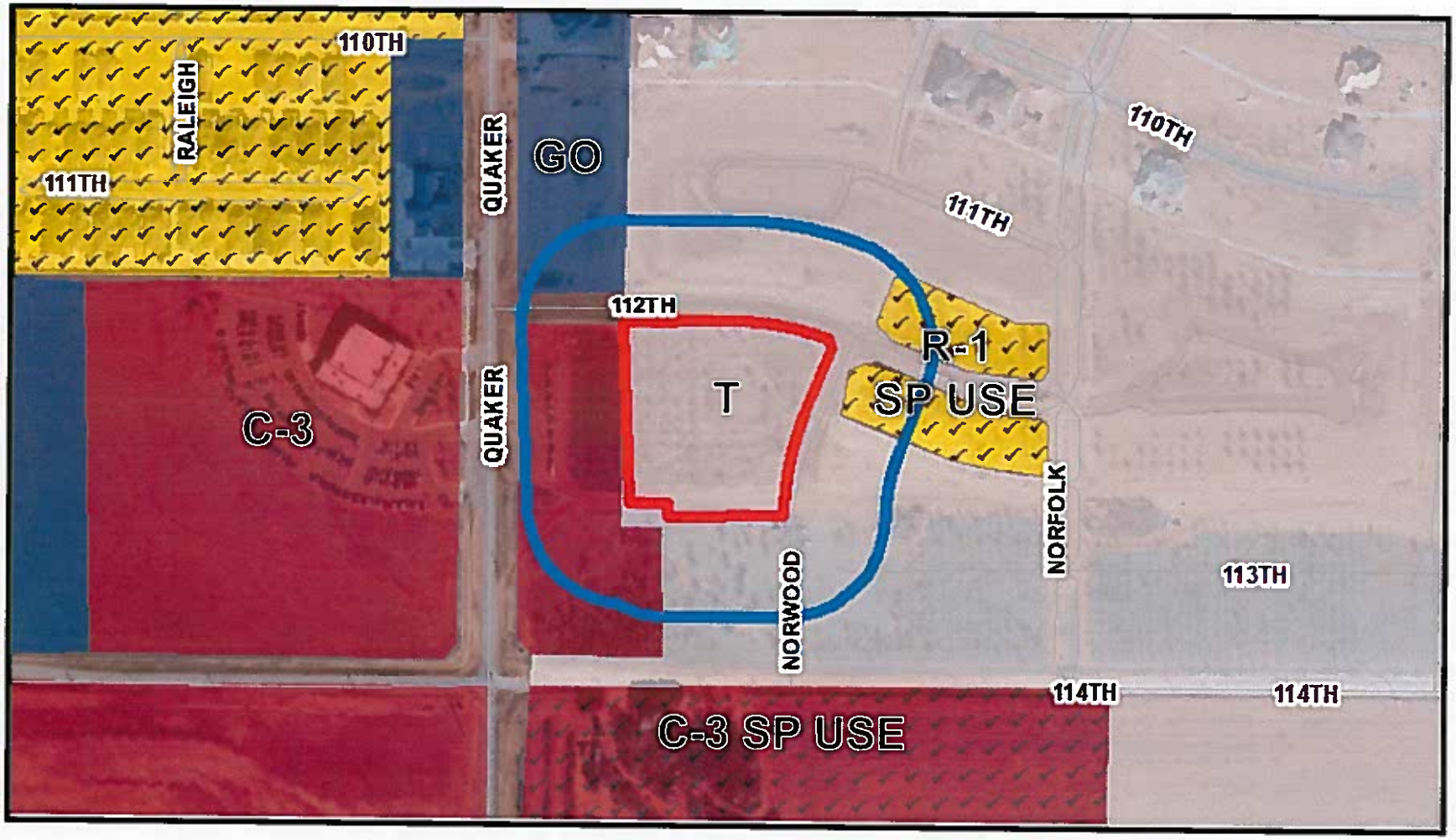


P.Z.C. Case 3245-A



P.Z.C. Case 3245-A

Request of AMD Engineering, LLC (for Dr. Jewell Davis) for a zoning change from T to GO, 4109 112th Street



P.Z.C. Case 3245-A Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) **AMD Engineering, LLC**

2807 74th Street, Ste. 8
Street/Post Office Box

Lubbock | TX | 79423
City | State | Zip

(806) 771-5976
Telephone

For Dr. Jewell Davis

PO Box 64446
Street/Post Office Box

Lubbock | TX | 79464
City | State | Zip

(806) 789-7909
Telephone

Location or Address: 112TH Street and Norwood Avenue

Legal Description:* See Attached

Existing Land Use: Vacant / Ag

Existing Zoning: T

Acreage or Square Footage of Property: 3.529 acres

Zoning Requested: Garden Office (no screen wall requested along Norwood Avenue or 112th Street adjacent to existing residential zoned property)

Proposed Development: Garden Homes

If property is not subdivided, will preliminary plat be submitted? Yes X No

Applicant's Signature

July 13, 2015
Date

Filing Fee: $484
($475.00 for the first acre; $3.00 for each additional acre)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

M+B map 41

Zone Case No.: 325-A

Agenda No.:

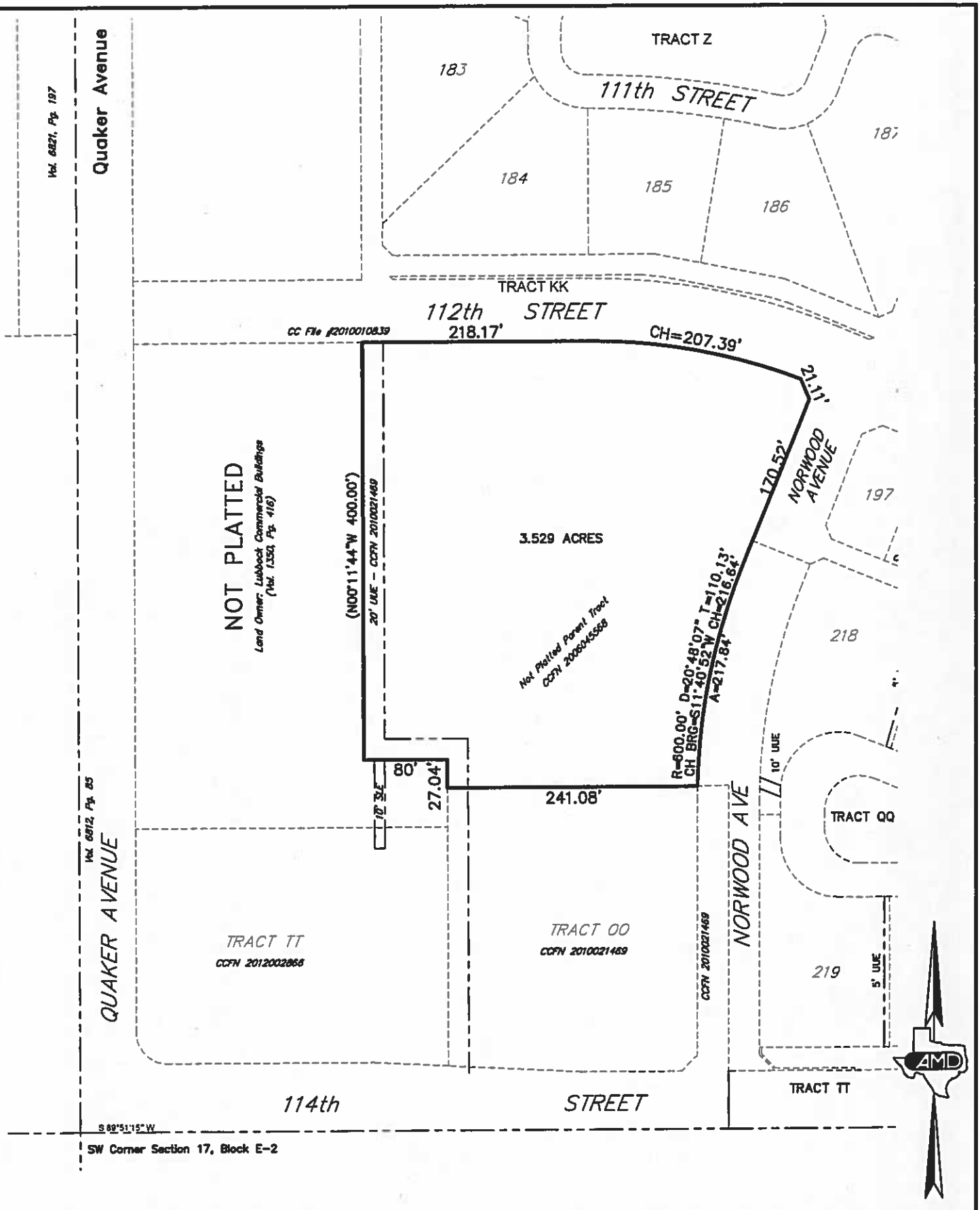
Request for zoning change from: T **To:** GO

on 3.524 Acres of unplatted land out of block E-2 section 17

on Lot(s) , **Block(s)** ,

Addition **(Address:** 4109 112th St).

VS



ZONE CHANGE REQUEST FOR GARDEN OFFICE

ORCHARD OFFICE PARK

Section 17, Block "E-2"

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite 8
Lubbock, TX 79423
Phone: 806-771-5976
Fax: 806-771-7625
TBPE Reg. # F-9197
Accuracy - Efficiency - Integrity

Rezone to GARDEN OFFICE

METES AND BOUNDS DESCRIPTION of a 3.529 acre tract of land located in Section 17, Block E2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears N 00°12'02" E an approximate distance of 755.05 feet and N 89°51'15" E an approximate distance of 274.84' from the Southwest corner of Section 17, Block E2, Lubbock County, Texas;

THENCE N 89°51'15" E an approximate distance of 218.17 feet;

THENCE Southeasterly along a curve to the right having a radius of 570 feet, and arc length of 208.55 feet, a central angle of 20°57'47", a chord distance of 207.39 feet, and a chord bearing of S 79°39'52" E;

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THENCE S 89°51'15" W an approximate distance of 80.00 feet;

THENCE N 00°11'44" W an approximate distance of 400.00 feet to the Point of Beginning and containing approximately 3.529 acres, including any easements.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Dr. Jewell Davis
July 13, 2015

2807 74th Street, Suite 8
Lubbock, Texas 79423

TBPE Reg. # F-9197
www.amdeng.com

Office: (806) 771-5976
Fax: (806) 771-7625

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

2

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.:** ***3245-A***

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
AUG – 3 REC'D
PLANNING DEPARTMENT

Print Name Karen Eustace

Signature: _____

Address: 4013 112th Street (P.O. Box 53838 79453)

Address of Property Owned: 4013 112th Street

17 of 19

Zone Case Number: **3245-A** 91711
EUSTACE RANDALL & KAREN
PO BOX 53838

LUBBOCK TX 79453-3838

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.: 3245-A**

In Favor of X

Opposed ____

Reasons and/or Comments:

RECEIVED
JUL 29 REC'D
PLANNING DEPARTMENT

Print Name Larry C. Allen - Peoples Bank

Signature: [signature]

Address: 5820-82nd St. Lubbock, Tx. 79424

Address of Property Owned: NE Corner of 112th & Quaker

9 of 19

Zone Case Number: 3245-A 92799
PEOPLES BANK
5820 82ND ST

LUBBOCK TX 79424

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

Meeting Date: 09/10/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0088 for Zone Case 2278-D, a request of James H. Dirks, for W.W. Butler J. Trust No. 1, for a zoning change from C-2 to C-2 Specific Use for a veterinary clinic on .0573 acres on Lot 1, Butler 98th and Slide Addition, 5212 98th Street.

Item Summary

On August 27, 2015, the City Council approved the first reading of the ordinance.

General comments:
This request is to rezone a portion of an existing shopping center to allow for an addition to an existing veterinary clinic. In early 2013, prior to construction, there was a request for a portion of this shopping center to include a vet clinic. In April of 2014, there was a zone case for a proposed expansion to have indoor kennels and the clinic has now seen a need for additional square footage to expand their business.

Adjacent land uses:
N: C-2 Generic Retail
S: 98th Street/ Commercial
E: C-2 CVS Pharmacy
W: R-1 Residential Single Family

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP and is an expansion on an existing use of the property which has not caused harm to the area.

Zoning Policy:
A veterinary clinic is permitted under a specific use zoning case in a commercial district. There will be no outside activity or kennels except for a dog run.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
Staff recommends the request for approval with the following conditions:
1. That the zone change be tied to the site plan.

On August 6, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That the zone change be tied to the site plan.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 2278

Backup - 2278

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. 2278-D;** A ZONING CHANGE FROM **C-2** TO **C-2 SPECIFIC USE** FOR **A VETERINARY CLINIC**, ON **.0573 ACRES ON LOT 1, BUTLER 98TH AND SLIDE ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2278-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-2 Specific Use** for **a veterinary clinic** on **.0573 acres on Lot 1, Butler 98th and Slide Addition,** City of Lubbock, Lubbock County, Texas, located at **5212 98th Street,** and being further described as follows, subject to conditions:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the zone change be tied to the site plan.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5212 98th Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC2278-D
August 6, 2015

METES AND BOUNDS DESCRIPTION of a 0.0573 acre tract of land being a portion of Lot 1, Butler 98th and Slide Addition to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of this tract which bears South an approximate distance of 60.6 feet and West an approximate distance of 40.0 feet from the Northeast corner of Lot 1, Butler 98th and Slide Addition to the City of Lubbock, Lubbock County, Texas;

THENCE South an approximate distance of 96.0 feet to a point for the Southeast corner of this tract;

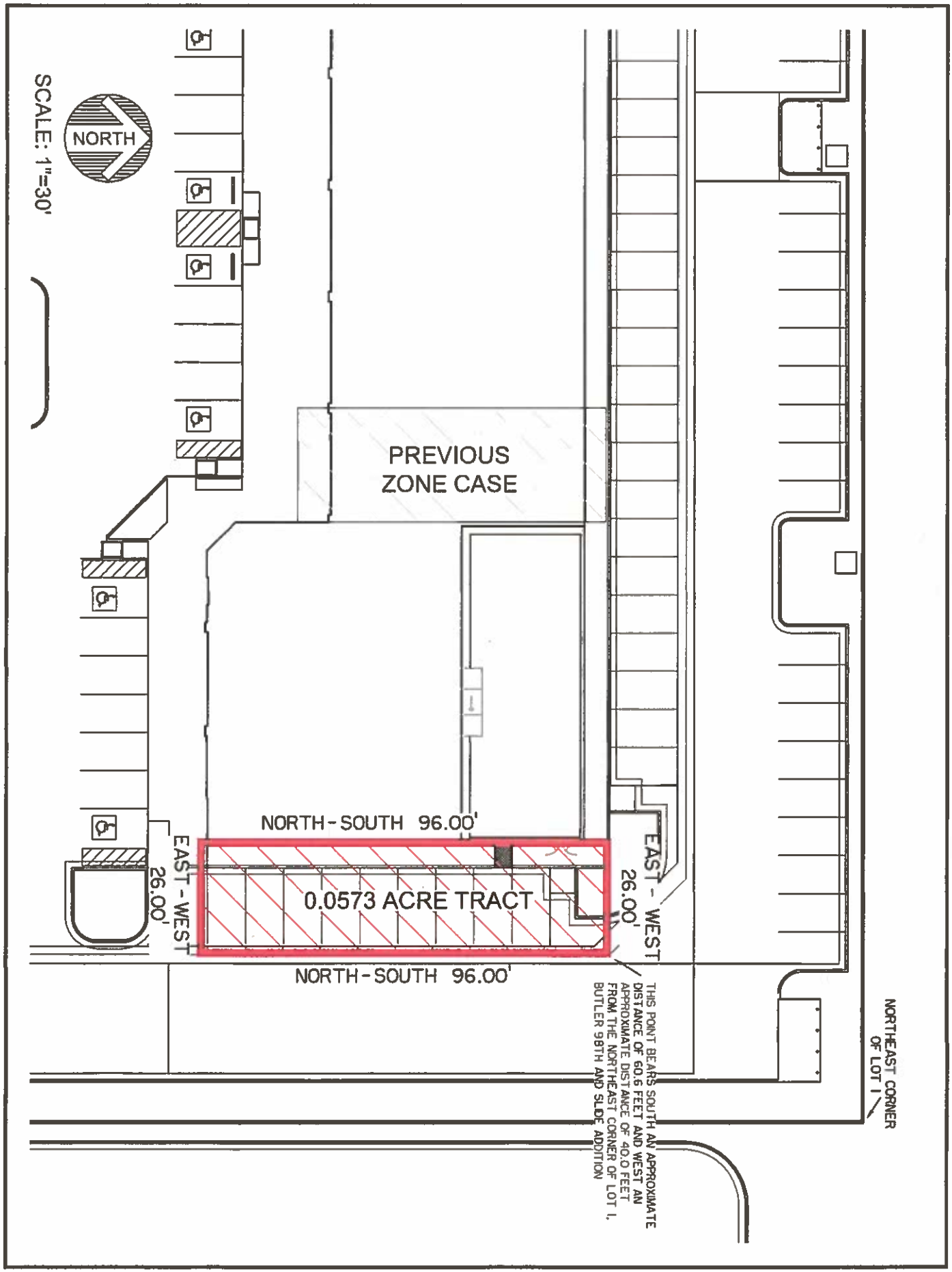
THENCE West an approximate distance of 26.0 feet to a point for the Southwest corner of this tract;

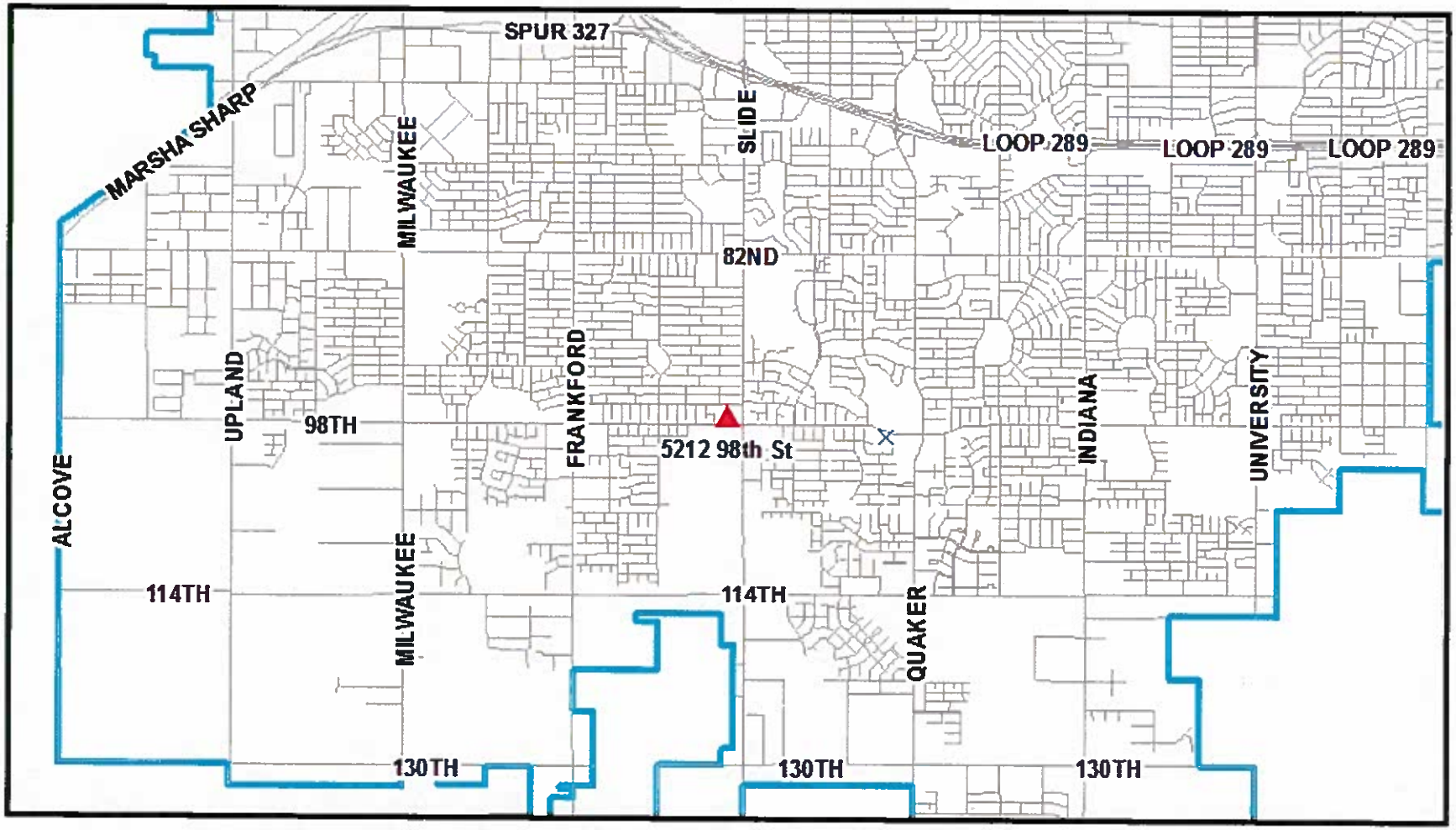
THENCE North an approximate distance of 96.0 feet to a point for the Northwest corner of this tract;

THENCE East an approximate distance of 26.0 feet to the Point of Beginning.

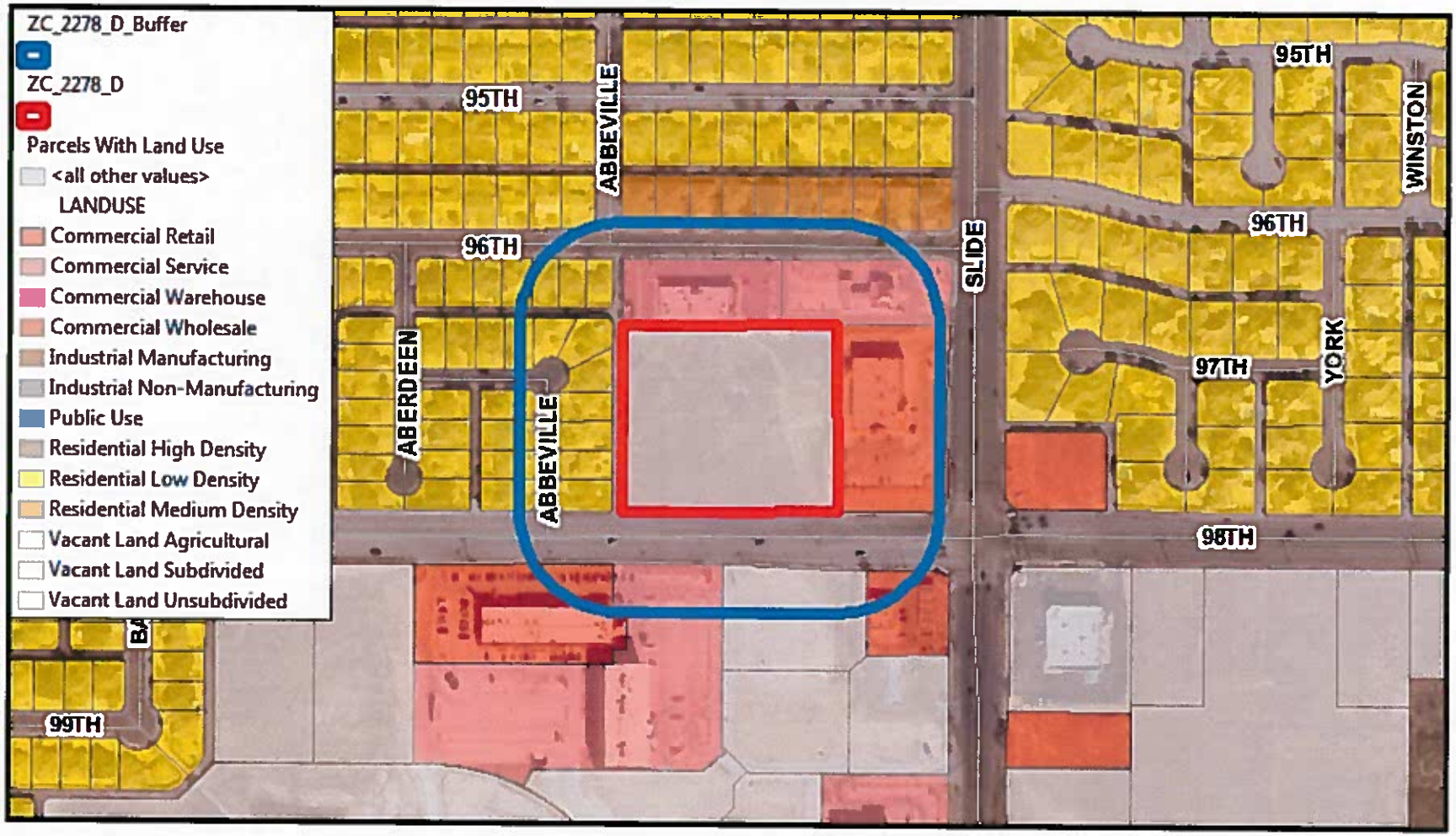
Contains: Approximately 0.0573 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.


SCALE: 1"=30'
NORTH
PREVIOUS
ZONE CASE
NORTH - SOUTH 96.00'
EAST - WEST
26.00'
0.0573 ACRE TRACT
NORTH - SOUTH 96.00'
EAST - WEST
26.00'
THIS POINT BEARS SOUTH AN APPROXIMATE DISTANCE OF 60.6 FEET AND WEST AN APPROXIMATE DISTANCE OF 40.0 FEET FROM THE NORTHEAST CORNER OF LOT 1, BUTLER 98TH AND SLOE ADDITION
NORTHEAST CORNER OF LOT 1

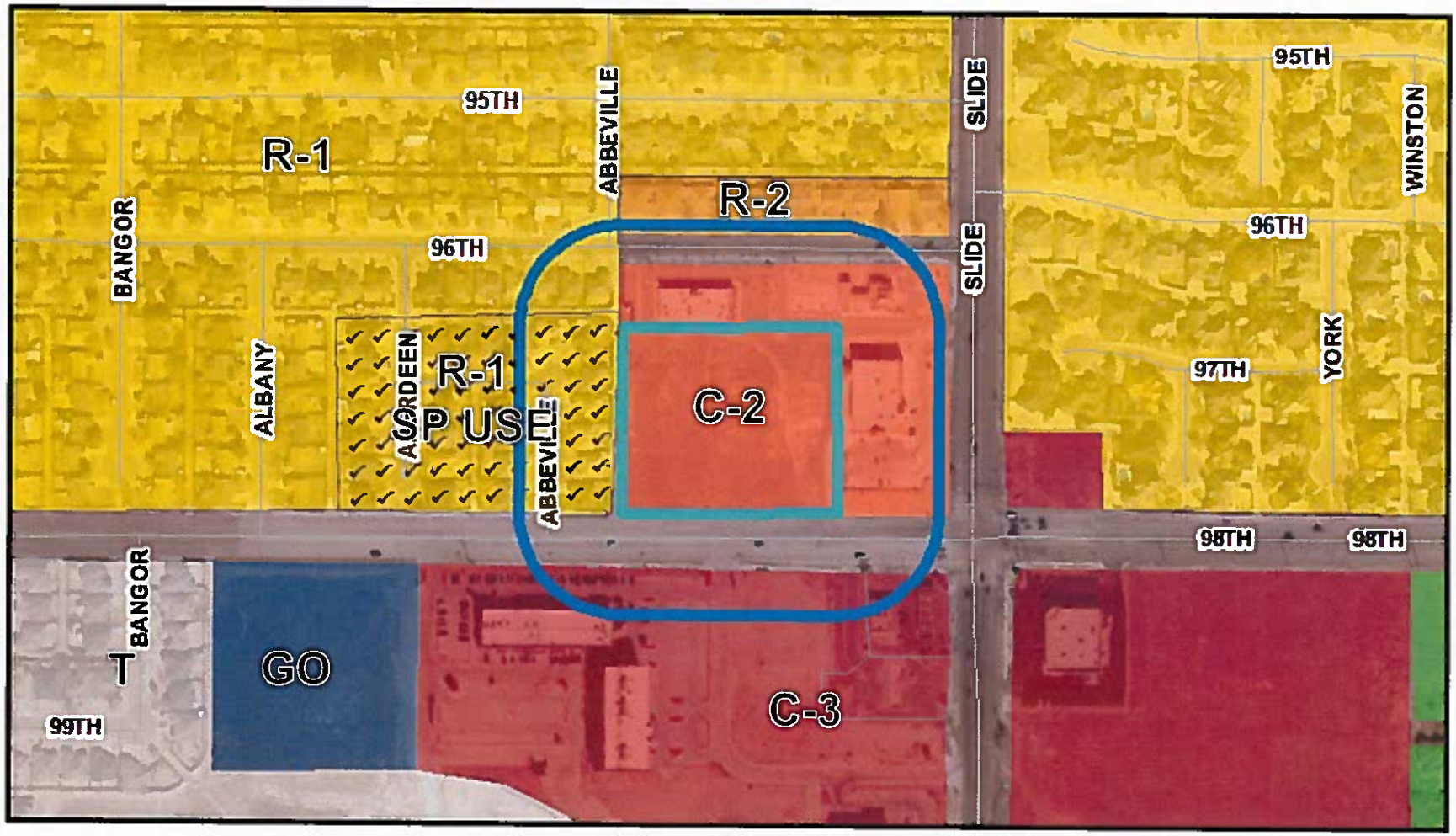


P.Z.C. Case 2278-D



P.Z.C. Case 2278-D

Request of James H. Dirks (for W.W. Butler J. Trust No. 1) for a zoning change from C-2 to C-2 Specific Use for a veterinary clinic, 5212 98th Street



P.Z.C. Case 2278-D Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) James H. Dirks

1710 15th Street
Street/Post Office Box

Lubbock TX 79401
City State Zip

(806) 762-1226
Telephone

For W. W. Butler Jr. Trust No. 1

601 Slaton Hwy
Street/Post Office Box

Lubbock TX 79404
City State Zip

(806) 748-7827
Telephone

Location or Address: 5214 98th Street, Suite 100

Legal Description:* Lot 1, Butler 98th & Slide Addition

Existing Land Use: Commercial Shopping Center **Existing Zoning:** C2

Acreage or Square Footage of Property: 170,384 Sq. Ft.

Zoning Requested: C2 conditional use for lease areas as noted on metes and bounds and adjoining existing Zone Case 2278-B.

Proposed Development: Veterinary Clinic Expansion

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Applicant's Signature **Date** 7/13/15

*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: $475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

M+B Map 21

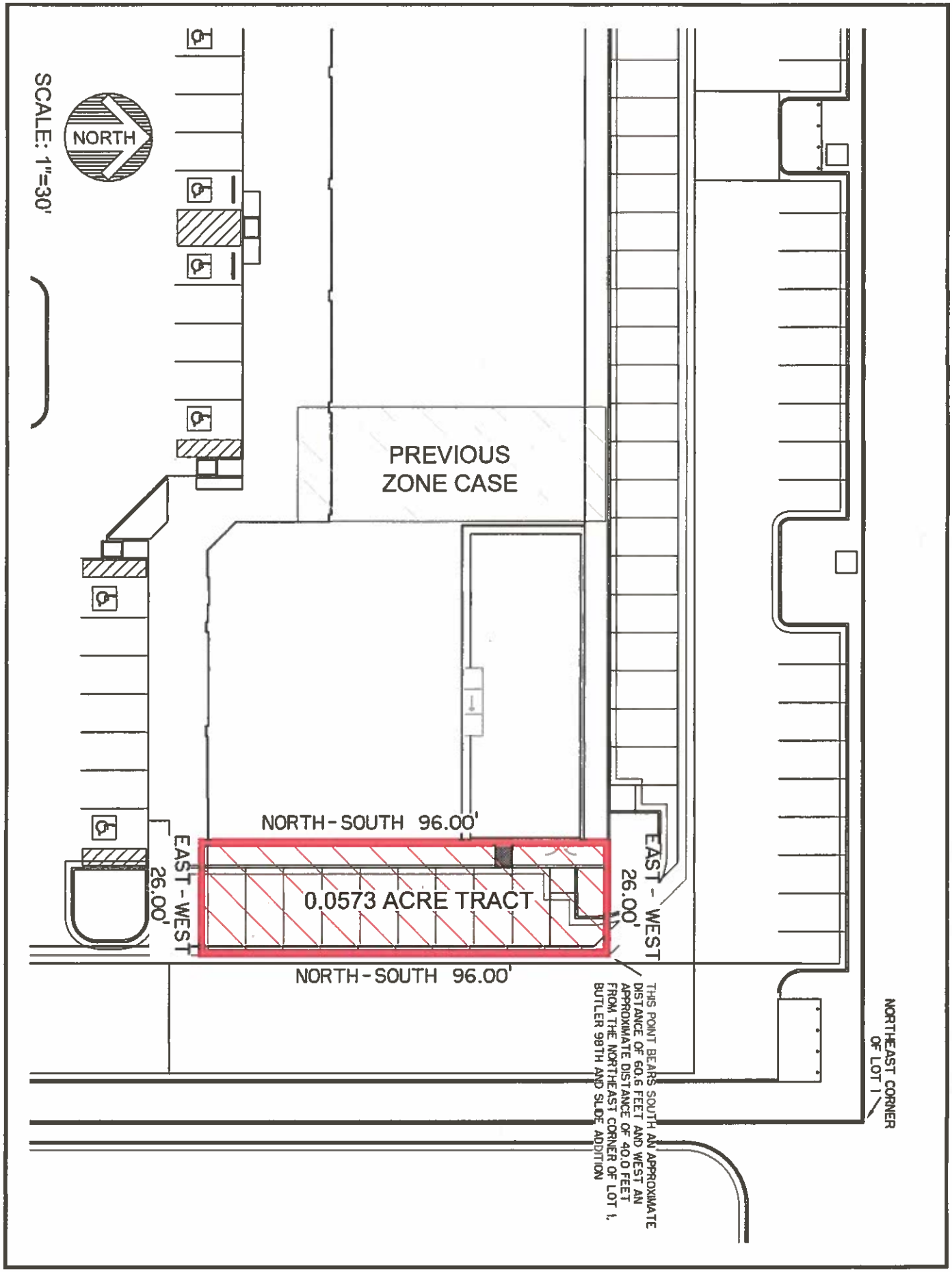
Zone Case No.: 2278-D **Agenda No.:** _____

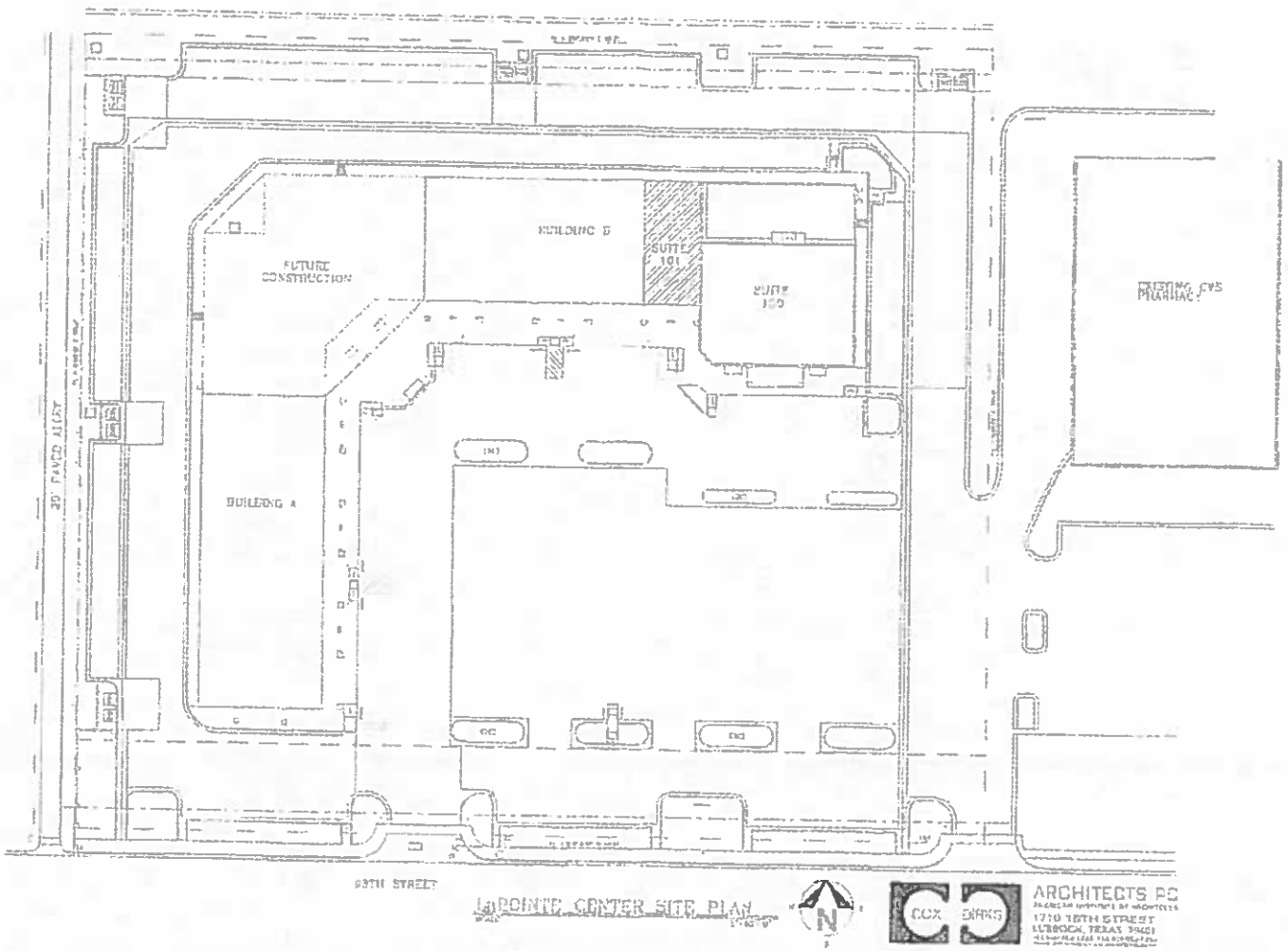
Request for zoning change from: C-2 **To:** C-2 SP. USE

M 0.0573 acres

on Lot(s): 1 **Block(s):** _____

Subdivision: Butler 98th and Slide **Address:** 5212 98th St


SCALE: 1"=30'
NORTH
PREVIOUS
ZONE CASE
NORTH - SOUTH 96.00'
EAST - WEST
26.00'
0.0573 ACRE TRACT
EAST - WEST
26.00'
NORTH - SOUTH 96.00'
THIS POINT BEARS SOUTH AN APPROXIMATE DISTANCE OF 60.6 FEET AND WEST AN APPROXIMATE DISTANCE OF 40.0 FEET FROM THE NORTHEAST CORNER OF LOT 1, BUTLER 98TH AND SLOE ADDITION
NORTHEAST CORNER OF LOT 1



POINTE CENTER SITE PLAN

METES AND BOUNDS DESCRIPTION of a 0.0573 acre tract of land being a portion of Lot 1, Butler 98th and Slide Addition to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of this tract which bears South an approximate distance of 60.6 feet and West an approximate distance of 40.0 feet from the Northeast corner of Lot 1, Butler 98th and Slide Addition to the City of Lubbock, Lubbock County, Texas;

THENCE South an approximate distance of 96.0 feet to a point for the Southeast corner of this tract;

THENCE West an approximate distance of 26.0 feet to a point for the Southwest corner of this tract;

THENCE North an approximate distance of 96.0 feet to a point for the Northwest corner of this tract;

THENCE East an approximate distance of 26.0 feet to the Point of Beginning.

Contains: Approximately 0.0573 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

2276-C

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 26, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of this tract which bears South an approximate distance of 61.0 feet and West an approximate distance of 141.6 feet from the Northeast corner of Lot 1, Butler 98th and Slide Addition to the City of Lubbock, Lubbock County, Texas;

THENCE South an approximate distance of 73.0 feet to a point for the Southeast corner of this tract;

THENCE West an approximate distance of 26.9 feet to a point for the Southwest corner of this tract;

THENCE North an approximate distance of 73.0 feet to a point for the Northwest corner of this tract;

THENCE East an approximate distance of 26.9 feet to the Point of Beginning.

Contains: Approximately 0.045 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

First Reading
April 24, 2014
Item No. 6.5

Second Reading
May 8, 2014
Item No. 5.21

ORDINANCE NO. 2014-O0068

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2278-C;** A ZONING CHANGE FROM **C-2** TO **C-4** ZONING DISTRICT LIMITED TO **A PUBLIC KENNEL AND ALL UNCONDITIONALLY PERMITTED C-2 USES ON A PORTION OF LOT 1, BUTLER 98TH & SLIDE ADDITION,** 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 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. 2278-C

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-4** zoning district **limited to a public kennel and all unconditionally permitted C-2 uses** on **a portion of Lot 1, Butler 98th & Slide Addition,** City of Lubbock, Lubbock County, Texas. located at **5214 98th Street, Suite 101,** subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the zone change be limited to a public kennel and all unconditionally permitted C-2 uses.

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 April 24, 2014.

Passed by the City Council on second reading on May 8, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw CityAtt/Chad Zones ZC2278-C
April 3, 2014

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

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.: 2278-D**

In Favor of ____

Opposed ✓

Reasons and/or Comments:

RECEIVED
AUG - 4 REC'D
PLANNING DEPARTMENT

Print Name Elizabeth Wright Nothing Bundt Cakes

Signature: [signature]

Address: 5217 98th Street Lubbock TX 79424

Address of Property Owned: 5217 98th Street #300
Lubbock TX 79424

15 of 30

Zone Case Number: 2278-D 90721
MICROMONT HOLDINGS 6 LLC
14901 QUORUM DR
STE 900

DALLAS TX 75254

Regular City Council Meeting **7. 8.**

Meeting Date: 09/10/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0089 for Zone Case 3258, a request of Ray Pringle for a zoning change from T to C-3 on 1.5 acres of unplatted land out of Block AK, Section 20, 12102 and 12016 Frankford Avenue.

Item Summary

On August 27, 2015, the City Council approved the first reading of the ordinance.

General comments:
The original request was for IHC, Interstate Highway Commercial, from a transition zoning district. The Planning and Zoning Commission (P&Z) approved the case for C-3, General Retail. The following are the comments presented to the Planning and Zoning Commission:

This property was annexed into the City in 2008 as T, Transitional zoning district, with a partially completed structure. In 2011, Mr. Pringle approached the city to work on finishing the structure. At that time, Building Inspection could not issue a permit for the partially completed structure. Now that the structure is completed (without building permits and no certificate of occupancy) Mr. Pringle is requesting Interstate Highway Commercial zoning. Without a zone case, the building simply remains nonconforming.

Adjacent land uses:
The area is a diverse combination of several uses, both inside and outside the city limits. There are currently residences immediately to the north and south and within 300 feet to the west. Across Frankford Avenue to the east is an existing industrial office warehouse complex that was built just outside of the city limits where there is no zoning or land use regulation.

Comprehensive Land Use Plan (CLUP):
The request is not consistent with the CLUP. The current polices of the CLUP define strip commercial as any commercial zoning that extends beyond 660 feet from the intersection of two thoroughfares. The CLUP policies also state that any strip commercial zoning should be avoided. This property is about half a mile in each direction from the intersecting thoroughfare. The continued proliferation of strip commercial in the City will continue to add to traffic issues along the thoroughfares and possibly negatively impact the existing and future development in the area.

Zoning Policy:
The IHC, or Interstate Highway Zoning, should be reserved for Interstate and Expressway designated roads only. Using this district as a general Commercial district goes against the zoning policies. Furthermore, as the CLUP recommends against strip commercial zoning, this request is not in compliance with current zoning policies.

Effect on the adjacent street and thoroughfare system:
Any amount of heavy commercial uses away from the controlled intersection of two thoroughfares causes concern for traffic along the span of a thoroughfare. Allowing these two tracts of land to develop as heavy commercial will

continue to add commercial traffic in the middle section of Frankford Avenue. This, in combination with the unregulated commercial outside of the city limits on the east side of Frankford Avenue, adds to the traffic concerns.

Recommendations:
Despite the adjacent commercial uses across the street, based on the CLUP Commission policies and zoning policies, staff cannot support this zoning case and is recommending denial of the case by the P&Z.

After a brief discussion between the Commission and staff, the Commission made a motion to approve the case as C-3.

On August 6, 2015, the P&Z Commission amended the case to C-3 (General Retail District) and recommended the request with a unanimous vote, with no conditions.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 3258
Backup - 3258

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. 3258;** A ZONING CHANGE FROM **T** TO **C-3** ZONING DISTRICT ON **1.5 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 20,** 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. 3258

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-3** zoning district on **1.5 acres of**

unplatted land out of Block AK, Section 20, City of Lubbock, Lubbock County, Texas, located at **12102 and 12016 Frankford Avenue**, 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

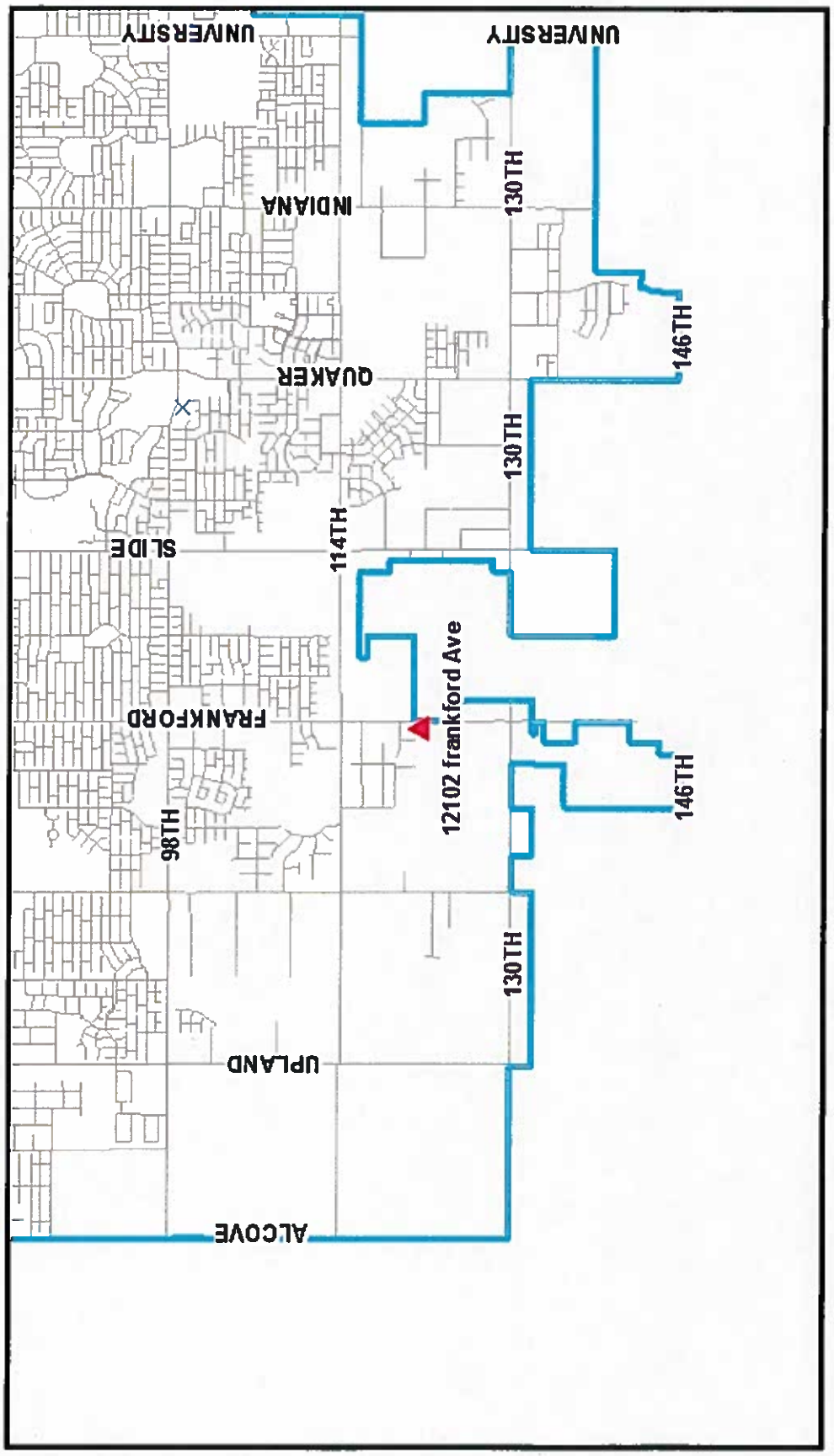
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

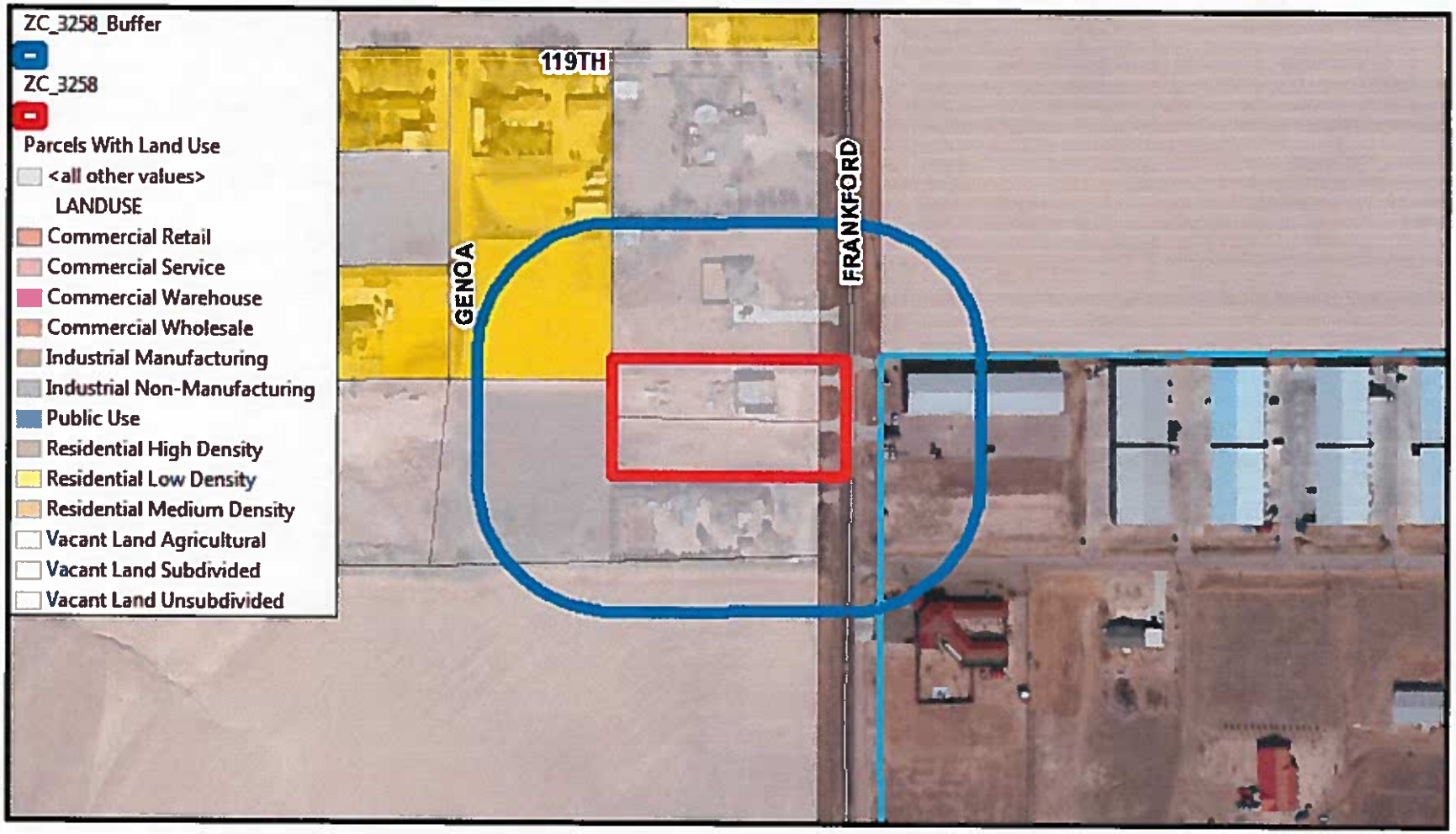
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3258
August 6, 2015

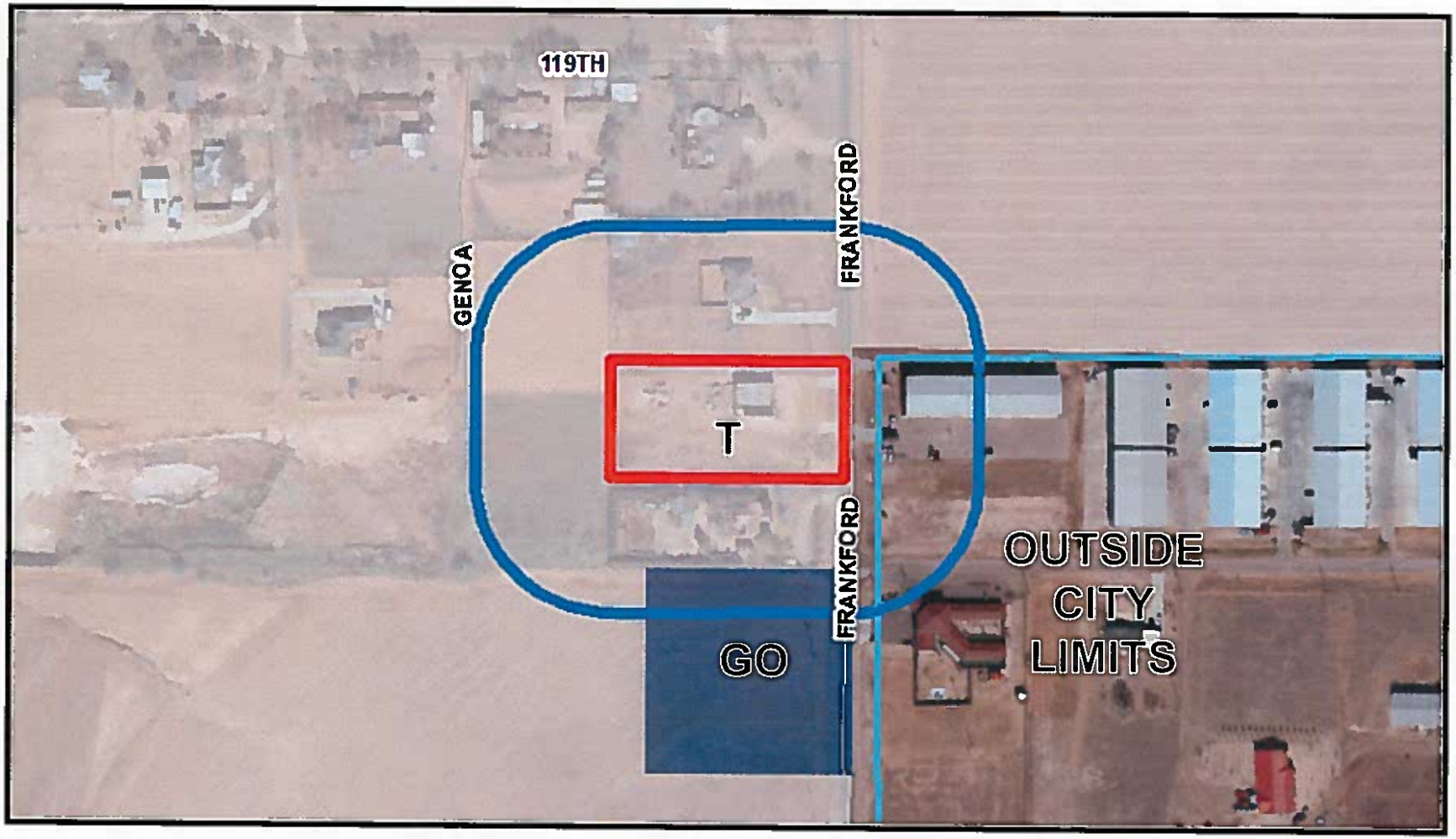


P.Z.C. Case 3258



P.Z.C. Case 3258

Request of Ray Pringle for a zoning change from T to IHC, 12102 and 12016 Frankford Avenue



P.Z.C. Case 3258 Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Ray Pringle

4706 96th
Street/Post Office Box

Lubbock Tx. 79424
City State Zip

(806) 778-9243
Telephone

For Ray Pringle

12016 Frankford
Street/Post Office Box

Lubbock Tx. 79424
City State Zip

(806) 778-9243
Telephone

Location or Address: 12016 Frankford, Lubbock, Texas 79424

Legal Description:* A 1.50 acre tract of land out of the Northeast 1/4 of Section 20, Block A-K, Lubbock County, Texas, being more particularly described on Exhibit "A" attached hereto.

Existing Land Use: Commercial Office Building **Existing Zoning:** Transitional

Acreage or Square Footage of Property: 1.50 acres

Zoning Requested: Requesting a zone change to IHC

Proposed Development: Not sure at this time.

If property is not subdivided, will preliminary plat be submitted? Yes ____ No X

Ray Pringle
Applicant's Signature

6/25/15
Date

Filing Fee: 478.00
($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

M+B map 42

Zone Case No.: 3258 **Agenda No.:** ____

Request for zoning change from: T **To:** IHC

M 1.5 acres of Unplatted land out of block A K, Section 20

on Lot(s): ____ **Block(s):** ____

Subdivision: ____ **Address:** 12102 + 12016 Frankford Ave

YS

of the County of Lubbock, State of Texas all that certain lot, tract or parcel of land situated in Lubbock County, Texas, being described as follows:

VOL. 7231 PAGE 122

A 1.50 acre tract of land out of the Northeast 1/4 of Section 20, Block A-K, Lubbock County, Texas and being more particularly described as follows:
BEGINNING at a point in the East line of Section 20, for the Northeast and beginning corner of this tract, whence the Northeast corner of Section 20 bears North, 2344.0 feet;
THENCE West at 50.00 feet pass a found 3/8" iron rod, continuing for a total distance of 360.00 feet to a found 3/8" iron rod for the Northwest corner of this tract;
THENCE South, 181.7 feet to a found 1" iron pipe for the Southwest corner of this tract;
THENCE East at 310.00 feet pass a 3/8" iron rod set, continuing for a total distance of 360.0 feet to a point in the East line of Section 20 for the Southeast corner of this tract;
THENCE North, along the East line of Section 20, a distance of 181.7 feet to the place of beginning.
Containing 1.50 acres.

No oil, gas and other minerals are conveyed hereby, and this conveyance is made subject to previous reservations of record and there is reserved to the grantors herein all oil, gas and other minerals not heretofore reserved.

Exhibit "A"

FILED FOR RECORD
2001 AUG 17 P 1:32
Dana Ruff
COUNTY CLERK, LUBBOCK COUNTY, TEXAS

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

AUG 17 2001

Dana Ruff
COUNTY CLERK
LUBBOCK COUNTY, TEXAS

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

4

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.:** ***3258***

In Favor of ✓

Opposed

RECEIVED
AUG – 4 RECD
PLANNING DEPARTMENT

Reasons and/or Comments:

I'm sorry but I will not be able to attend the meeting on the 6th, but I do have questions about this zone case so will trust the members of the Planning and Zoning Commission to make the correct decision as you will have all the facts and I do not.

I have real reservations though about IHC zoning in basically the middle of the section line; future development on Frankford will most likely predominately be R-1 so IHC will be out of place in this location as that usage is usually reserved for corners of major thoroughfares. I own the vacant land directly across the street to the East and plan on developing it as residential, including either duplexes or apartments at that location, so question the compatibility of IHC across from residential. BUT, it may be OK, based on what the proposed usage is, will leave that up to y'all.

Signature: _____

Address: GEORGE H. MCMAHAN

Address of Property Owned: _____

CORNER OF 114TH & FRANKFORD DOWN TO ABOUT 121ST.

3 of 6

Zone Case Number: 3258 95888
MCMAHAN, GEORGE H
7703 LASALLE AVE

LUBBOCK TX 79424

4

South Frankford Commercial Park indicates that We favor the zone change requested by Ray Pringle, on P&Z Case 3258.

_____ Print Name

_____ Signature

RECEIVED
AUG – 4 REC'D
PLANNING DEPARTMENT

4

Birdsong Properties LTD indicates that We favor the zone change requested by Ray Pringle, on P&Z Case 3258.

Brad Birdsong Print Name

Signature

RECEIVED
AUG – 4 REC'D
PLANNING DEPARTMENT

4

Tipton Pet Hotel LLC indicates that We favor the zone change requested by Ray Pringle, on P&Z Case 3258.

Greg Perkins Print Name

Signature

RECEIVED
AUG – 4 REC'D
PLANNING DEPARTMENT

4

Dennis and Kay Quattlebaum do indicate that we favor the zone change requested by Ray Pringle, P&Z Case 3258.

DENNIS QUATTLEBAUM Print Name

Dennis Quattlebaum Signature

RECEIVED
AUG – 4 REC'D
PLANNING DEPARTMENT

4

Paracako LLC indicates that We favor the zone change requested by Ray Pringle, on P&Z Case 3258. We are to owners of item 90480. Fenton Sareta does not own the property.

Jay Taylor Print Name

Signature

Paracako, LLC Member

RECEIVED
AUG - 6 PM
PLANNING DEPARTMENT

Regular City Council Meeting **7. 9.**

Meeting Date: 09/10/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0090 for Zone Case 3260, a request of Mr. Charles Shears for SDI Realty, for Stephen Pitts, Linda Pitts Roberts, Larry Pitts, Laura Pitts Taylor, for a zoning change from T to C-3 on 9.014 acres of unplatted land out of Block E-2, Section 22, 11601 Quaker Avenue.

Item Summary

On August 27, 2015, the City Council approved the first reading of the ordinance.

General comments:
The request is for 9 acres of land to be rezoned from T, Transition District, to C-3, General Retail District, for an Academy sporting goods store and two outparcels.

Adjacent land uses:
To the north is 25 acres of land currently under development also zoned C-3. West of this proposal, across Quaker Avenue is zoned CB-3 and R-1 Specific Use for the Vintage Township Traditional Neighborhood Development. The CB-3 and R-1 land will primarily be "developed" as a major stormwater drainage easement and open space. South and east of this proposed zone case is vacant land zoned Transitional.

Comprehensive Land Use Plan (CLUP):
The request is not consistent with the CLUP. The current polices of the CLUP define strip commercial as any commercial zoning that extends beyond 660 feet from the intersection of two thoroughfares. The CLUP policies also state that any strip commercial zoning should be avoided. This thoroughfare intersection is already "overbooked" for commercial zoning according to the comp plan. The additional acreage of commercial property will continue to add to traffic issues along Quaker Avenue and possibly negatively impact the existing and future development in the area. This "corner" already has about 25 acres of commercial zoning in addition to the commercially zoned property on the other three corners of the intersection. This comes to a total of 61.7 acres of commercial property where the CLUP limits it to 40 acres.

Zoning Policy:
While C-3 is the standard commercial zoning for a property at the intersection of two thoroughfares, the policies clearly state that this large of a single commercial area should be avoided. Typically 10 acres of commercial property at each intersection will serve an area within approximately one half to a mile radius. Furthermore, the CLUP recommends against strip commercial zoning and therefore this request is not in compliance with current zoning policies.

Effect on the adjacent street and thoroughfare system:
One of the many aspects taken into consideration for the CLUP is the effect on the street and thoroughfare system. Quoted from the CLUP Transportation section, "The Lubbock Thoroughfare Plan, in conjunction with the Comprehensive Land Use Plan, serves as a guide for development of efficient traffic systems." The limitation of commercial areas to 10 acres per corner at each thoroughfare intersection is intended to allow the thoroughfare to serve citizens' travel needs efficiently. As seen in areas such as Slide Road, between 50th Street and 82nd Street,

82nd Street west of Frankford Avenue, and the majority of Avenue Q, any amount of heavy commercial away from the controlled intersection of two thoroughfares increases the impact of traffic along the span of a thoroughfare. These large tracts of land will continue to add commercial traffic farther away from the controlled intersection at 114th Street.

Recommendations:
Based on the CLUP, zoning policies, and transportation concerns, staff recommends denial of the case by the P&Z Commission.

However, if the CLUP Commission decides this case is appropriate, the motion must include the statement that it is a minor change to the comprehensive land use plan.

On August 6, 2015, 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.
2. That the three parcels are limited to one curb cut as drawn on the site plan.
3. A 6 foot tall masonry (stamped concrete panel) screening fence along the south and east property line is required. The fence will be continuous and uninterrupted.
4. Outdoor display limited to the front sidewalk immediately in front of the store.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Updated Ordinance Zone Case 3260

Backup - Zoning 3260

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. 3260;** A ZONING CHANGE FROM **T** TO **C-3** ZONING DISTRICT ON **9.014 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 22,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully 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. 3260

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-3** zoning district on **9.014 acres**

of unplatted land out of Block E-2, Section 22, City of Lubbock, Lubbock County, Texas located at **11601 Quaker Avenue,** 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 project be tied to the proposed site plan.**

2. **THAT the three parcels are limited to one curb cut as drawn on the site plan.**

3. **THAT a continuous and uninterrupted 6' tall masonry (stamped concrete panel) screening fence shall be required along any property line that abuts any property developed for residential use.**

4. **THAT the outdoor display be limited to the sidewalk immediately in front of the store.**

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

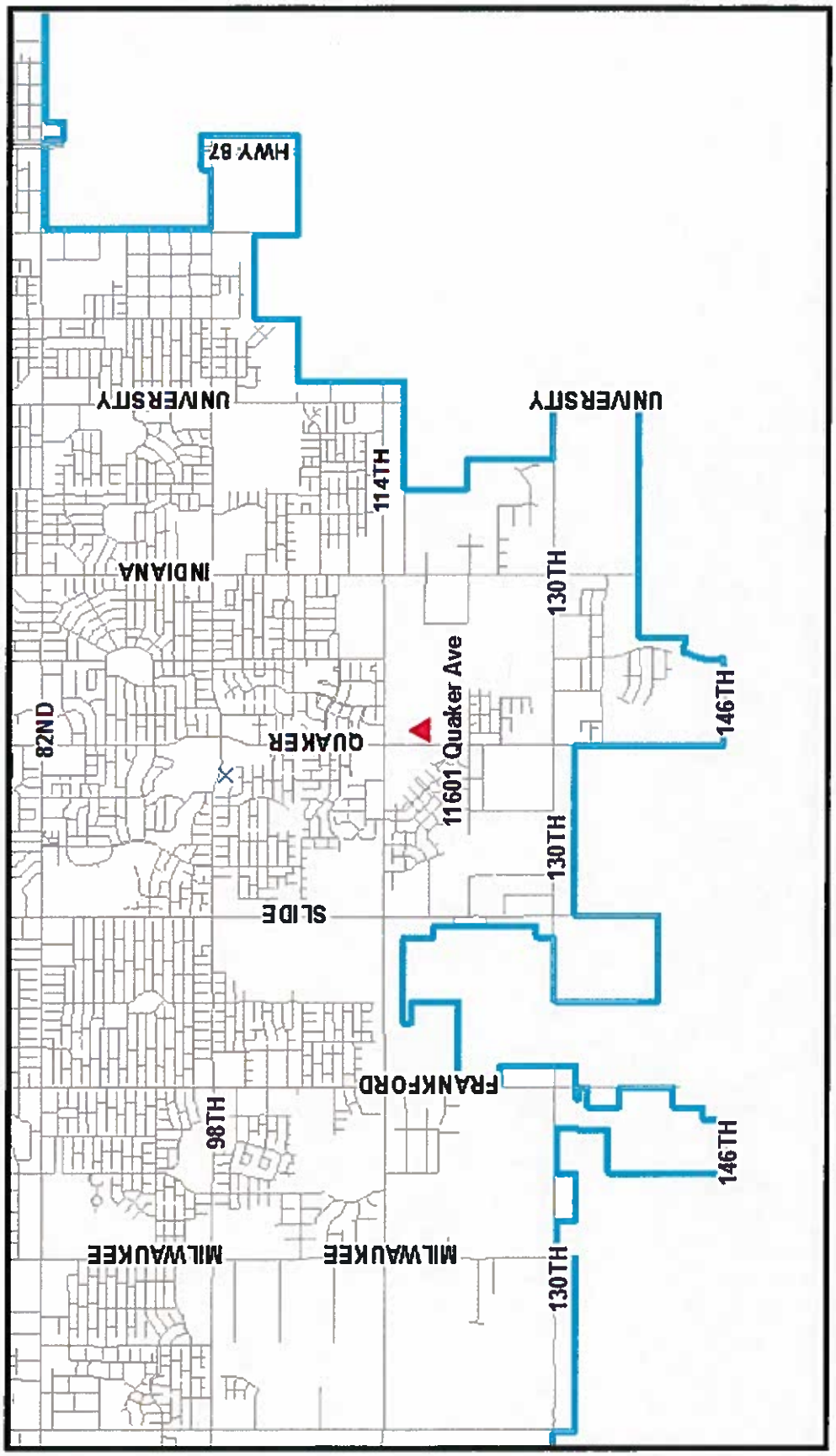
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

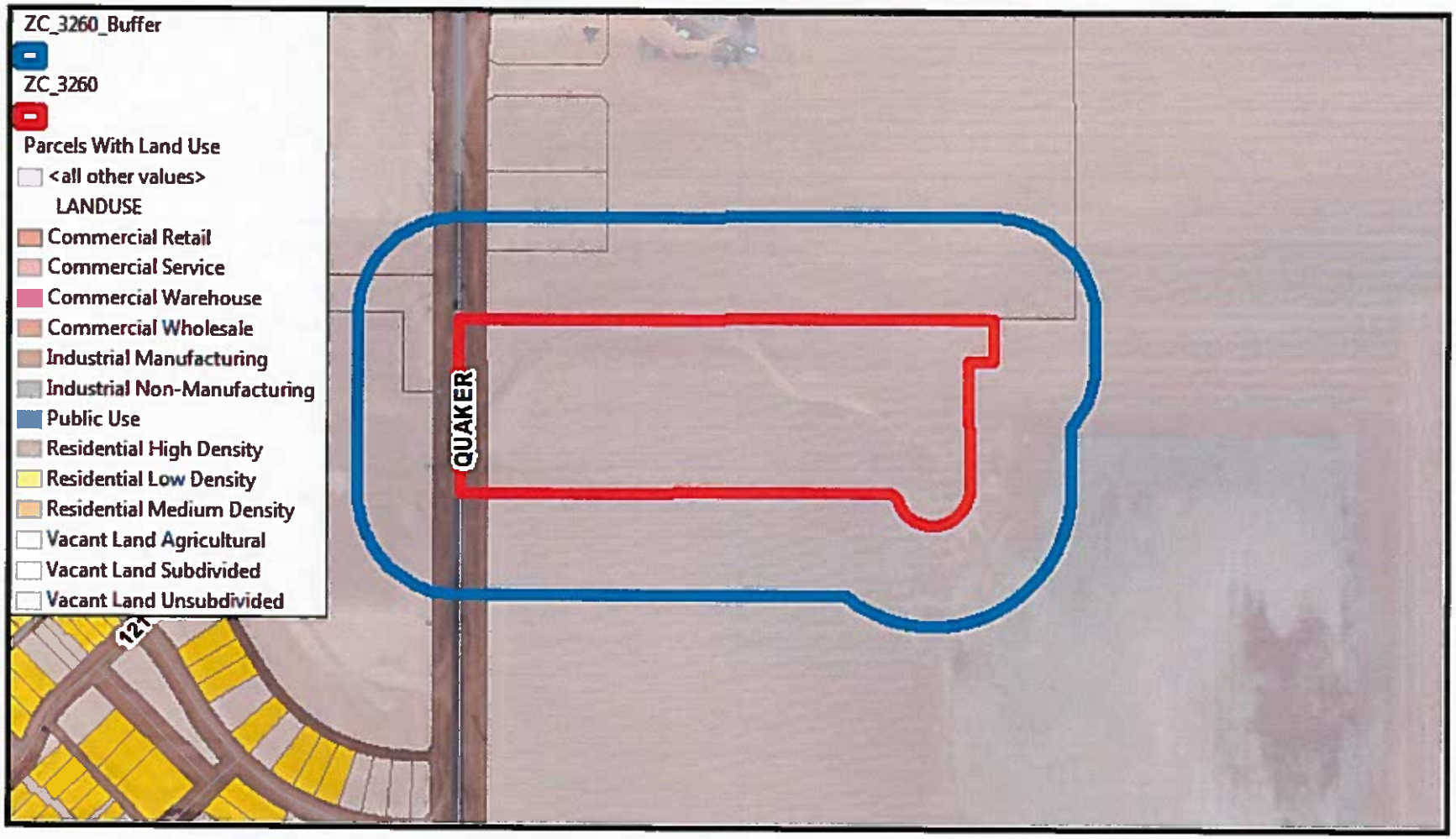
APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3260
August 6, 2015

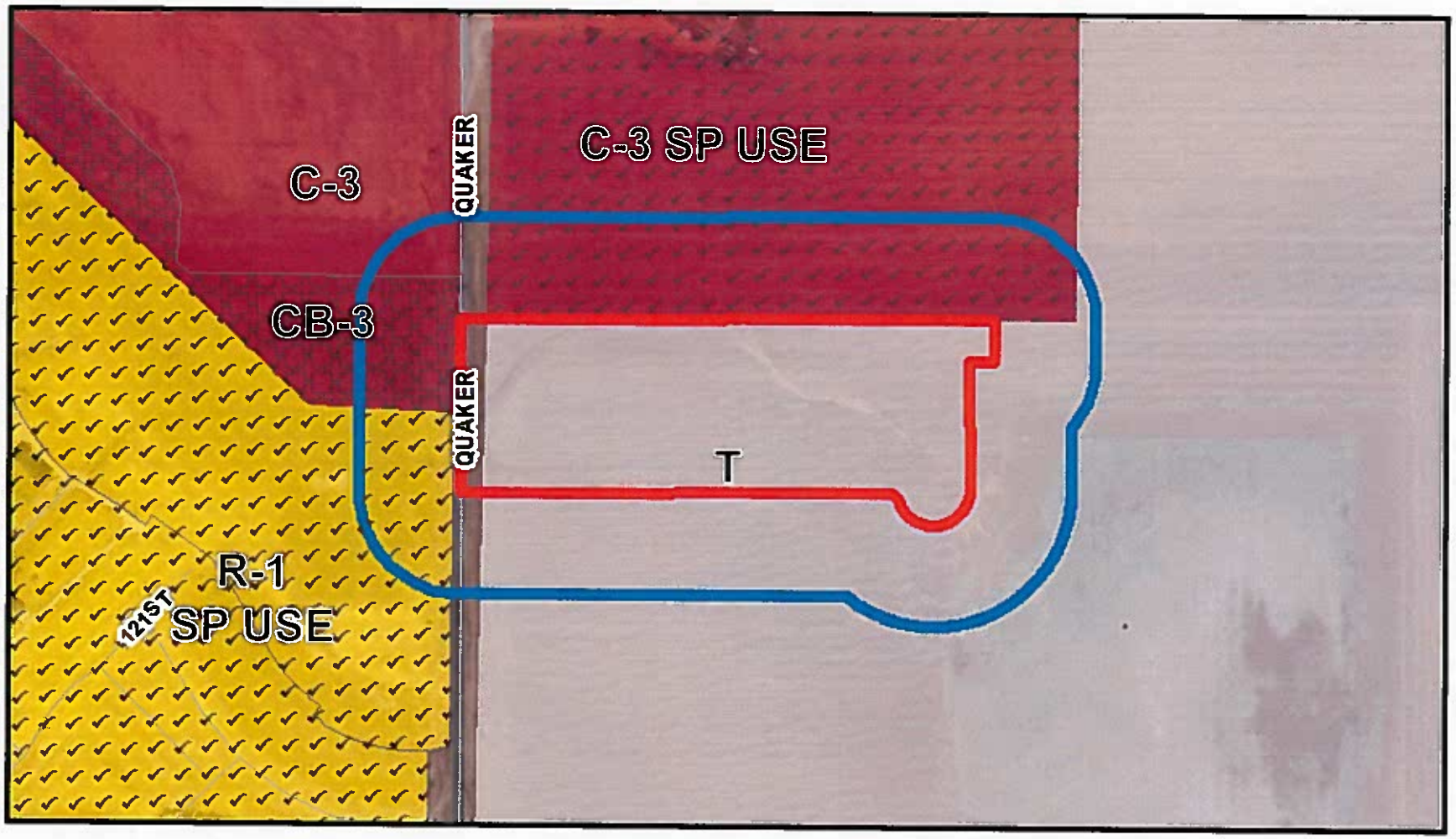


P.Z.C. Case 3260



P.Z.C. Case 3260

Request of Mr. Charles Shears for SDI Realty (for Stephen Pitts, Linda Pitts Roberts, Larry Pitts, Laura Pitts Taylor) for a zoning change from T to C-3, 11601 Quaker Avenue



P.Z.C. Case 3260 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print): Mr. Charles Shears for SDI Realty
712 Main Street, 29th Floor
Street/Post Office Box
Houston City TX State 77002 Zip
(713) 892-5200 Telephone

For: Stephen Pitts, Linda Pitts Roberts, Larry Pitts, Laura Pitts Taylor
P.O. Box 64334
Street/Post Office Box
Lubbock City TX State 79464 Zip
(806) 797 5108 Telephone

Location or Address: Along Quaker Ave., immediately south of proposed Walmart #6898, south of 114th

Legal Description:* see attached

Existing Land Use: Agriculture **Existing Zoning:** T

Acreage or Square Footage of Property: ~~8.56 acres~~ 9.014

Zoning Requested: C-3; see attached

Proposed Development: Commercial

If property is not subdivided, will preliminary plat be submitted? Yes X No

Applicant's Signature

07-09-15
Date

Filing Fee: $499-
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

M+B map 41

Zone Case No.: 3260 **Agenda No.:**

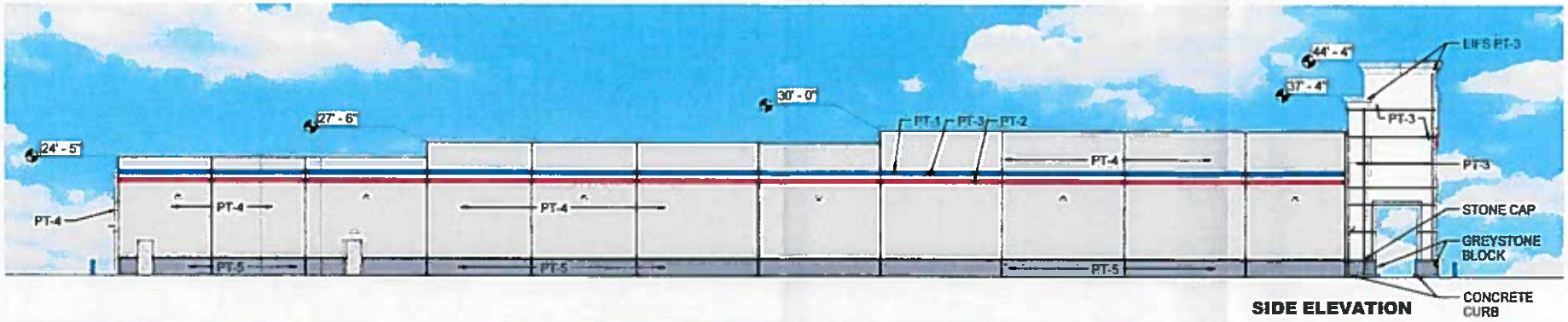
Request for zoning change from: T **To:** C-3

9.014 acres of unplatted land out of block E-2 Section 22

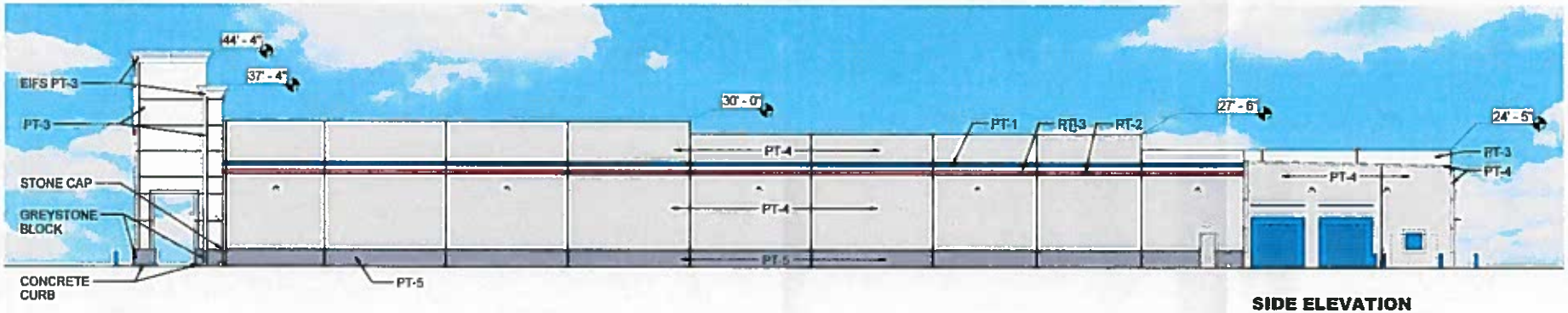
on Lot(s): **Block(s):**

Subdivision: **Address:** 11601 Quaker Ave

VS



SIDE ELEVATION



SIDE ELEVATION

ACADEMY'S STANDARD COLORS

PAINT SELECTION

PT-1	SW CM ACADEMY BLUE
PT-2	SW CM ACADEMY RED
PT-3	SW 7005 PURE WHITE
PT-4	SW 7641 COLLONADE GRAY
PT-5	SW CM ACADEMY DARK GRAY

BURNISHED BLOCK AND CAP

HEADWATERS: GREYSTONE 4" X 8" X 16" BLOCK

HEADWATERS: GREYSTONE SILL BLOCK

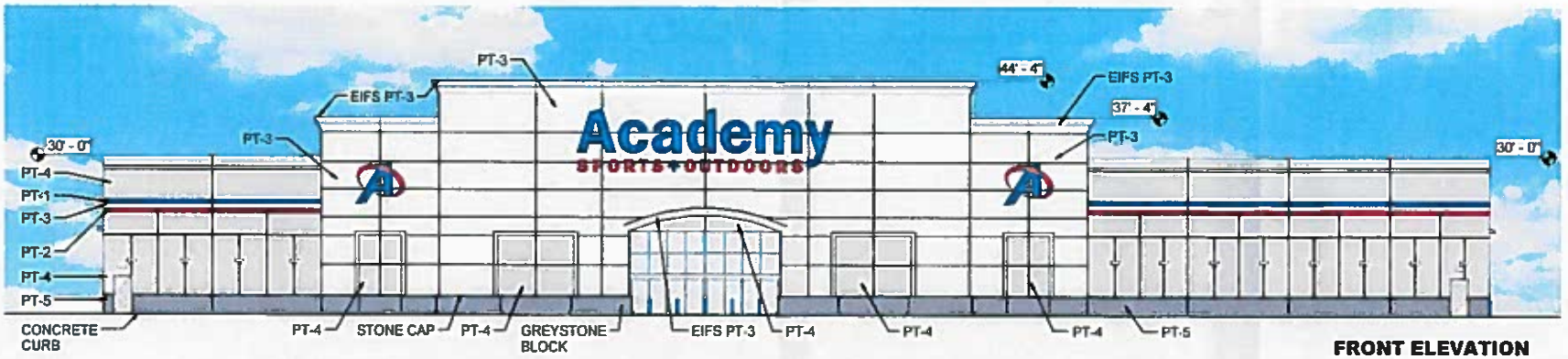
WALLS

CONCRETE TILT UP WALL PANEL - TEXTURED PAINT

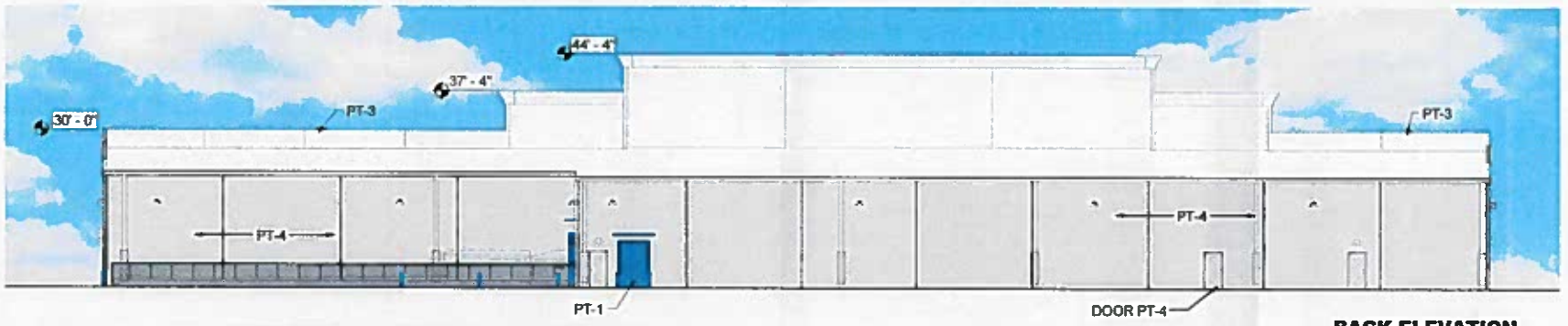
RAMP AND STAIR DESIGNS SUBJECT TO CHANGE PENDING FINAL GRADING PLAN FROM CIVIL. GUARD RAILS AT RAMP AND STAIRS NOT SHOWN FOR CLARITY

Academy SPORTS + OUTDOORS

1234 62K PORTICO



FRONT ELEVATION



BACK ELEVATION

ACADEMY'S STANDARD COLORS

PAINT SELECTION

PT-1	SW CM ACADEMY BLUE
PT-2	SW CM ACADEMY RED
PT-3	SW 7005 PURE WHITE
PT-4	SW 7641 COLLONADE GRAY
PT-5	SW CM ACADEMY DARK GRAY

BURNISHED BLOCK AND CAP

HEADWATERS: GREYSTONE 4" X 8" X 16" BLOCK

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Academy
SPORTS + OUTDOORS

#1234 62K PORTICO

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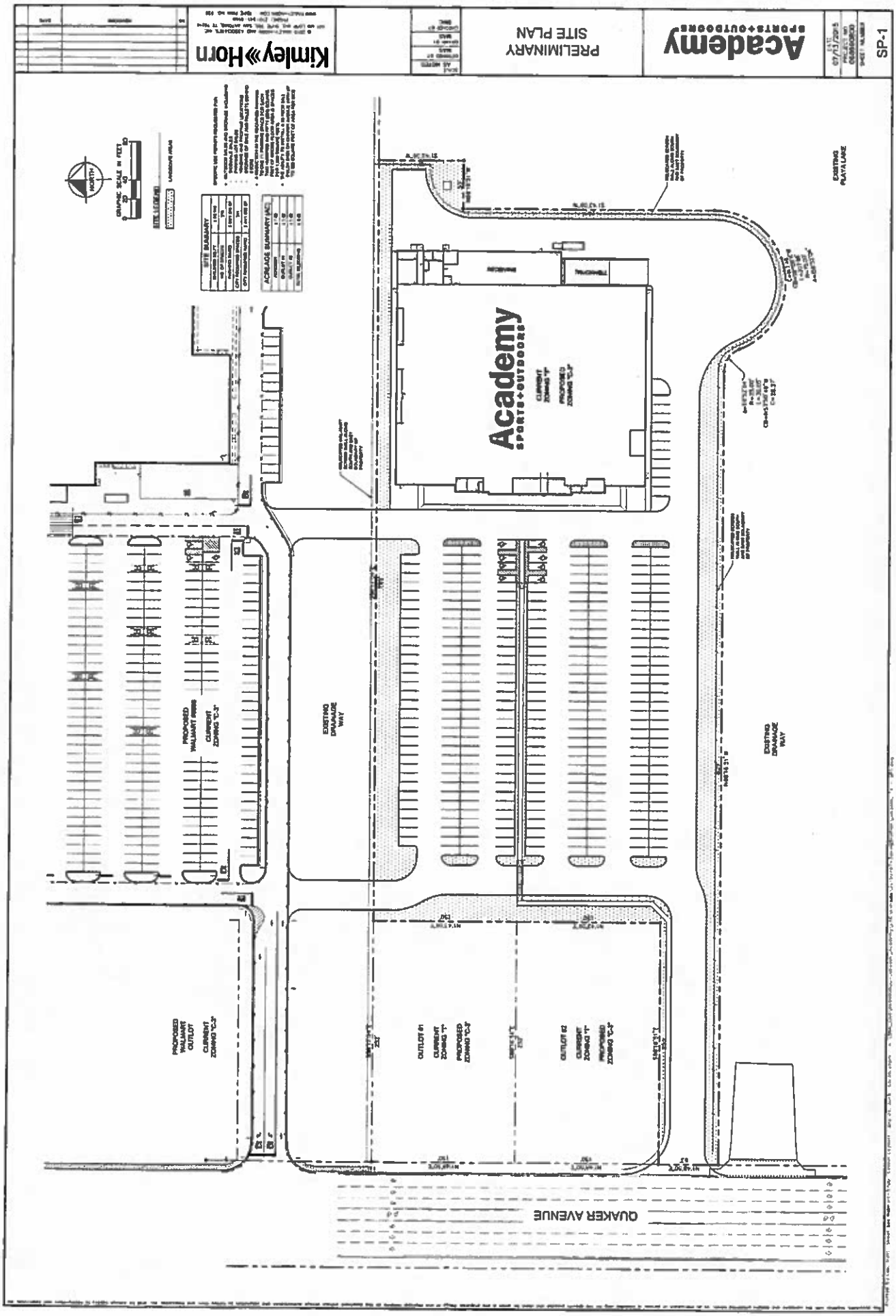
SPORTS+OUTDOORS


Academy
SPORTS+OUTDOORS
PRELIMINARY
SITE PLAN
SP-1
Kimley»Horn
QUAKER AVENUE
EXISTING DRAINAGE WAY
EXISTING DRAINAGE WAY
EXISTING PLAYGROUND
PROPOSED WALMART OUTLOT
CURRENT ZONING "C-3"
OUTLOT #1
CURRENT ZONING "I-1"
PROPOSED ZONING "C-3"
OUTLOT #2
CURRENT ZONING "I-1"
PROPOSED ZONING "C-3"
PROPOSED WALMART
CURRENT ZONING "C-3"
CURRENT ZONING "I-1"
PROPOSED ZONING "C-3"
SITE SUMMARY
ACREAGE SUMMARY (AC)
SITE LEGEND
GRAPHIC SCALE IN FEET
NORTH

METES AND BOUNDS DESCRIPTION of an approximate 9.0 acre tract of land located in Section 22, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of this tract S. 01°48'50" W. an approximate distance of 948 feet from the Northwest corner of Section 22, Block E-2, Lubbock County, Texas;

THENCE S. 88°17'04" E. an approximate distance of 1102 feet to a point for the Northeast corner of this tract;

THENCE S. 01°42'56" W. an approximate distance of 88 feet to a point for the most Easterly Southeast corner of this tract;

THENCE N. 88°16'51" W. an approximate distance of 50 feet to a point for an "ell" corner of this tract;

THENCE S. 01°43'09" W. an approximate distance of 263 feet to a point of curvature;

THENCE Southwesterly around a curve to the right, said curve having an approximate radius of 75 feet, an approximate central angle of 159°, a chord bearing of S. 81°09'11" W. and an approximate chord distance of 147.46 feet to a point of reverse curvature;

THENCE Northwesterly around a curve to the right, said curve having an approximate radius of 25 feet, an approximate central angle of 69°, a chord bearing of N. 53°50'49" W. and an approximate chord distance of 28 feet to a point of tangency;

THENCE N. 88°16'51" W. an approximate distance of 884 feet to a point for the Southwest corner of this tract;

THENCE N. 01°48'50" E. an approximate distance of 362 feet to the Point of Beginning;

Bearings relative to the North line of Section 21, Block AK, being previously recognized as S. 87°59'54" E.

Prepared for Kimley-Horn and Associates, Inc.

July 8, 2015

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY. THIS DOCUMENT SHALL NOT BE USED OR RECORDED FOR ANY REAL PROPERTY PURPOSES.

Regular City Council Meeting **7. 10.**

Meeting Date: 09/10/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0091 for Zone Case 2995-R, a request of Dr. Jewell Ginter, for Ginter Eye Care Center, for a zoning change from GO to AM on Tract A, Double J Addition, 6301 and 6305 79th Street.

Item Summary

On August 27, 2015, the City Council approved the first reading of the ordinance.

General comments:
The request for this 1.8 acre property is to rezone from GO, Garden Office, to AM, Apartment Medical. The proposed use is for Ginter Eye Care Center. The issue arose during the building permit process that the optometrist and eye care center office would not be allowed in the Garden Office district due to the retail component of the business.

Adjacent land uses:
North of this parcel is zoned R-2 Specific Use. GO zoning borders the property on the east and west with commercial zoning fronting 82nd Street to the south.

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP. The CLUP recommends a buffer district between a commercial district and a residential district.

Zoning Policy:
AM, being considered as a buffer district like GO, in this location is consistent with current zoning policies.

Effect on the adjacent street and thoroughfare system:
Changing the zoning from GO to AM, there should be no additional impact on the thoroughfare system.

Recommendations:
Staff recommends the case for approval.

On August 6, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote, with no conditions.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - 2995

Backup - 2995

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. 2995-R;** A ZONING CHANGE FROM **GO** TO **AM** ZONING DISTRICT ON **TRACT A, DOUBLE J 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. 2995-R

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 **GO** to **AM** zoning district on **Tract A, Double J Addition**, City of Lubbock, Lubbock County, Texas, located at **6301 and 6305 79th Street.**

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

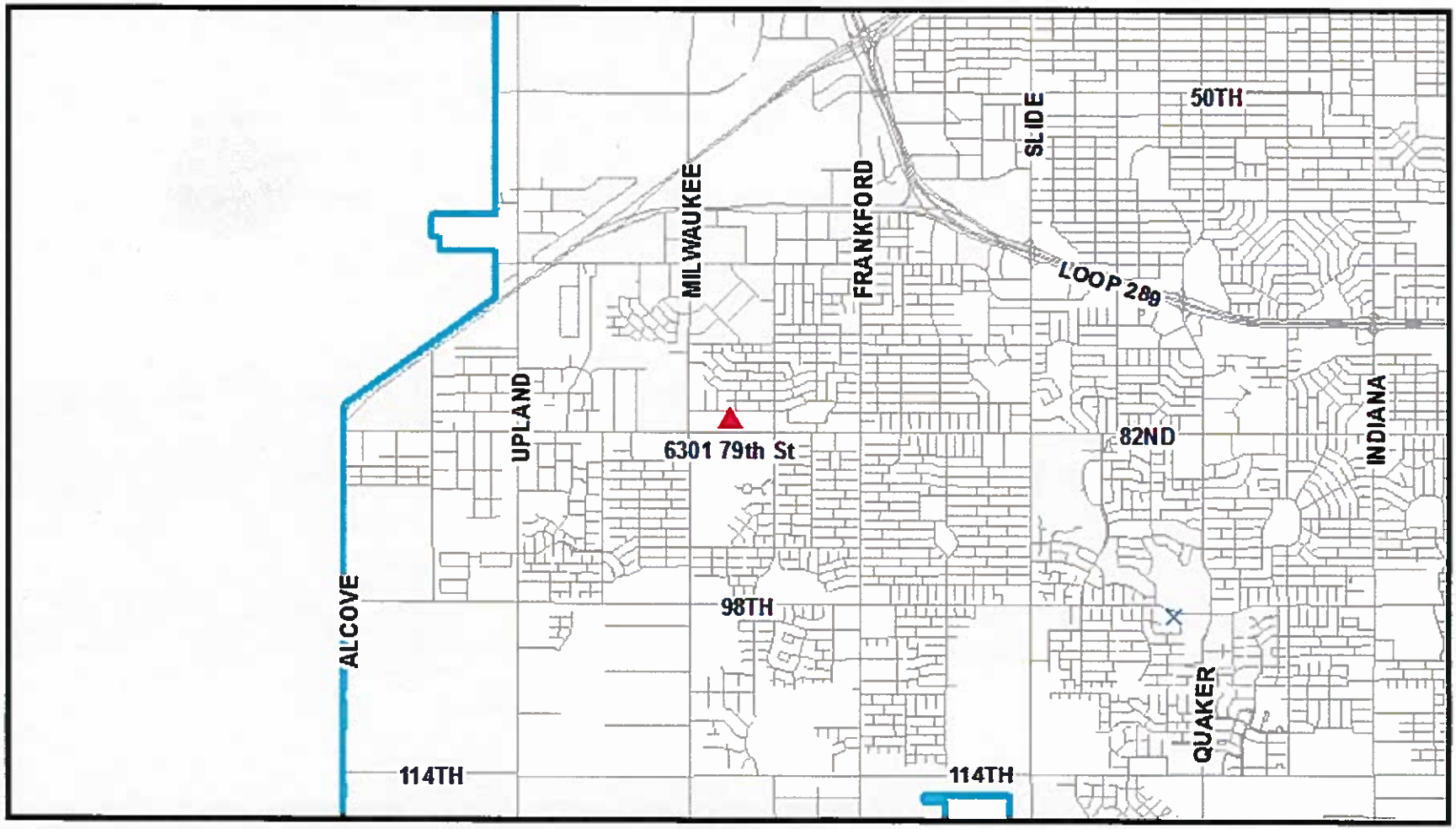
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

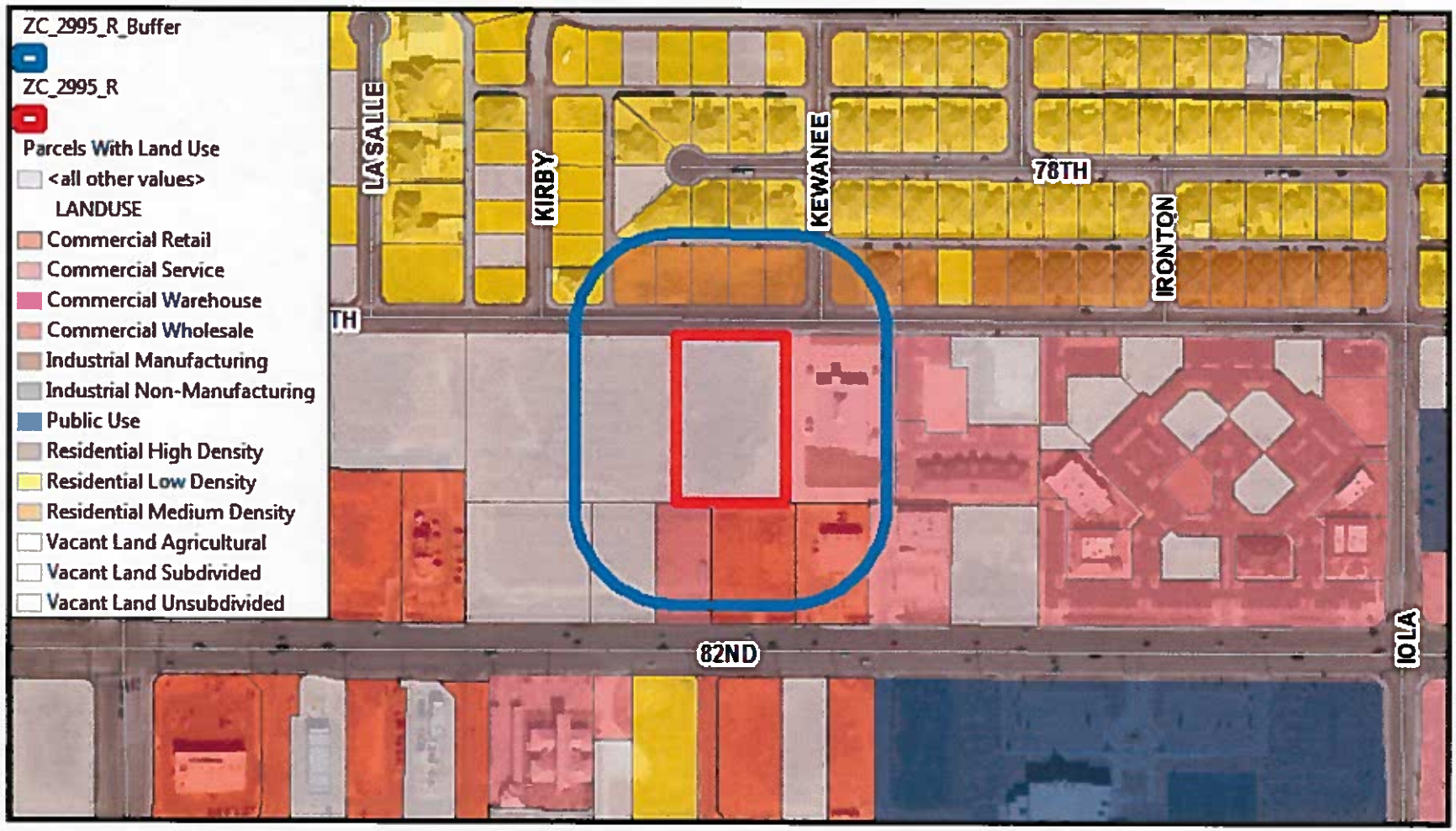
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC2995-R
August 6, 2015

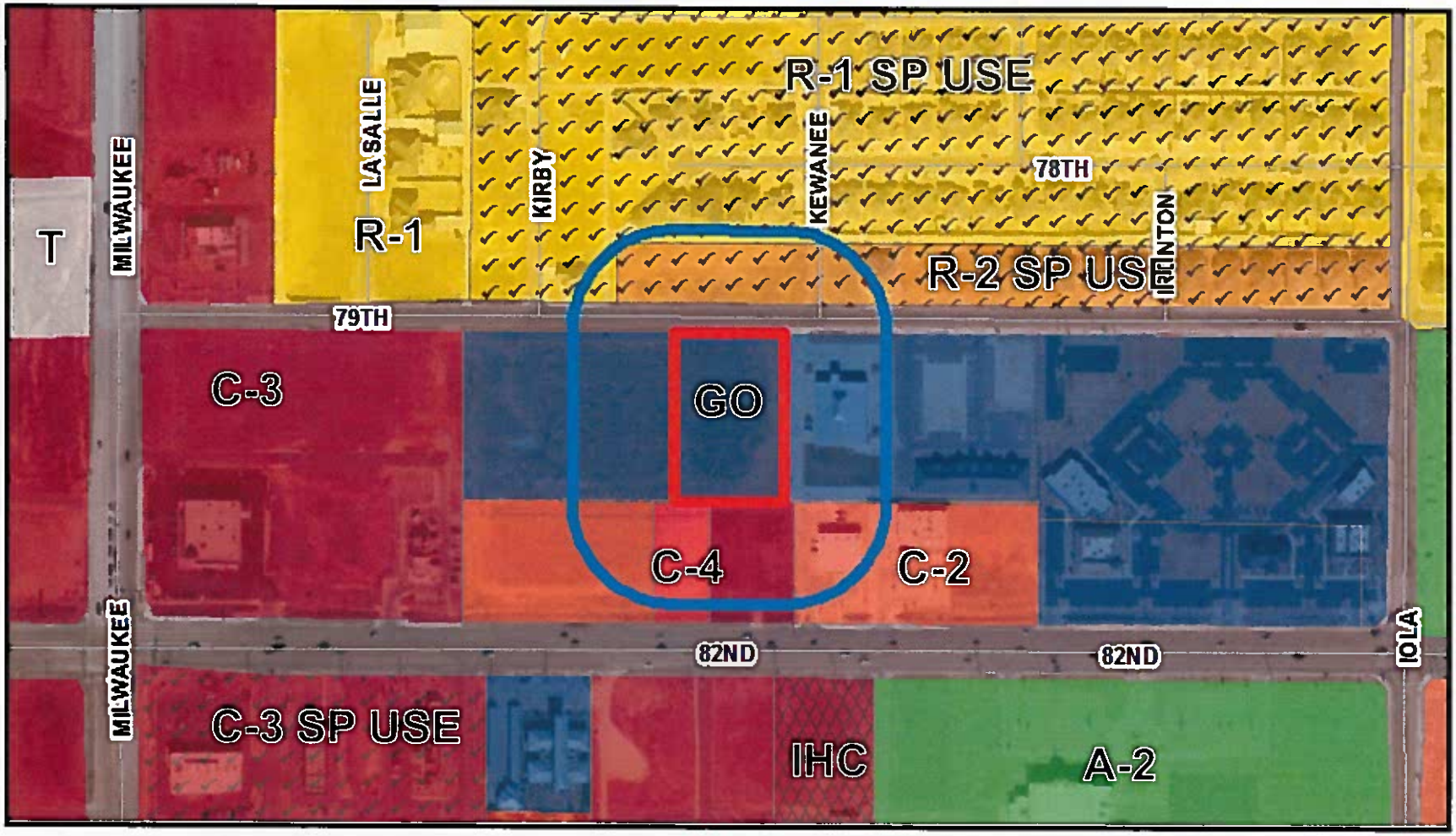


P.Z.C. Case 2995-R



P.Z.C. Case 2995-R

Request of Dr. Jewell Ginter (for Ginter Eye Care Center) for a zoning change from GO to AM on Tract A, Double J Addition (6301 and 6305 79th Street).



P.Z.C. Case 2995-R Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) DR. JEWELL GINTER

5713 82ND ST.
Street/Post Office Box

LUBBOCK TX 79424
City State Zip

(806) 535-3158
Telephone

For GINTER EYE CARE CENTER

5713 82ND ST.
Street/Post Office Box

LUBBOCK TX 79424
City State Zip

(806) 798-8820
Telephone

Location or Address: 6305 79TH STREET

Legal Description:* DOUBLE J ADDITION - TRACT "A"

Existing Land Use: VACANT LOT **Existing Zoning:** GO

Acreage or Square Footage of Property: 78,343 SF OR 1.79 ACRES

Zoning Requested: AM (APARTMENT MEDICAL)

Proposed Development: NEW SINGLE STORY BUILDING OPTOMETRY OFFICE FOR GINTER EYE CARE CENTER.

If property is not subdivided, will preliminary plat be submitted? Yes ✓ No

Applicant's Signature

7/13/15
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: $478.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

PIN: 92337 Map 21

Zone Case No.: 7995-R **Agenda No.:**

Request for zoning change from: GO **To:** AM

on Lot(s): Tract A **Block(s):** —

Subdivision: Double J **Address:** 6301, 6305 79th St

GINTER EYE CARE CENTER
SITE PLAN
SITE PLAN NOTES
SITE DETAIL
H.C. PARKING SPACE DETAIL
SECTION - DUMPSTER WALL
DUMPSTER PLAN
SITE DETAIL
PAVEMENT EXPANSION JOINT
SITE DETAIL
PAVEMENT CONTROL JOINT
SITE DETAIL
TYPICAL SIDEWALK JOINTS
SITE DETAIL
TYPICAL SIDEWALK EDGE
SITE DETAIL
CURB & GUTTER - TYP.
SPLASHBLOCK DETAIL
TYP. @ ALL DOWNSPOUT LOCATIONS ON GRADE

ELEVATIONS KEYED NOTES: KEYED AT

1. THIN-CUT NATURE STONE VENEER 5" GROUT SIZE WITH 2 ply 3/8" LATH ON FIVER COMMERCIAL BUILDING PAPER ON 5/8" GYP. SHEATHING ON 6" MTL. STUDS AT 16" O.C.

WITH ON 5/8" RIGID INSULATION BOARD ON FIVER COMMERCIAL 48 PAPER ON 3/4" EXTERIOR PLYWOOD WALL SYSTEM (PAINTED) TO 6" METAL STUD SHEATHING ON 6" MTL. STUDS AT 16" O.C. WALL SHALL BE SMOOTH FINISH. SEMI-GLOSS COLOR TO BE FINAL SYNISH SHALL BE FACTORY APPLIED

STANDING SEAM ROOF PANELS #1801 - LOKSEAM 12" WIDE 24 GA. ON 30 FELT UNDERLAYMENT ON 5/8" APA RATED SHEATHING, STRUCTURAL I, EXPOSURE 1, SPAN RATING 40/20 PLYWOOD SHEATHING ON WOOD FRAMED O.C. WOOD TRUSSES SHALL BE MADE OF FIRE-RETARDANT-TREATED

STANDING SEAM ROOF PANELS #1802 - CRAFTSMAN SERIES - SHUTTER 12" WIDE PANELS 24 GA. ON 30 FELT UNDERLAYMENT ON 5/8" APA RATED STRUCTURAL I, EXPOSURE 1, SPAN RATING 40/20 PLYWOOD SHEATHING ON STRUCTURAL STEEL FRAMING.

ALUMINUM GUTTER AND RECTANGULAR DOWNSPOUT

ON WOOD INSULATION TRIM MOULDING. SEE EIFS MOULDING SCHEDULE.

FINISH ON RIGID INSULATION TRIM MOULDING ON MTL. FRAMING. SEE EIFS MOULDING PROFILE SCHEDULE.

PAINTED MTL. TRIM SHOP FINISHED MTL. REGLET

SILL AT ALUM. STOREFRONT WINDOWS

STOREFRONT, STOREFRONT FRAMING SHALL BE EQUAL TO KAWNEER 451 SERIES KERF-IN GLAZING FRAMING SYSTEM WITH 350 ALUMINUM FINISH. GLAZING SHALL BE 1" INSULATED GLASS UNIT PANEL, TINTED GRAY 1 WINDOW PANEL, LOW-E COATED

STOREFRONT, STOREFRONT FRAMING SHALL BE EQUAL TO KAWNEER 451 SERIES KERF-IN GLAZING FRAMING SYSTEM WITH 350 ALUMINUM FINISH. GLAZING SHALL BE 1" INSULATED GLASS UNIT PANEL, TINTED GRAY 1 WINDOW PANEL, LOW-E COATED WITH STOREFRONT DOORS AND HARDWARE SPECIFIED. ALUMINUM STOREFRONT SYSTEM SHALL PROVIDE ALL HARDWARE REQUIRED FOR ALUMINUM FRONT DOORS. HARDWARE SHALL BE ADA COMPLIANT

ALUMINUM AWNING WITH INTEGRAL GUTTER SYSTEM. LEXAN CANOPY SUPPORT RODS. EQUAL TO MAPES ARCHITECTURAL

ON 4" THICK RIGID INSULATION HOLDING ON BASE FIELD OF 5/8" INSULATION BOARD. REFER TO DETAIL 3/A8

HOLLOW METAL DOOR & FRAME - REFER TO DOOR & FRAME

4 - 3/4" THICK THIN-CUT STONE VENEER ON 5/8" GROUT SIZE WITH SPACING MTL. LATH ON FIVER COMMERCIAL BUILDING PAPER ON 5/8" LAND SHEATHING ON MTL. STUD FRAMING

THIN-CUT STONE VENEER RAINSCREEN.

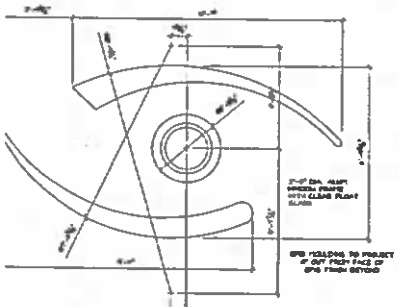
- STONE PARAPET CAP

= 5/8" DEEP REVEAL IN EIFS.

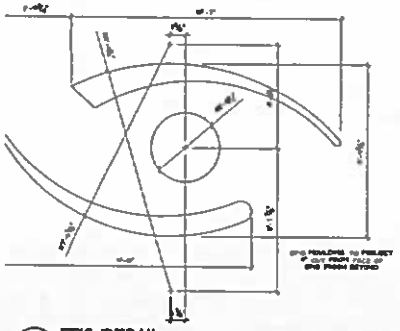
6'-0" TALL INSULATED SECTIONAL GARAGE DOOR, EQUAL TO LAD DOOR COMPANY - MODEL AND PAINT TO MATCH EIFS COLOR.

ROOF PLANES - ADJOINING HEIGHT AT RECESSED 90 ROOF PLANES ARE SAME PLANE LINE AT POINT WHERE THE TWO ROOFS MEET.

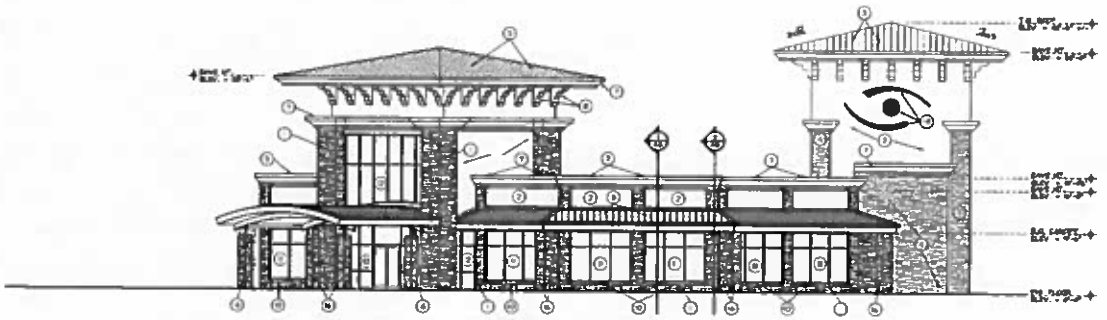
WINDOW REFER TO WINDOW SCHEDULE.



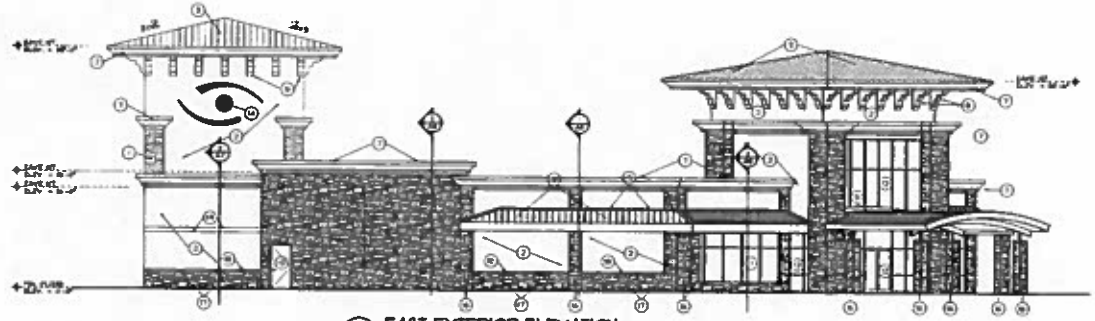
AT SOUTH ELEVATION ONLY



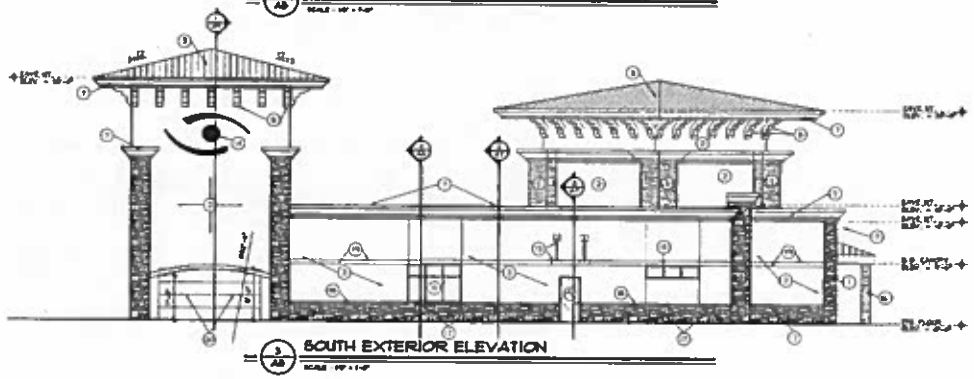
5/A8 EIFS DETAIL



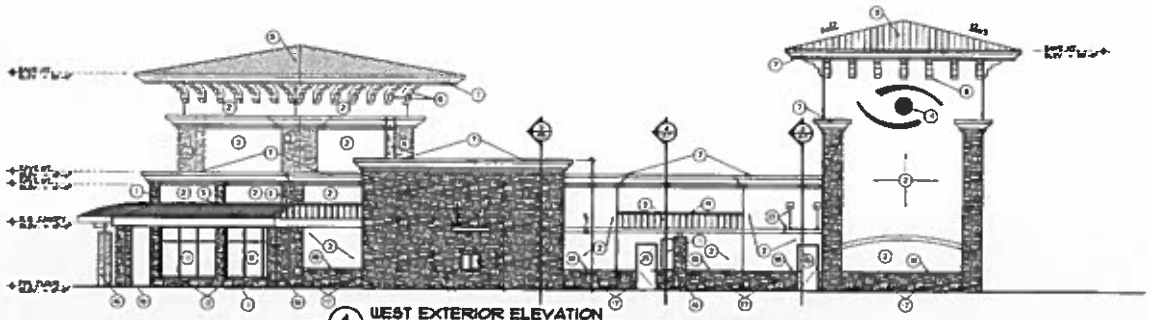
1/A8 NORTH EXTERIOR ELEVATION



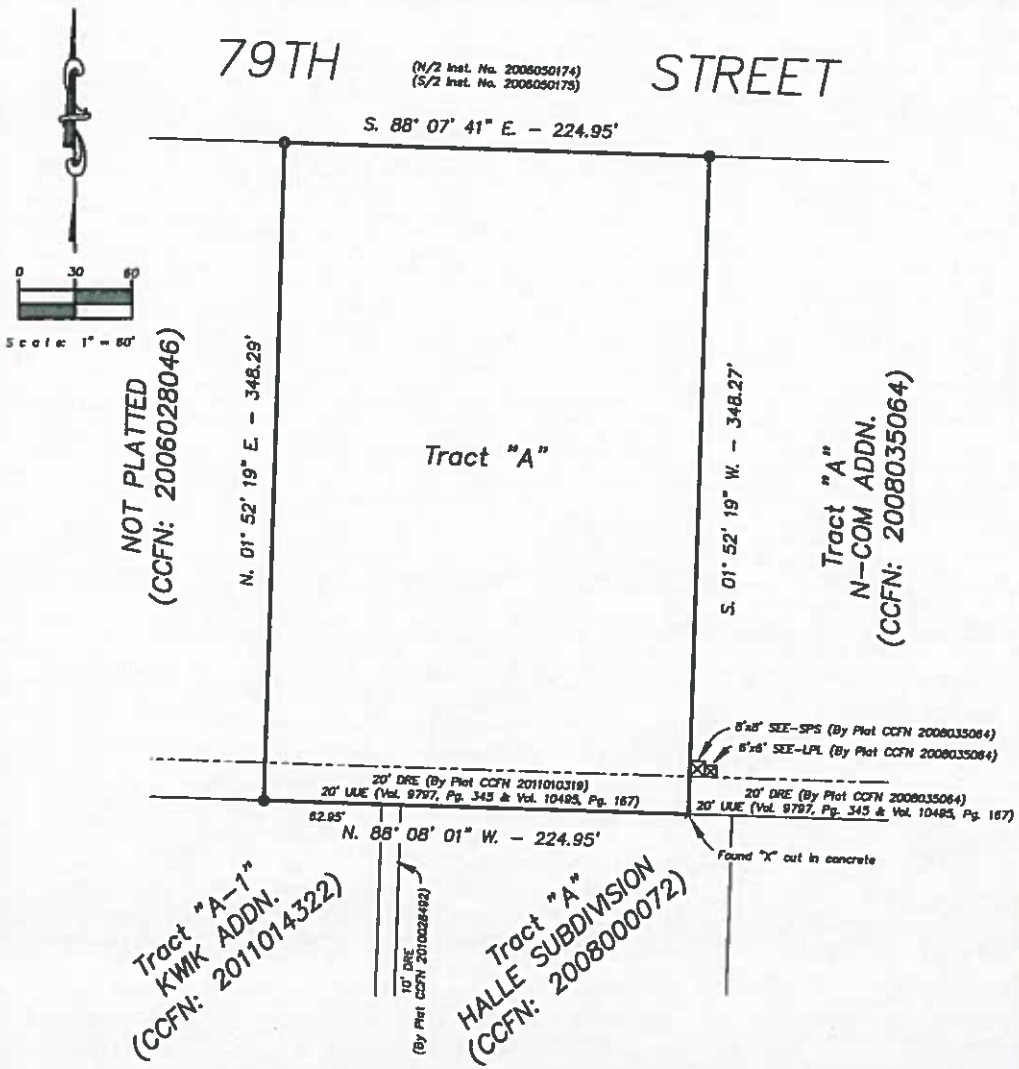
2/A8 EAST EXTERIOR ELEVATION



3/A8 SOUTH EXTERIOR ELEVATION



4/A8 WEST EXTERIOR ELEVATION



NOTE:
Distances in ( ) are platted distances.

● = 1/2" iron rod w/yellow cap inscribed "HR & Assoc." found unless otherwise noted.

SPS easement along North boundary line as recorded in Volume 705, Page 505, Deed Records of Lubbock County, Texas.

Evidence of gas line and communication lines along North boundary line. No record found.

SPS = Southwestern Public Service Company.

Bearings Based on U.S. State Plane, Texas North Central Zone 4202.

Distances are grid distance U.S. Survey Feet. Grid to Ground Scale Factor = 1.000241042

D.R.L.C., TX. = Deed Records of Lubbock County, Texas.

CCF# = County Clerk's File, Official Public Records of Lubbock County, Texas.

O.P.R.L.C., TX. = Official Public Records of Lubbock County, Texas.

No abstract of title or title commitment was provided to this surveyor for this 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 examinations are not the responsibility of this surveyor.

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS,
COUNTY OF LUBBOCK : that I, Cyril H. Turner, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 28th day of January, 2015.

STATE OF TEXAS REGISTERED CYRIL HOWARD TURNER 6460 PROFESSIONAL LAND SURVEYOR

Cyril H. Turner
Registered Professional
Land Surveyor #6460

A Plat of Tract "A" Double J Addition to the City of Lubbock, Lubbock County, Texas.

SCALE: 1" = 60'	FIRM#10193983	DRAWN BY: CT
DATE: Jan. 28, 2015		FILE NAME: 15-LS0001

OJD Engineering, L.P.
Consulting Engineers & Surveyors
806-791-2300
328 E. Hwy 62/82
Wolfforth, Texas 79382

Address: 927 Hwy. 62/82

DRAWING NUMBER
1 of 1

DPW ARCHITECTS
ARCHITECTURAL DESIGN
5102 91st Street
Lubbock, Texas 79424 Phone: (806) 548-0860

July 14, 2015

City of Lubbock
Planning Department
P.O. Box 2000
Lubbock, Texas 79457

Re : Re-Zoning Application for Ginter Eye Care Center
6305 79th Street – Double J Addition, Tract 'A'

The intent of this application is to re-zone the lot from GO (Garden Office) to AM (Apartment Medical). Dr. Jewell Ginter is the owner of Ginter Eye Care Center which is primarily an Optometry office with the sale of prescription glasses to their clients. Ginter Eye Care provides a medical necessity to the public. They bought the subject piece of property thinking their business would fall under the GO zoning guidelines which currently do not support the sale of medical items to their clients. Therefore the intent is to re-zone the subject property to AM (Apartment Medical) to allow for the sale of prescription eye ware.
Thank you in advance for your consideration.

Sincerely,
DPW Architects

Darren P. Watson, AIA

Regular City Council Meeting **7. 11.**

Meeting Date: 09/10/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0092 for Zone Case 3236-A, a request of Vince Huebinger, for SWCWC/Sprint Spectrum, for a zoning change from IHC to IHC Specific Use for a temporary telecommunications tower on .234 acres of unplatted land out of Block A, Section 20, 2553 Santa Fe Drive.

Item Summary

On August 27, 2015, the City Council approved the first reading of the ordinance.

General comments:
Request of SWCWC Inc., for Sprint, for a zoning change from IHC to IHC Specific Use for a temporary/portable cell tower on 0.234 acres of unplatted land out of Block A, Section 20, 2553 Santa Fe Drive.

Adjacent land uses:
N: R-1 Single family Homes
S: IHC Interstate Highway Commercial –Water Utilities Pump Station-Vacant –Smoke Shop-Popeye's Chicken
E: IHC Ice kiosks
W: R-1 Single family homes

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP which has this area designated as commercial, specific use for a cell tower is allowed in any zoning district at the discretion of the Planning and Zoning (P&Z) Commission.

Zoning Policy:
The Zoning Ordinance states "…antennas may be permitted in any zoning district provided that the proponent of such use has incorporated the minimum requirements…" and has been approved by the P&Z Commission. It is up to the proponent to provide the necessary data showing the necessity for a new tower, rather than co-locating on an existing one. The department has updated our comprehensive map which shows the proposed location is 1,600 feet away from a tower to the west and 2,400 feet away from a tower to the east along Marsha Sharp Freeway.

Effect on the adjacent street and thoroughfare system:
The tower will be designed in a way that it will not be visually obstructive to traffic in the vicinity. The tower and structure will be located a minimum of 64 feet from any residential structure.

Recommendations:
Staff recommends approval of the zone case for a temporary cell tower.

On August 6, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote, with no conditions.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zoning

Backup

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3236-A;** A ZONING CHANGE FROM **IHC** TO **IHC SPECIFIC USE** FOR **A TEMPORARY TELECOMMUNICATIONS TOWER**, ON **.234 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 20,** 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. 3236-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC** to **IHC Specific Use** for **a temporary telecommunications tower** on **.234 acres of unplatted land out of Block A, Section 20,** City of Lubbock, Lubbock County, Texas, located at **2553 Santa Fe Drive,** and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **IHC** 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 **2553 Santa Fe Drive**, 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/ZC3236-A
August 6, 2015

EXHIBIT "A"

TRACT I. The East Forty-Three and Two Tenths Feet (E 43 2') of Lot Three (3), and all of Lots Four (4), Five (5) and the West Twenty-Six and Eight-Tenths Feet (W 26.8') of Lot Six (6), all in Block Twenty-Five (25), F.R. Friend's Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 137, Page 225, of the Deed Records of Lubbock County, Texas

TRACT II. Lot Two-A (2-A), F.R. Friend Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1570, Page 711, of the Deed Records of Lubbock County, Texas

TRACT III

FIELD NOTES of a 0 234 Acre Tract situated in Section 20, Block A, Lubbock County, Texas being out of 91 515 acres of former West Texas and Lubbock Railroad right-of-way described in a deed to the State of Texas recorded in Volume 6729, Page 1, Lubbock County Real Property Records being further described by metes and bounds as follows:

BEGINNING at a found square tube for the Southwest corner of this tract and the Northwest corner of Lot 2A, Block 25, F R. Friend's Addition recorded in Volume 1570, Page 711, Deed Records of Lubbock County, Texas from which a found 1/2" iron rod which is a corner of the said state of Texas tract described as being in the West line of University Avenue at the Northeast corner of F.R Friends Addition in the fifty seventh (57) call in the deed of the said state of Texas tract on Page 14 of Volume 6729, Lubbock County Real Property Records bears N 55°40'12" E (Texas North Central Zone Bearing Basis), 318 31 feet;

THENCE N 34°14'36" W, along the Northeast line of a 1 5642 acre tract surveyed by Richard Hutton, March 11, 2011, out of the said State of Texas parcel, surveyed by Richard Hutton, March 11, 2011, a distance of 99 93 feet to a found rod with aluminum cap (TXDOT) in the Southeast line of Santa Fe Drive as shown on the plat of F R. Friend's Addition as recorded in Volume 210, Page 80 Lubbock County Deed Records and on the plat of Parks Addition as recorded in 448, Page 233, Lubbock County Deed Records for the Northwest corner of this tract,

THENCE N 55°42'00" E, with the Southeast line of Santa Fe Drive, 101 88 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Northeast corner of this tract;

THENCE S 34°14'07" E, 99.88 feet to a found square tube for a Northerly corner of Lot 2A, Block 25, F R Friend's Addition and the the Southeast corner of this tract,

THENCE S 55°40'12" W , with the Northwest line of Lot 2A, Block 25, F.R Friend's Addition, and the Southeast line of the said State of Texas 91.515 acre tract, 101 87 feet Place of Beginning and containing 0.234 Acres including any Right of Way

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County TEXAS
October 30, 2013 02:38.50 PM
FEE: $24.00 2013043496

administrators, successors or assigns forever Grantor binds Grantor and Grantor's heirs and successors to warrant and 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 when the claim is by, through, or under Grantor but not otherwise, except to as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

HOILE LEE SHAKESPEARE

SUSAN MICHAEL SHAKESPEARE

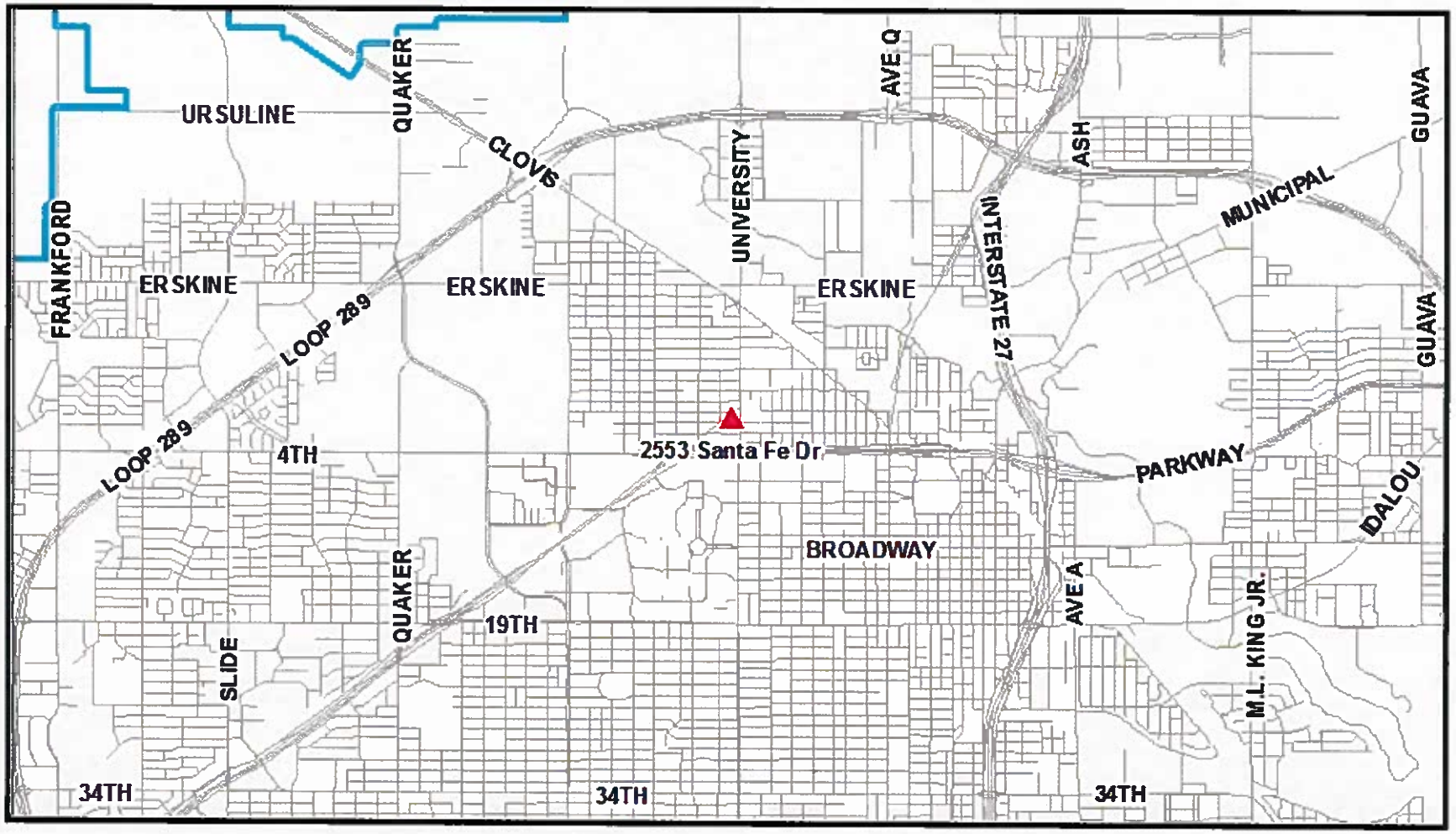
THE STATE OF TEXAS

COUNTY OF LUBBOCK

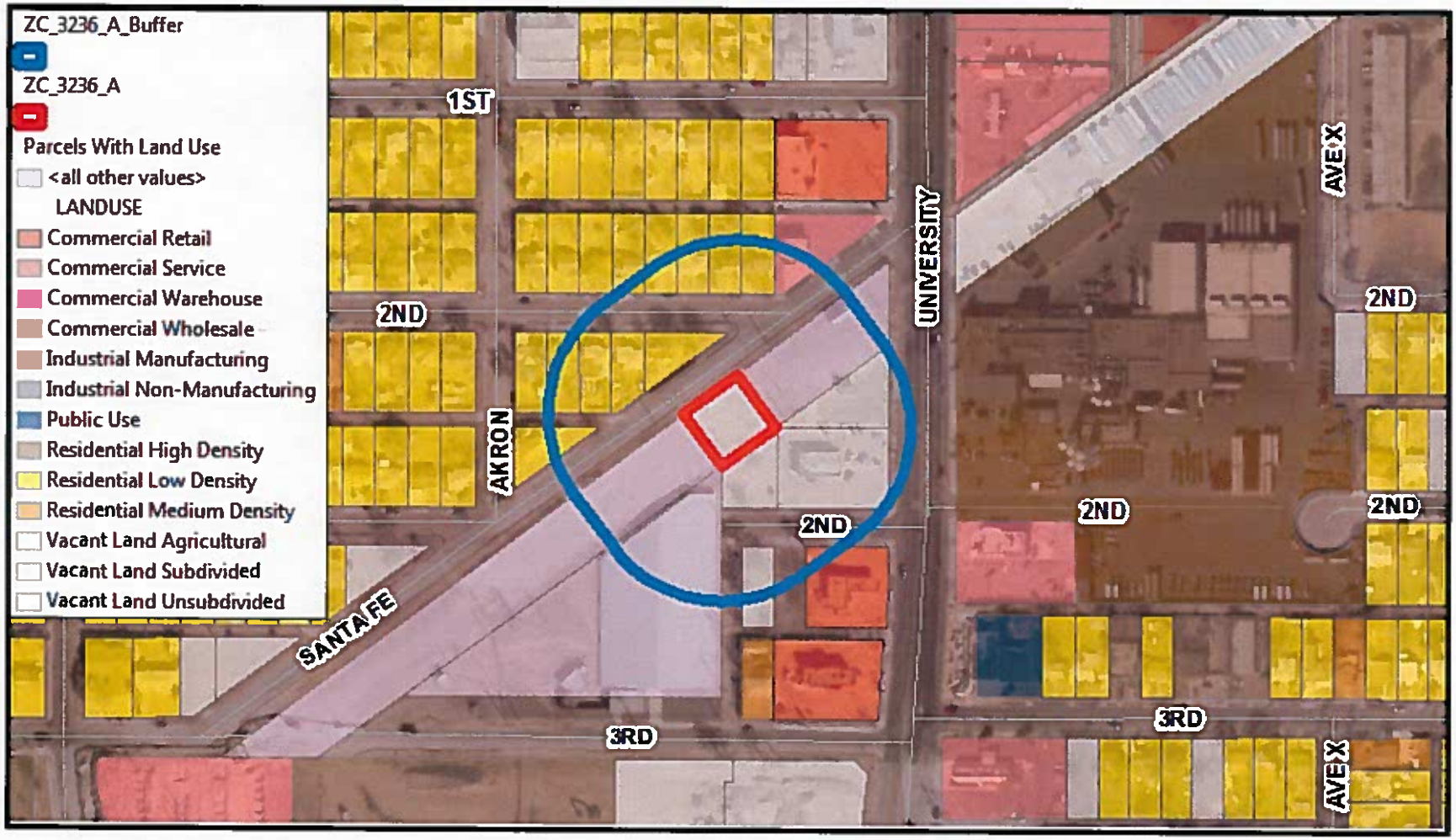
This instrument was acknowledged before me on the 23 day of October, 2013 by HOILE LEE SHAKESPEARE and SUSAN MICHAEL SHAKESPEARE.

DAVID FRISBIE
Notary Public, State of Texas
My Commission Expires
July 08, 2016

NOTARY PUBLIC, STATE OF TEXAS

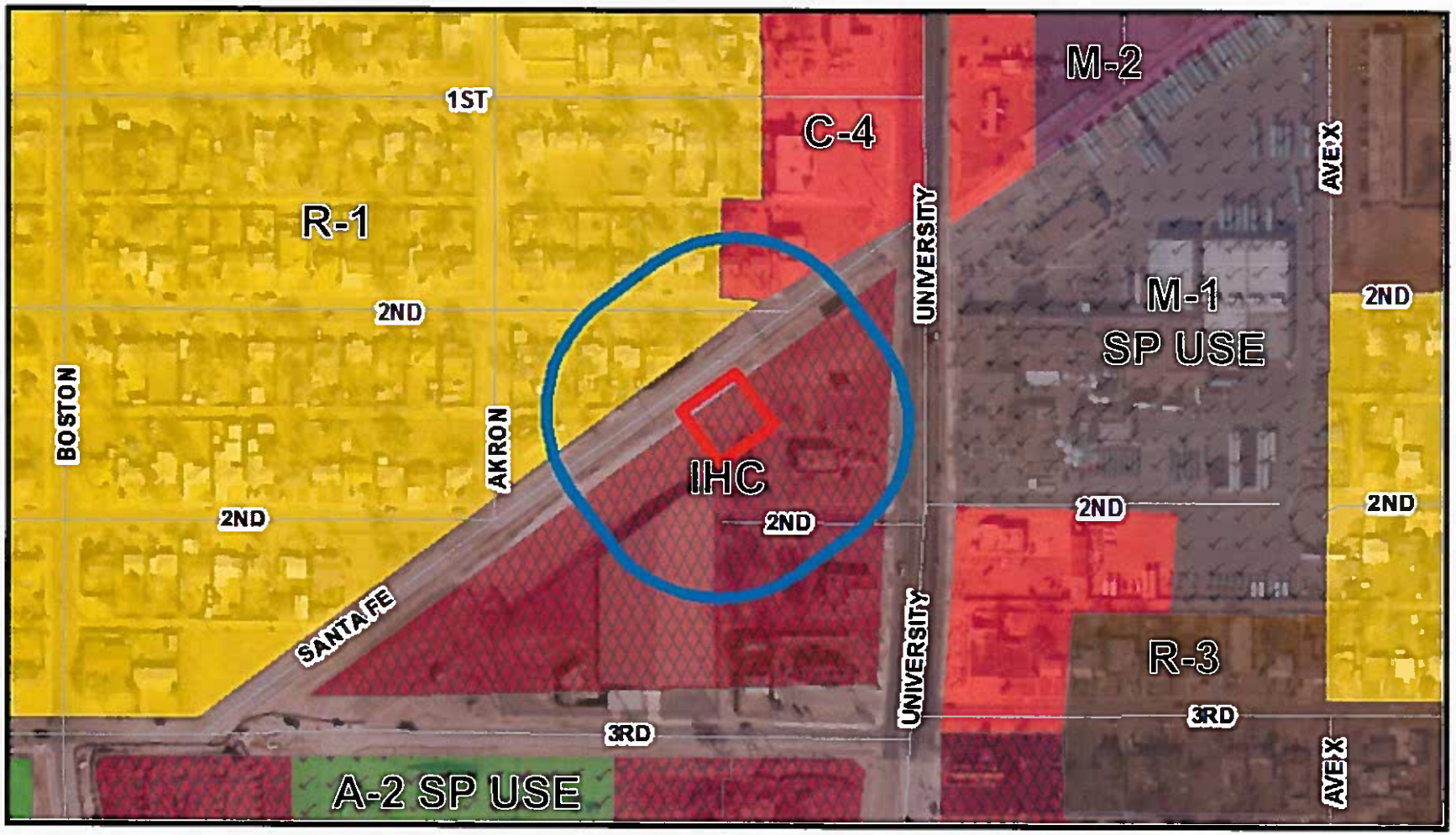


P.Z.C. Case 3236-A



P.Z.C. Case 3236-A

Request of Vince Huebinger (for SWCWC/Sprint Spectrum) for a zoning change from IHC to IHC Specific Use for a temporary telecommunications tower, 2553 Santa Fe Drive



P.Z.C. Case 3236-A Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print): Vince Huebinger
1715 Capital of Texas Hwy. South, Suite 207 (Street/Post Office Box)
Austin (City) Texas (State) 78746 (Zip)
(512) 328-2693 (Telephone)

For: SWCWC / Sprint Spectrum
11044 Research Blvd. Ste C-300 (Street/Post Office Box)
Austin (City) Texas (State) 78759 (Zip)
(512) 551-0227 (Telephone)

Location or Address: 2553 Santa Fe Drive

Legal Description:* Blk A - Sec 20 - AB 925 TR RR2 AC: .234

Existing Land Use: vacant **Existing Zoning:** "C1" commercial

Acreage or Square Footage of Property: .234 ac / 10,193 sf

Zoning Requested: Temporary use Permit / Special Use Permit

Proposed Development: Deploy temporary - Cell tower on wheels (COW) for Sprint Communications on vacant lot for Red Raiders football games

If property is not subdivided, will preliminary plat be submitted? Yes ____ No ✓

Applicant's Signature **Date** 7/2/15

Filing Fee: #475-
($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: 93491 MAP 2

Zone Case No.: 236-A **Agenda No.:** ____

Request for zoning change from: 1HC **To:** 1HC SP USE for a temporary telecommunications tower on 0.234 acres of unplatted land out of block A section 20

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 2553 Santa Fe Dr.

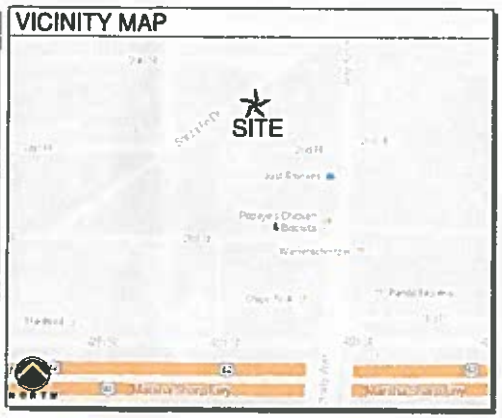
JV

exas Tech
A - 206 University - 33.595514°, -101.870942°
B - 2553 Sante Fe Dr - 33.595540°, -101.871380°
2nd Pl
047

AERIAL MAP

ZONING MAP

VICINITY MAP



SPECIAL USE PERMIT SITE PLAN

PROJECT TYPE:
PROPOSED CELL SITE DEVELOPMENT

DATE:
07/01/2015

SITE INFORMATION:

SITE NAME: TEXAS TECH TEMP. COW
SITE ADDRESS: 2553 SANTA FE DR
LUBBOCK, TX 79415
PARCEL #
JURISDICTION: CITY OF LUBBOCK
LUBBOCK COUNTY
LATITUDE: 33.566556
LONGITUDE: -101.871297
USE: TELECOMMUNICATION FACILITY
ZONING:

OWNER INFORMATION:

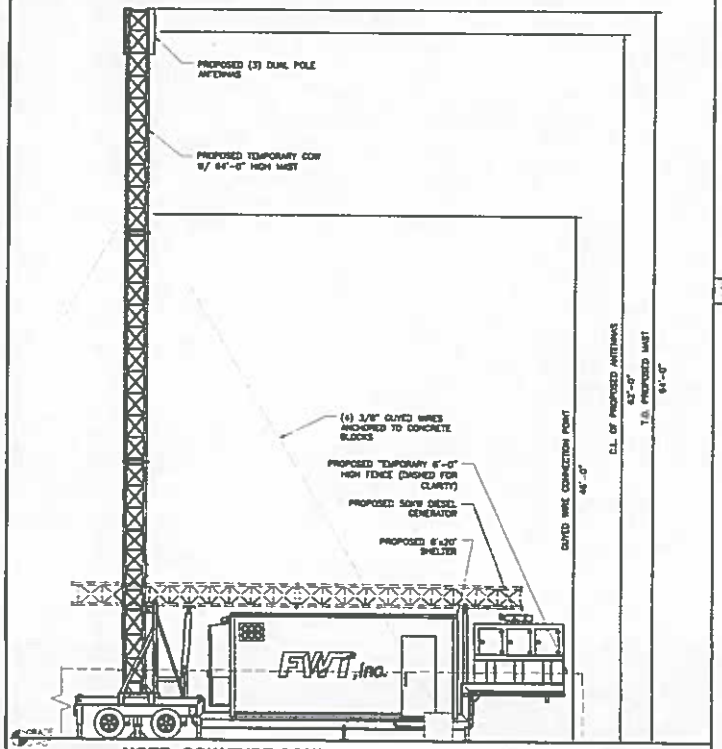
BETHEL PROPERTY MANAGEMENT LLC
8121 16TH ST
LUBBOCK, TX 79416

LEGAL DESCRIPTION:

BLK A SEC 20 AB 925 TR PR2 AC: 234

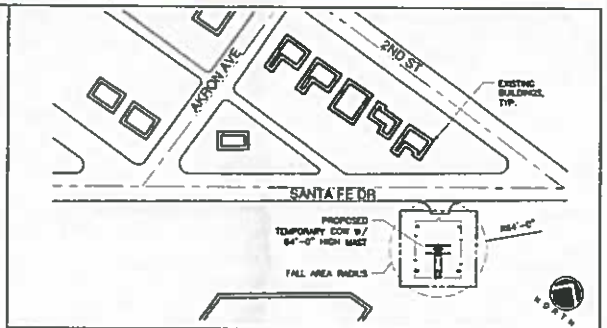
CODE COMPLIANCE:

GOVERNING BUILDING CODES:
INTERNATIONAL BUILDING CODE 2006 (IBC)
NATIONAL ELECTRICAL CODE (2011)

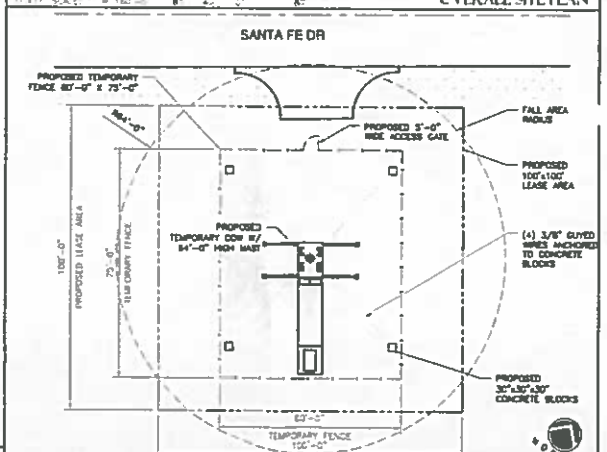


NOTE: COW TYPE COULD CHANGE TO CHAMPION COW

SOUTHWEST ELEVATION



OVERALL SITE PLAN



SITE PLAN

PROJECT DIRECTORY

APPLICANT:
SPRINT
CONTACT: ADRIAN ROSALES
PHONE: (512) 800-0341
FAX: (512) 267-4066

ARCHITECT:
KDC ARCHITECTS ENGINEERS, P.C.
7500 CANNA COVE
AUSTIN, TEXAS 78759
CONTACT: MARIO MARTINEZ, AIA
PHONE: (512) 848-8722
FAX: (720) 848-1466

KDC
ARCHITECTS.ENGINEERS, P.C.
5600 S. QUEBEC ST., SUITE 100D
GREENWOOD VILLAGE, CO 80111
PHONE: 303.750.6999
FAX: 303.750.8236

GENERAL NOTES

NOT FOR CONSTRUCTION PURPOSES

ADVERTISING IS PROHIBITED ANYWHERE ON A WTF, WITH THE EXCEPTION OF THE MINIMUM SIGNAGE AS REQUIRED BY THE FEDERAL COMMUNICATIONS COMMISSION (FCC) REGULATIONS OR NECESSARY FOR THE OPERATIONS OF A WTF.

AN IDENTIFICATION SIGN FOR EACH SERVICE PROVIDER RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF A WTF AT THE SITE, NOT LARGER THAN TWO SQUARE FEET, SHALL BE POSTED AT A LOCATION FROM WHICH IT CAN BE EASILY READ FROM OUTSIDE THE PERIMETER OF THE WTF, AND SHALL PROVIDE THE NAME, ADDRESS, AND EMERGENCY NUMBER OF THE RESPONSIBLE SERVICE PROVIDER.

APPROVALS/ISSUE DATES

ORIGINAL SUBMITTAL DATE:

ACCEPTED FOR APPROVAL:

CITY OF LUBBOCK, TX

Sprint

SWC AWC

AUSTIN, TEXAS
PHONE: 281-435-2550
FAX: 512-267-4066

TEXAS TECH TEMP. COW

DA99XT032
2553 SANTA FE DR
LUBBOCK, TX 79415
LUBBOCK COUNTY

ISSUE DATE: 07/01/2015

ISSUED FOR: ZONING

REVISIONS

REV	DATE	DESCRIPTION	INITIALS
A	08/15/14	ISSUE FOR 90% ZD	ST

NOT FOR CONSTRUCTION UNLESS LABELED AS CONSTRUCTION SET

LICENSURE:

SHEET TITLE:
ZONING DRAWING

SHEET NUMBER: A-1

REVISION: A

243005

EXHIBIT "A"

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THENCE N 55°42'00" E, with the Southeast line of Santa Fe Drive, 101 88 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Northeast corner of this tract;

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FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County TEXAS
October 30, 2013 02:36.50 PM
FEE: $24.00 2013043496

administrators, successors or assigns forever Grantor binds Grantor and Grantor's heirs and successors to warrant and 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 when the claim is by, through, or under Grantor but not otherwise, except to as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

HOILE LEE SHAKESPEARE

SUSAN MICHAEL SHAKESPEARE

THE STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 23 day of October, 2013 by HOILE LEE SHAKESPEARE and SUSAN MICHAEL SHAKESPEARE.

DAVID FRISBIE
Notary Public, State of Texas
My Commission Expires
July 08, 2016

NOTARY PUBLIC, STATE OF TEXAS

DEED 2013043496

3 PGS

Please Return to Title One, 4417 71st St., Ste 34, Lubbock, TX 79424 GF#131404

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

COUNTY OF LUBBOCK

Date: October 23, 2013

Grantor: HOILE LEE SHAKESPEARE and SUSAN MICHAEL SHAKESPEARE, husband and wife

Grantee: BETHEL PROPERTY MANAGEMENT, LLC

Grantee's Mailing Address: P.O. Box 739, Lubbock, TX 79408

Consideration:

Ten and No/100 Dollars ($10.00), and other good and valuable consideration, to Grantor paid, and secured to be paid, by Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed.

Property (including any improvements):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES

Reservations from and Exceptions to Conveyance and Warranty:

All valid easements, restrictions, covenants, mineral reservations and maintenance fund liens, if any, applicable to the above described property as shown by the records of the County Clerk of the county in which said real property is located.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

Grantor, for the consideration and subject to the reservations from and 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 hold it to Grantee, Grantee's heirs, executors,

Sprint
11044 RESEARCH BLVD STE C-300
Austin, TX 78759
Office: (512) 551-0227 Cell: (512)633-8353

Holly Rieckhoff
Site Development Real Estate
NTWK PROJ/PROG MGR III

Letter of Authorization

RE: Sprint Spectrum L.P. (Sprint) Site Development activities

Subject: Letter of Authorization for **SWCWC, Inc.**
DA99XT032
2015 College Football Season - Texas Tech

To whom it may concern,

By way of this letter, please recognize that Sprint has engaged **SWCWC, Inc.** to represent our company to evaluate site conditions, negotiate modifications to our current real estate agreements, obtain necessary permits, perform deployment of Cell on Wheels (COW), and perform maintenance and service work at our facilities. Sprint values its good reputation with its landlords and local government agencies and has instructed **SWCWC, Inc.** to protect its good standing in all matters. To that extent, please accept this as Sprint authorization for you to discuss the terms of our site agreement and possible improvements or changes that may be proposed at the facility with **SWCWC, Inc.** group.

Regards,

Holly Rieckhoff
Holly Rieckhoff

Mr. Andrew Paxton, Director
Planning and Development
City of Lubbock Texas

Date

RE: Landowner Authorization letter, 2553 Santa Fe Dr., Lubbock Texas 79415

Mr. Paxton;

As record owners of the tract described in the above legal description, we hereby authorize SWCWC, along with their consultants, Vincent Gerard & Associates, to file all appropriate zoning , plans and permits on the specified tract listed above for Sprint Communications. This application is for a temporary use of a "cell on Wheels" (COW) for the length of the Texas Tech football season.

Signature

Owners Printed Names

6/23/15

150 mph COWs (8-16-04)

Mast height	Guy info	Wind speed (fastest mile) 90 mph	Wind speed (fastest mile) 100 mph	Wind speed (fastest mile) 110 mph	Wind speed (fastest mile) 120 mph	Wind speed (fastest mile) 150 mph
164 ft		G4 (158 ft) - 9/16" EHS (TR) G3 (118 ft) - 3/8" EHS G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G4 (158 ft) - 9/16" EHS (TR) G3 (118 ft) - 3/8" EHS G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G4 (158 ft) - 9/16" EHS (TR) G3 (118 ft) - 3/8" EHS G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G4 (158 ft) - 9/16" EHS (TR) G3 (118 ft) - 3/8" EHS G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G4 (158 ft) - 3/4" EHS (TR) G3 (118 ft) - 7/16" EHS G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS
	Multiple anchors	Rad 126': 16.2 K @ 50.6° Rad 94': 3.7 K @ 51.2° Rad 62': 3.5 K @ 52.0° Rad 30': 2.8 K @ 53.6°	Rad 126': 18.6 K @ 50.6° Rad 94': 4.3 K @ 51.1° Rad 62': 4.0 K @ 51.9° Rad 30': 3.1 K @ 53.6°	Rad 126': 21.8 K @ 50.5° Rad 94': 5.0 K @ 51.1° Rad 62': 4.6 K @ 51.9° Rad 30': 3.5 K @ 53.6°	Rad 126': 25.1 K @ 50.5° Rad 94': 5.7 K @ 51.1° Rad 62': 5.3 K @ 51.9° Rad 30': 3.9 K @ 53.6°	Rad 126': 42.6 K @ 50.3° Rad 94': 9.5 K @ 51.0° Rad 62': 7.5 K @ 51.8° Rad 30': 5.7 K @ 53.5°
	Single anchor	Rad 126': 24.6 K @ 44.1°	Rad 126': 28.4 K @ 44.3°	Rad 126': 32.7 K @ 44..4°	Rad 126': 37.4 K @ 44.5°	Rad 126': 60.9 K @ 45.2°
144 ft		G3 (138 ft) - 9/16" EHS (TR) G2 (98 ft) - 3/8" EHS G1 (58 ft) - 3/8" EHS	G3 (138 ft) - 9/16" EHS (TR) G2 (98 ft) - 3/8" EHS G1 (58 ft) - 3/8" EHS	G3 (138 ft) - 9/16" EHS (TR) G2 (98 ft) - 3/8" EHS G1 (58 ft) - 3/8" EHS	G3 (138 ft) - 9/16" EHS (TR) G2 (98 ft) - 3/8" EHS G1 (58 ft) - 3/8" EHS	G3 (138 ft) - 5/8" EHS (TR) G2 (98 ft) - 3/8" EHS G1 (58 ft) - 3/8" EHS
	Multiple anchors	Rad 110': 15.4 K @ 50.7° Rad 78': 3.5 K @ 51.5° Rad 46': 3.3 K @ 52.6°	Rad 110': 17.6 K @ 50.7° Rad 78': 4.0 K @ 51.4° Rad 46': 3.7 K @ 52.5°	Rad 110': 20.6 K @ 50.7° Rad 78': 4.6 K @ 51.4° Rad 46': 4.3 K @ 52.5°	Rad 110': 23.6 K @ 50.7° Rad 78': 5.3 K @ 51.4° Rad 46': 4.9 K @ 52.5°	Rad 110': 36.5 K @ 50.6° Rad 78': 7.4 K @ 51.3° Rad 46': 7.2 K @ 52.5°
	Single anchor	Rad 110': 21.2 K @ 46.3°	Rad 110': 24.4 K @ 46.4°	Rad 110': 28.1 K @ 46.4°	Rad 110': 32.2 K @ 46.5°	Rad 110': 48.6 K @ 46.7°
124 ft		G3 (118 ft) - 9/16" EHS (TR) G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G3 (118 ft) - 9/16" EHS (TR) G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G3 (118 ft) - 9/16" EHS (TR) G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G3 (118 ft) - 9/16" EHS (TR) G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS	G3 (118 ft) - 9/16" EHS (TR) G2 (78 ft) - 3/8" EHS G1 (38 ft) - 3/8" EHS
	Multiple anchors	Rad 94': 14.7 K @ 50.9° Rad 62': 3.2 K @ 51.9° Rad 30': 2.7 K @ 53.6°	Rad 94': 16.8 K @ 50.9° Rad 62': 3.6 K @ 51.8° Rad 30': 3.0 K @ 53.6°	Rad 94': 19.4 K @ 50.9° Rad 62': 4.1 K @ 51.8° Rad 30': 3.4 K @ 53.5°	Rad 94': 22.2 K @ 50.9° Rad 62': 4.6 K @ 51.8° Rad 30': 3.7 K @ 53.5°	Rad 94': 32.8 K @ 50.8° Rad 62': 6.6 K @ 51.7 ° Rad 30': 5.2 K @ 53.5°
	Single anchor	Rad 94': 19.7 K @ 46.0°	Rad 94': 22.4 K @ 46.1°	Rad 94': 25.6 K @ 46.2°	Rad 94': 29.2 K @ 46.3°	Rad 94': 42.0 K @ 46.6°
104 ft		G3 (98 ft) - 9/16" EHS (TR) G2 (58 ft) - 3/8" EHS G1 (22 ft) - 3/8" EHS	G3 (98 ft) - 9/16" EHS (TR) G2 (58 ft) - 3/8" EHS G1 (22 ft) - 3/8" EHS	G3 (98 ft) - 9/16" EHS (TR) G2 (58 ft) - 3/8" EHS G1 (22 ft) - 3/8" EHS	G3 (98 ft) - 9/16" EHS (TR) G2 (58 ft) - 3/8" EHS G1 (22 ft) - 3/8" EHS	G3 (98 ft) - 9/16" EHS (TR) G2 (58 ft) - 3/8" EHS G1 (22 ft) - 3/8" EHS
	Multiple anchors	Rad 78': 13.9 K @ 51.1° Rad 46': 2.8 K @ 52.5° Rad 18': 2.2 K @ 54.4°	Rad 78': 15.8 K @ 51.1° Rad 46': 3.1 K @ 52.4° Rad 18': 2.4 K @ 54.4°	Rad 78': 18.0 K @ 51.1° Rad 46': 3.5 K @ 52.4° Rad 18': 2.6 K @ 54.3°	Rad 78': 20.6 K @ 51.1° Rad 46': 3.9 K @ 52.4° Rad 18': 2.8 K @ 54.3°	Rad 78': 30.3 K @ 51.0° Rad 46': 5.4 K @ 52.3° Rad 18': 3.7 K @ 54.3°
	Single anchor	Rad 78': 18.0 K @ 45.6°	Rad 78': 20.4 K @ 45.8°	Rad 78': 22.9 K @ 46.0°	Rad 78': 26.0 K @ 46.2°	Rad 78': 37.1 K @ 46.8°
84 ft		G2 (78 ft) - 9/16" EHS (TR) G1 (38 ft) - 3/8" EHS	G2 (78 ft) - 9/16" EHS (TR) G1 (38 ft) - 3/8" EHS	G2 (78 ft) - 9/16" EHS (TR) G1 (38 ft) - 3/8" EHS	G2 (78 ft) - 9/16" EHS (TR) G1 (38 ft) - 3/8" EHS	G2 (78 ft) - 9/16" EHS (TR) G1 (38 ft) - 3/8" EHS
	Multiple anchors	Rad 62': 13.1 K @ 51.4° Rad 30': 2.5 K @ 53.6°	Rad 62': 14.8 K @ 51.4° Rad 30': 2.7 K @ 53.5°	Rad 62': 16.8 K @ 51.4° Rad 30': 3.0 K @ 53.5°	Rad 62': 19.0 K @ 51.3° Rad 30': 3.3 K @ 53.5°	Rad 62': 27.5 K @ 51.3° Rad 30': 4.5 K @ 53.4°
	Single anchor	Rad 62': 15.3 K @ 46.5°	Rad 62': 17.1 K @ 46.6°	Rad 62': 19.3 K @ 46.6°	Rad 62': 21.8 K @ 46.7°	Rad 62': 31.0 K @ 46.9°
64 ft		G2 (58 ft) - 9/16" EHS (TR) G1 (22 ft) - 3/8" EHS	G2 (58 ft) - 9/16" EHS (TR) G1 (22 ft) - 3/8" EHS	G2 (58 ft) - 9/16" EHS (TR) G1 (22 ft) - 3/8" EHS	G2 (58 ft) - 9/16" EHS (TR) G1 (22 ft) - 3/8" EHS	G2 (58 ft) - 9/16" EHS (TR) G1 (22 ft) - 3/8" EHS
	Multiple anchors	Rad 46': 12.3 K @ 51.8° Rad 18': 2.1 K @ 54.4°	Rad 46': 13.7 K @ 51.8° Rad 18': 2.2 K @ 54.4°	Rad 46': 15.3 K @ 51.7° Rad 18': 2.4 K @ 54.3°	Rad 46': 17.1 K @ 51.7° Rad 18': 2.6 K @ 54.3°	Rad 46': 24.1 K @ 51.7° Rad 18': 3.5 K @ 54.2°
	Single anchor	Rad 46': 14.1 K @ 46.4°	Rad 46': 15.6 K @ 46.5°	Rad 46': 17.3 K @ 46.6°	Rad 46': 19.3 K @ 46.7°	Rad 46': 28.7 K @ 49.0°
44 ft		Not required	Not required	G1 (38 ft) - 9/16" EHS (TR) Rad 30': 13.5 K @ 52.3°	G1 (38 ft) - 9/16" EHS (TR) Rad 30': 14.9 K @ 52.3°	G1 (38 ft) - 9/16" EHS (TR) Rad 30': 20.3 K @ 52.2°

TR = Torsion Resistor

VINCENT GERARD AND ASSOCIATES, INC.

Mr. Andrew Paxton
Planning Director, City of Lubbock

RE: 2553 Santa Fe Drive, Lubbock Texas, Sprint Specific Use Permit for Temporary Wireless Facility – Texas Tech Football

Mr. Paxton; We respectfully request a review and approval of a Specific Use Permit for Sprint Communications. This site location will be used as a temporary Wireless facility located at the address listed above. This "COW" (Cell on Wheels) is for Jones AT&T Stadium and overflow capacity crowd for Sprint customers during game day for Texas Tech football. At this time, full approval of the temporary use will not be granted in time for the Red Raider opening game. We have requested the use of the COW on game day only and will lower the mast after game day until we receive full approval of the structure from the City of Lubbock. The following information is being provided with the application and fee for this Specific Use Permit.

- Application & Fee,
- Location Maps,
- City of Lubbock Web site Map of parcel,
- Warranty Deed with Legal Description,
- Zoning Site plan with Specific details of COW elevation & location,
- Structural details for COW wind loads based on height, &
- Owner Authorization documents.

The proposed use of this will extend from September 5 -December 31 2015. The height will be approximately 64' with 3 sectional antennas on the top of the mast. It will meet or exceed the standard wind loads of the City of Lubbock and will have security fencing in place before the site is operational. The site area is 100' x 100', located on Retail - C1 zoning and will benefit callers on the weekend football games. SWCWC is the general contractor and is the applicant on this site. The user will be Sprint/Erickson Communications. VGA will be the agent representing SWCWC on the application so please forward all communications to us as the agent. If you have any questions please do not hesitate to call, thanks.

Vincent G. Huebinger
Vincent Gerard & Associates Inc.

Regular City Council Meeting **7. 12.**

Meeting Date: 09/10/2015

Information

Agenda Item

Ordinance 2nd Reading - Mayor: Consider Ordinance 2015-O0093 amending Chapter 8, "Businesses and Amusements" of the Code of Ordinances of the City of Lubbock, Texas, by adding Article 8.20, "Mobile Billboards", to allow mobile billboards the use of the public right-of-way; providing a penalty; providing a saving clause and providing for publication.

Item Summary

On August 27, 2015, the City Council approved the first reading of the ordinance.

In November of 2014, City Council passed an ordinance to allow mobile food vendors to operate on private property within certain appropriate commercial districts. The medical district was not included in this ordinance. Now, almost a year after implementation, an amendment to allow mobile food vendors to locate and sell in this underserved area, has been requested on multiple occasions. In Staff's opinion, this change should not be a detriment to the medical district.

Fiscal Impact

None.

Staff/Board Recommending

Glen Robertson, Mayor

Attachments

Ordinance - Mobile Billboards

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, "BUSINESSES AND AMUSEMENTS", OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, BY ADDING ARTICLE 8.20, "MOBILE BILLBOARDS", ESTABLISHING RULES FOR THE USE OF MOBILE BILLBOARDS IN THE PUBLIC RIGHT-OF-WAY OPEN TO VEHICULAR TRAFFIC; 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 amend the Code of Ordinances to establish rules for the use of mobile billboards in the public right-of-way open to vehicular traffic as set forth herein; and

WHEREAS, the use of mobile billboards in the public right-of-way open to vehicular traffic as set forth herein is specifically exempted from the regulation of advertising vehicles as provided in Section 20.04.015 and Section 40.04.005 of the Code of Ordinances; **NOW THEREFORE:**

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

SECTION 1. THAT the Code of Ordinances, City of Lubbock, Texas, is hereby amended by adding Article 8.20, which reads as follows:

Section 8.20.001 Definitions

Mobile. The state of being in active, but not necessarily continuous, movement; capable of being moved and not permanently fixed or placed.

Mobile Billboard. Any vehicle for hire, including a trailer, with an illuminated or non-illuminated panel, board, screen, banner, flag, electronic device or any other type of appendage or feature, having the primary purpose to advertise, promote or draw attention to a product, service, event or other similar purpose.

Section 8.20.002 Mobile Billboard Requirements

(a) A mobile billboard may use the public right-of-way within the city limits as long as such mobile billboard:

(1) remains mobile on a major thoroughfare, freeway, or expressway as defined by the city's current thoroughfare plan;

(2) does not emit any sound, odor, light, or visible matter which serves as a distraction to persons within the public right-of-way or which unreasonably

disturbs or interferes with the sleep, peace, comfort, or repose of any person with ordinary sensibilities;

(3) does not, by reason of its size, location, movement, content, coloring, or manner of illumination:

(i) cause any person with ordinary sensibilities to confuse or construe it as a traffic control sign, signal device, or the light of an emergency or road equipment vehicle, or

(ii) hide from view any traffic or street sign, signal, or device;

(4) does not operate between the hours of 3:00 a.m. and 6:00 a.m.; and

(5) is in compliance with all applicable registration, permitting and other regulations as required under the Texas Transportation Code, including any vehicle width, height, and weight restrictions.

(b) A mobile billboard may not be parked, driven, stationed or moving in any manner on private property within the city limits, unless such mobile billboard is parked or stationed out of view from any public right-of-way.

(c) If a mobile billboard utilizes an electronic message display, such electronic message display shall:

(1) contain static messages only and shall not have movement, or the appearance or optical illusion of movement, of any part of the mobile billboard structure, design, or pictorial segment of the mobile billboard, including the movement or appearance of movement of any illumination or the flashing, scintillating or varying of light intensity;

(2) allow no more than 0.3 seconds between each static message displayed on the mobile billboard; and

(3) display each static message for a minimum of 10 seconds.

(d) Any mobile billboard, as defined in this Article, is specifically excluded from the regulation of advertising vehicles or trailers as provided in Section 20.04.015 and Section 40.04.005 of this Code of Ordinances.

Section 8.20.003 Penalty

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, Texas.

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

SECTION 3. 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 on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Glen C. Robertson, Mayor

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

Regular City Council Meeting **7. 13.**

Meeting Date: 09/10/2015

Information

Agenda Item

Ordinance 1st Reading - Planning: Consider an ordinance amending Chapter 8, Section 8.19.003, of the Code of Ordinances of the City of Lubbock, Texas in regard to the expansion of permitted locations of mobile food vendors; providing a penalty clause; providing a savings clause; and providing for publication.

Item Summary

Same as stated above.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Mangager

Attachments

Ordinance - Mobile Food Vendors

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, SECTION 8.19.003, OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS IN REGARD TO THE EXPANSION OF PERMITTED LOCATIONS OF MOBILE FOOD VENDORS; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendment to Chapter 8 of the Code of Ordinances of the City of Lubbock; **NOW THEREFORE,**

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

SECTION 1. THAT Section 8.19.003 of the Code of Ordinances of the City of Lubbock, Texas is hereby amended to read as follows:

Sec. 8.19.003 Permitted locations

Subject to the provisions of this article, mobile food vendors shall be permitted to conduct business in the following zoning districts: C-3, C-4, IHC, IHI, M-1, M-2, CB1, CB2, CB3, CB4, CB5, and CB6. Additionally, mobile food vendors shall be permitted to conduct business in the AM zoning district generally located within the boundaries of 19th Street to the north, Indiana Avenue to the east, 24th Street to the south, and Quaker Avenue to the west, more particularly described in the City's Comprehensive Land Use Plan as the "AM Policy District."

SECTION 2. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

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

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

SECTION 5. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

Ord. Bus. & Amu. – Chapter 8.19.003 – Mobile Food Vendors
August 25, 2015

Regular City Council Meeting **7. 14.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Planning: Consider a resolution adopting the Annexation and Growth Policy Report.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Resolution - Annexation & Growth Policy Report

RESOLUTION

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

THAT the City Council hereby adopts the Annexation and Growth Policy Report as presented to the Council by the Annexation and Growth Advisory Committee for the City of Lubbock. Said Annexation and Growth Policy Report 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:

_____
Andrew Paxton, Planning and Zoning Director

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

ccdocs/RES. Adoption – Annexation and Growth Policy Report
August 31, 2015

Regular City Council Meeting **7. 15.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Planning: Consider resolution authorizing the Mayor to establish the Annexation and Growth Advisory Committee as a standing committee.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Resolution - Annexation & Growth Advisory Committee

RESOLUTION

WHEREAS, the City Council of the City of Lubbock on October 23, 2014, by way of Resolution 2014-R0358, created the Annexation and Growth Advisory Committee (the "Committee") to study the issues of growth and annexation and their impact on City of Lubbock development and infrastructure, and to report its findings and recommendations to City Council; and

WHEREAS, the Committee fulfilled its charge under the aforementioned resolution, and presented its findings and recommendations to the City Council on August 27, 2015; and

WHEREAS, the City Council continues to recognize the value of in-depth, relevant discussion on certain matters within the jurisdiction of the City Council, as well as the input of key participants and stakeholders in those matters; and

WHEREAS, in light of continued population growth and migration trends in the Lubbock metropolitan area, the City Council desires to have a more comprehensive understanding of the intricacies of the annexation process, the implications of community growth for that process, as well as meaningful recommendations regarding present and future annexation policy for the City of Lubbock; and

WHEREAS, the City Council desires that an advisory committee be established that will study the issues of growth and annexation, and the impact on City of Lubbock development and infrastructure, and report back to the City Council with findings and recommendations regarding same; **NOW THEREFORE:**

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

A. THAT the Annexation and Growth Advisory Committee shall be promptly reconstituted and reconvened, comprised most similarly as practical of members formerly serving on the Committee, with Council appointing replacement members as necessary; in order to fill the five (5) positions as set forth below:

1. One (1) member representative of the home-building profession;
2. One (1) member representative of the professional real estate development profession;
3. One (1) member representative of the engineering and planning consulting profession; and
4. Two (2) members appointed at-large from residents of the City of Lubbock;

B. THAT the members of the Committee shall serve three (3) year terms that begin the month following the reconstitution of current or replacement members. The

Committee shall stagger terms. During the first meeting of the Committee after reconstitution, three (3) members shall be chosen by the casting of lots to serve a three (3) year term, and the remaining two (2) members shall serve a two (2) year term.

C. **THAT** the chair and the vice-chair of the Committee shall be selected by and from the membership thereof;

D. **THAT** the City Manager shall designate certain City of Lubbock staff, as set forth below, to assist the Committee in its deliberations, and to serve as a resource as needed:

1. an assistant-level City Manager;
2. the Executive Director of Budget;
3. the Director of Planning; and
4. the City Engineer;

E. **THAT** the Committee shall review all recommended annexation initiatives as set forth in the Annexation and Growth Policy Report of August 2015, and present a proposed annexation schedule to Council;

F. **THAT** the Committee shall hold meetings to deliberate topics related to growth and annexation in and by the City of Lubbock, and any impact on City of Lubbock development and infrastructure, and shall, using whatever time and resources needed, formulate findings and recommendations for consideration by the City Council; and

G. **THAT** the regular meetings of the Committee shall be held at times and locations established by a majority of the Committee members. A simple majority shall constitute a quorum, and a majority vote of the quorum shall be required for any action to be taken by the Committee. All meetings and procedures shall be consistent with the policies of the City of Lubbock concerning advisory Committees and Boards.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning and Zoning

APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

ccdocs/RES. Standing Annexation and Growth Advisory Committee
August 31, 2015

Regular City Council Meeting **7. 16.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute an Amendment to the Commitment Agreement between the City of Lubbock and the College Baseball Foundation increasing the real property to be transferred to the College Baseball Foundation to include the parking lot at 1502 Mac Davis Lane.

Item Summary

In June, 2010, the City Council approved a Commitment Agreement with the College Baseball Foundation (CBF), a Texas nonprofit organization, for transfer of the City-owned tract of property located across from the Civic Center, bounded by Marsha Sharp Freeway on the north, Avenue O on the west and Mac Davis Lane on the south, including the grassy area, but not the parking lot on the south side of the block facing Mac Davis Lane, the area containing the Civic Center Power Plant and the road surrounding the Power Plant. The property will be used to build a permanent facility for the National College Baseball Hall of Fame Museum and will be transferred when the CBF is able to provide assurances satisfactory to the City that its financial condition is strong enough to provide an income stream for construction and operation of the Museum before December 31, 2015.

The CBF is requesting that the Commitment Agreement be amended so that the parking lot as described above is included in the property transferred by the City to the CBF in order to provide parking for the new facility.

Fiscal Impact

None.

Staff/Board Recommending

James Loomis, City Manager

Attachments

Resolution and Amendment Agreement - CBF

Commitment to Agreement 2010 - CBF

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 an Amendment to the Commitment Agreement between the City of Lubbock and the College Baseball Foundation to increase the real property transferred to include the parking lot at 1502 Mac Davis Lane. 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 Council.

Passed by the City Council on _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis,
City Manager

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

City Att / Linda Res- Amend CBF Commitment Agmt
July 21, 2015

AMENDMENT TO
COMMITMENT AGREEMENT

This AMENDMENT is made and entered into by and between the City of Lubbock, (the "CITY"), a municipal corporation, and the College Baseball Foundation ("the CBF"), a Texas nonprofit organization, acting by through their respective and duly authorized officers and officials.

WITNESSETH:

WHEREAS, the CITY and CBF entered into a Commitment Agreement June 24, 2010, authorized by City of Lubbock Resolution No. 2010-R0300, for the transfer of a portion of City-owned property across from the Civic Center in Lubbock, Texas, consisting of approximately, 5 acres, bounded by the Marsha Sharp Freeway on the North, Avenue O on the West, and Mac Davis Lane on the South which includes the grassy area, but not the parking lot facing Mac Davis Lane, the area containing the Civic Center Power Plant and the road surrounding the Power Plant, for the purpose of building The National College Baseball Hall of Fame; and

WHEREAS, the City Council of the City of Lubbock finds that CBF has provided assurances satisfactory to the City that its financial condition is strong enough to provide an income stream for construction and operation of the Museum and that CBF will be able to begin construction by December 31, 2015; and

WHEREAS, the CITY and CBF desire to make an Amendment to the terms of the COMMITMENT AGREEMENT to increase the real property transferred to include the parking lot facing Mac Davis Lane in order to provide parking for the new facility;

NOW, THEREFORE, the CITY and CBF, agree to the following amendments:

1. Article I is amended to also include the representations, covenants, findings, and recitations set forth in the foregoing recitations which are hereby incorporated into and made a part of the Commitment Agreement.

2. Article IV, paragraph 4.3 is hereby deleted and replaced by the following paragraph 4.3:

> "4.3 If the Conditions Precedent to Performance, described in Article III and Article V, have been met prior to December 31, 2015, City agrees to transfer to CBF by Deed Without Warranty, substantially in the form attached hereto as Exhibit "B," a portion of the real property described in the attached Exhibit "A" being approximately 7.87 acres in size and including the grassy area and the public parking lot, but excluding the portion containing the Civic Center Power Plant and the road surrounding the Power Plant."

3. Exhibit "A" containing a description and map of the property to be conveyed is hereby deleted and replaced by the attached Exhibit "A."

Executed on _____, 2015.

CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

COLLEGE BASEBALL FOUNDATION

BY: _____
Dr. Mike Gustafson
Executive Director

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

James Loomis, City Manager

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

L:\Cityatt\Linda\CBF Commitment Amendment
July 15, 2015

EXHIBIT "A" – Page 1
Real Property Description

A portion of the following described property deeded to the City of Lubbock September 17, 1973, as recorded in the Deed Records of Lubbock County at Volume 1359, Page 826, and situated in Lubbock County, Texas:

Lot One (1), Block (1), Memorial Center Addition to the City of Lubbock, Lubbock County, Texas.

Save and except the portion located at 1402 Mac Davis Lane containing the Civic Center Power Plant and the road surrounding the Power Plant, all as depicted on the map in Exhibit A – Page 2.

EXHIBIT "A" – Page 2

A Portion of Lot 1, Block 1, Memorial Center Addition

Portion of Lot 1, Block 1, Memorial Center Addition (~7.87 ac)

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

City of Lubbock TEXAS

Resolution No. 2010-R0300
June 24, 2010
Item No. 5.22

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 Commitment Agreement between the City of Lubbock and The College Baseball Foundation to provide the land for the public purpose of construction and operation of the National College Baseball Hall of Fame. Said Commitment 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 on June 24, 2010

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Tom Martin, Mayor

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

Lc: cityatt/Linda/Res- CBF Commitment
June 16, 2010

COMMITMENT AGREEMENT

This Commitment Agreement (the "Agreement") is between the CITY OF LUBBOCK, TEXAS (the "City"), A Texas Home Rule Municipal Corporation, and the COLLEGE BASEBALL FOUNDATION (the "CBF"), a Texas nonprofit organization, acting by and through their respective and duly authorized officers and officials.

RECITIALS

WHEREAS, the CBF is a nonprofit organization founded in 2003, with donations and grants from interested and caring citizens, organizations and charitable foundations, to support it in achieving its goal of building and displaying the histories, memorabilia, artifacts and educational materials of the past and present greats of college baseball; and

WHEREAS, the CBF desires to build a permanent facility for The National College Baseball Hall of Fame Museum on a portion of City-owned property across from the Civic Center consisting of approximately 5 acres which is bounded by the Marsha Sharp Freeway on the North, Avenue O on the West, and Mac Davis Lane on the South and includes the grassy area, but not the parking lot facing Mac Davis Lane, the area containing the Civic Center Power Plant and the road surrounding the Power Plant; and

WHEREAS, the CBF has already raised more than two million dollars ($2,000,000) in pledges, and is committed to raise all the money necessary to begin building and to operate The National College Baseball Hall of Fame Museum on or before December 31, 2015, and

WHEREAS, the City Council finds that a National College Baseball Hall of Fame would serve a public purpose by promoting recreational and educational opportunities for the citizens of the City, promote the tourism industry in the City and further the Economic Development and Recreation, Parks, Entertainment and Cultural Affairs goals as established in "Goals for Lubbock – A Vision Into the 21st Century"; and

WHEREAS, Texas Local Government Code Section 253.011 allows a municipality to transfer real property to a non-profit organization for such a public purpose;

NOW THEREFORE, the Parties agree as follows:

ARTICLE I
RECITALS AND EXHIBITS PART OF AGREEMENT

1.1 The representations, covenants, and findings, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I. Exhibits

"A" and "B" attached hereto are incorporated into this Agreement as if fully set forth herein.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF COLLEGE BASEBALL FOUNDATION

2.1 CBF warrants and represents that it is a non-profit organization, as that term is defined in the Texas Local Government Code Section 253.011(a).

2.2 CBF warrants and represents that CBF has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of CBF. Concurrently with the Executive Director's execution of this Agreement, CBF has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of CBF to do so. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of CBF, and is enforceable in accordance with its terms and provisions.

2.3 CBF warrants and represents that if transferred, it will use the real property that is the subject of this Agreement, solely for the public purpose of a National Baseball Hall of Fame Museum. CBF understands that if at any time the property is not used for that purpose, ownership of the property will automatically revert to the City.

ARTICLE III
RESPONSIBILITIES OF COLLEGE BASEBALL FOUNDATION

3.1 Prior to execution of this Agreement, CBF shall have at least two million dollars ($2,000,000.00) in written commitments for building of the Museum.

3.2 The CBF agrees to continue to raise money for construction and for future operation of the Museum. If construction has not begun and if CBF is unable to provide assurances satisfactory to the City that its financial condition is strong enough to provide an income stream for construction and operation of the Museum by December 31, 2015, this Agreement will terminate.

3.3 CBF agrees that its financial documents, including commitment agreements, shall be open for inspection at reasonable times upon request by the City Manager or her designee.

3.4 CBF agrees that prior to transfer of the real property, a survey will be conducted of the mutually agreed upon parcel to be transferred and the survey shall be incorporated in this document as Exhibit "C."

3.5 CBF agrees to pay for the survey, a Title Policy (if required), and all closing fees upon transfer of the real property which is the subject of this Agreement.

ARTICLE IV
RESPONSIBILITIES OF THE CITY

4.1 The City agrees to hold the real property described in the attached Exhibit "A" until December 31, 2015.

4.2 City agrees that prior to transfer of the real property, a survey will be conducted of the mutually agreed upon parcel to be transferred and the survey shall be incorporated in this document as Exhibit "C."

4.3 If the Conditions Precedent to Performance, described in Article III and Article V, have been met prior to December 31, 2015, City agrees to transfer to CBF by Deed Without Warranty, substantially in the form attached hereto as Exhibit "B", a portion of the real property described in the attached Exhibit "A" being approximately 5 acres in size and including the grassy area but excluding the public parking lot, the portion containing the Civic Center Power Plant and the road surrounding the Power Plant

4.4 At the time the real property is transferred, the City agrees to negotiate a shared parking agreement with CBF.

ARTICLE V
CONDITIONS PRECEDENT TO PERFORMANCE

5.1 City shall not be obligated to perform under this Agreement unless, within the designated time periods, CBF has performed, furnished, or caused to be furnished to the City all items required to be performed or furnished under other sections of this Agreement, including those Responsibilities of College Baseball Foundation listed in Article III.

5.2 City is not obligated to perform under this Agreement unless all representations, warranties, covenants and agreements of CBF contained in this Agreement are true and correct, as of the Closing date, except where specific reference is made to another date.

5.3 Notwithstanding anything contained in this Agreement to the contrary, City may, at City Council's option, elect to waive any of the conditions precedent to the performance of CBF's obligations under this Agreement by giving CBF, at any time prior to Closing, a written waiver specifying the waived condition precedent.

5.4 If any of the conditions precedent to the performance of City's obligations under this Agreement have not been satisfied or waived by the City, the City may, by giving written notice to CBF, terminate this Agreement. On City's termination, City and CBF shall have no further obligations under this Agreement, one to the other.

ARTICLE VI
MISCELLANEOUS

6.1 All notices, demands, requests, and other communications required hereunder shall be in writing, and shall be deemed to be delivered, upon the earlier to occur of (a) actual receipt, and (b) deposit of, in a regularly maintained receptacle for the United States Mail, postage prepaid, addressed as follows:

CITY:
City Manager
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
(806) 775-2016
Fax (806) 775-3307

CBF:
Executive Director
College Baseball Foundation
P.O. Box 6507
Lubbock, Texas 79493
(806)
Fax (806)

6.2 This Agreement is being executed and delivered and is intended to be performed in the State of Texas, the laws of Texas governing the validity, construction, enforcement and interpretation of this Agreement. This Agreement is performable in, and the exclusive venue for any action brought with respect hereto, shall lie in Lubbock County, Texas.

6.3 This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, related to the real property, and may be amended or supplemented only in writing executed by the party against whom enforcement is sought.

EXECUTED and effective as of the date of the execution by the City of Lubbock.

CITY OF LUBBOCK, TEXAS

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

COLLEGE BASEBALL FOUNDATION

By: _____
Dr. Mike Gustafson,
Executive Director

APPROVED AS TO CONTENT:

APPROVED AS TO FORM: Tom Martin

Linda L. Chamales,
Economic Development Attorney

Lc: Cityatt/Linda/Commitment Agreement – CBF
June 24, 2010

Exhibit A – Page 1

A portion of the following described property deeded to the City of Lubbock September 17, 1973, as recorded in the Deed Records of Lubbock County at Volume 1359, Page 826, and situated in Lubbock County, Texas:

Lot One (1), Block One (1), Memorial Center Addition to the City of Lubbock, Lubbock County, Texas.

Save and except the portion located at 1402 Mac Davis Lane containing the Civic Center Power Plant and 1502 Mac Davis Lane containing the parking lot, all as depicted on the map in Exhibit A – Page 2.

EXHIBIT A – PAGE 2

Resolution No. 2010-R0300

A Portion of Lot 1, Block 1, Memorial Center Addition

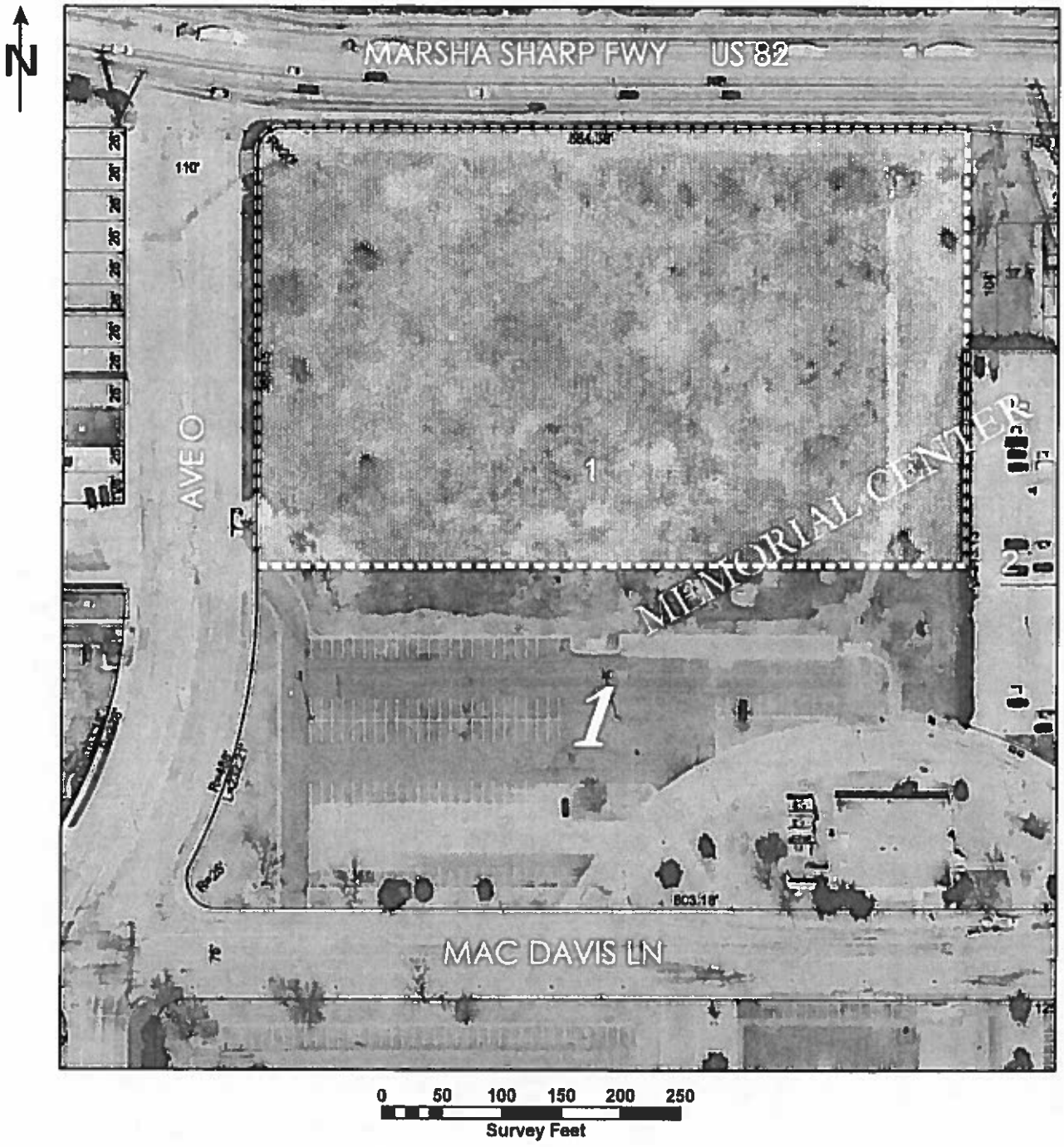


Exhibit "B"

DEED WITHOUT WARRANTY

DATE:

GRANTOR: City of Lubbock, Texas

GRANTOR'S MAILING ADDRESS

P.O. Box 2000
Lubbock, TX 79457

GRANTEE: College Baseball Foundation

GRANTEE'S MAILING ADDRESS

P.O. Box 6507
Lubbock, Texas 79493

CONSIDERATION:

Grantor and Grantee expressly stipulate that Grantee shall utilize the Property solely in a manner that promotes a public purpose of the Grantor. Grantor and Grantee stipulate that the consideration of public purpose use by Grantee is the sole consideration to be received by Grantor for the conveyance of the Property by Grantor and that such consideration is sufficient in all respects.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

The Property is conveyed to Grantee, and Grantee's successors and assigns for so long as the Property is used to promote a public purpose of the Grantor. If the Property ceases to be so used, all rights, title, and interest conveyed by this instrument shall automatically revert to and vest in Grantor, and Grantor's successors and assigns, without the necessity of any further act on the part of or on behalf of the Grantor, it being the

intent of Grantor to convey a fee simple determinable estate to the Grantee. For the purposes hereof, "public purpose" of the Grantor shall mean a College Baseball Hall of Fame Museum.

REPRESENTATIONS AND WARRANTIES OF GRANTEE:

Grantee warrants and represents that it is a non-profit organization, as that term is defined in the Texas Local Government Code Section 253.011(a).

Grantee represents and warrants to Grantor that it has made an independent inspection and evaluation of the Property and the title to same and acknowledges that Grantor has made no statements or representations concerning the present or future value of the Property, the state of title of the Property, the condition, including the environmental condition of the Property, or the anticipated income, costs, or profits, if any, to be derived from the Property.

FURTHER, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, TITLE, INCLUDING WITHOUT LIMITATION, THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE VALUE, QUALITY, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, MERCHANTABILITY OR FITNESS FOR PURPOSE OF ANY OF THE PROPERTY. Grantee further acknowledges that, in accepting this Deed Without Warranty, it has relied solely upon its independent evaluation and examination of the

Property, and public records relating to the Property and the independent estimates, computations, evaluations and studies based thereon. Grantor makes no warranty or representation as to the accuracy, completeness or usefulness of any information furnished to Grantee, if any, whether furnished by Grantor or any other third party. Grantor, its officers, employees, elected officials, independent contractors, and agents assume no liability for the accuracy, completeness or usefulness of any material furnished by Grantor, or any of its officers, employees, elected officials, independent contractors and/or agents, if any, and/or any other person or party. Reliance on any material so furnished shall not give rise to any cause, claim or action against Grantor, its officers, employees, elected officials, independent contractors and/or agents, and any such reliance shall be at Grantee's sole risk.

THE CONVEYANCE OF THE PROPERTY SHALL BE ON A "WHERE IS", "AS IS", AND "WITH ALL FAULTS" BASIS, AND SHALL BE WITHOUT REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO TITLE, INCLUDING, BUT NOT LIMITED TO THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE DESCRIPTION, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY OR OTHERWISE. Grantee has satisfied itself as to

the title, type, condition, quality and extent of the property and property interests which comprise the Property it is receiving pursuant to this Deed Without Warranty.

Grantor, for the consideration and subject to the reservations and exceptions to conveyance, grants, sells, and conveys to Grantee the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever, without warranty, express or implied, statutory or otherwise, and all warranties that might arise by common law and the warranties created by Section 5.023 of the Texas Property Code (and all amendments and successors thereto) are expressly excluded.

EXECUTED THIS _____ DAY OF _____, 20__.

GRANTOR:
CITY OF LUBBOCK

_____
MAYOR

ATTEST:

_____
City Secretary

APPROVED AS TO CONTENT:

_____

APPROVED AS TO FORM:

_____

State of Texas §

County of Lubbock §

This instrument was acknowledged before me on this ____ day of _____, 20__ by _____ as Mayor of the City of Lubbock.

_____
Notary Public, State of Texas
My commission expires: _____

GRANTEE:
College Baseball Foundation

By: _____
Name: _____
Title: _____

L/cityatt/Linda/DeedWithoutWarranty
June 18, 2010

Regular City Council Meeting **7. 17.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Stormwater: Consider a resolution establishing a revised schedule of stormwater drainage charges, and directing the City Manager to undertake all necessary administrative activities to effectuate said revised schedule of stormwater drainage charges pursuant to City Council findings and direction, for benefited properties located within the City of Lubbock.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Resolution - Revised Schedule of Stormwater

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS, ESTABLISHING A REVISED SCHEDULE OF STORMWATER DRAINAGE CHARGES, AND CHARGING THE CITY MANAGER TO UNDERTAKE ALL NECESSARY ADMINISTRATIVE ACTIVITIES TO EFFECTUATE SAID REVISED SCHEDULE OF STORMWATER DRAINAGE CHARGES PURSUANT TO CITY COUNCIL FINDINGS AND DIRECTION, FOR BENEFITED PROPERTIES LOCATED WITHIN THE CITY OF LUBBOCK.

WHEREAS, the City Council of the City of Lubbock is authorized under the City Charter of the City of Lubbock, Texas, the Texas Constitution, and Chapter 552 of the Texas Local Government Code to establish drainage charges for all benefitted properties located in the City; and

WHEREAS, pursuant to said authority, the City Council has adopted a schedule of stormwater drainage charges; and

WHEREAS, the City Council desires to modify the schedule of stormwater drainage charges, and to charge the City Manager with taking all necessary steps to effectuate said revised schedule of stormwater drainage charges; NOW, THEREFORE:

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

THAT the City Council of the City of Lubbock shall and does, by and upon passage hereof, charge the City Manager to undertake all necessary steps to implement a revised schedule of stormwater drainage charges, and to have prepared all resolutions or ordinances required to effectuate said revised schedule for formal adoption by the City Council, said schedule to be revised as follows:

CONSIDERED AND APPROVED this ___ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

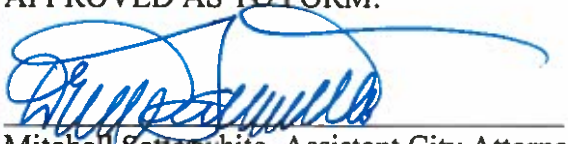
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

GLEN C. ROBERTSON, MAYOR

APPROVED AS TO FORM:



Mitchell Satterwhite, Assistant City Attorney

S:\cityatt\CCDOCS\Stormwater – Self Study and Recommendation.9.2.15

Regular City Council Meeting **7. 18.**

Meeting Date: 09/10/2015

Information

Agenda Item

Resolution - Lubbock Power & Light: Discuss and take action regarding modifications to the Lubbock Power & Light (LP&L) Electric Rate/Tariff Schedule and consider an order and resolution amending the current rate/tariff schedule of LP&L, the City of Lubbock's municipally owned electric utility, applicable to all rate classes, effective October 1, 2015.

Item Summary

A clean and red-lined copy of the tariff is provided in your backup. Several changes are recommended at this time, summarized as follows:

I. Amending Base Rates for all Customer Classes

LP&L maintains and routinely updates a financial model, a cost-of-service model, and a rate model in order to develop and calculate customer electric rates.

The results of the financial models indicate that the long-term capital needs are the primary driver of a 5.75% base rate adjustment for FY 2015-16. The financial models also anticipate similar adjustments over the next several years in an effort to meet LP&L's rate management methodology that states "…small, incremental adjustments are the most responsible way to manage the utility and support our customers." Therefore, the Electric Utility Board recommends these rate adjustments, effective October 1, 2015.

II. Customer Deposit Refund – Page 6

Currently, residential customers are eligible for a refund of their utility deposit when they have paid bills for service for twelve (12) consecutive billings. Additionally, commercial/industrial customers are eligible for a refund of their deposit when they have paid bills for service for twenty-four (24) consecutive billings. Under the existing tariff, eligible customers must request a refund of their utility deposit. The proposed tariff change will allow LP&L to automatically credit customer's accounts if they meet certain eligibility requirements. The eligibility requirements are proposed to include customers who have not had reminder disconnect notices, returned checks, disconnection of service, meter tampering, or certain time periods with bad debt or bankruptcy. The Board and management believe this change fits well within the philosophy of doing what's right for our customers. LP&L currently holds $6.9 million of customer deposits, and estimates that approximately $1.9 million could be refunded as a result of this tariff change.

III. Net Metering Rate – Page 13

Under the proposed tariff, net metering customers with installed distributed generation on the customer side of the meter (e.g. solar panels) will be served under Rate 5, the "Net Metering Rate". Prior to this change, the tariff language indicated that service under Rate 5 was optional, which was not the original intent.

Additionally, the net metering rate is redesigned with two energy charge tiers to incentivize reduced kilowatt-hour (kWh) usage, as would be expected with a net metering customer. Usage under 1,000 kWh is charged at a reduced rate to minimize the energy charge. However, if usage is consistent with a typical residential customer (over 1,000

kWh), the rate for energy used over 1,000 kWh is closer to the energy charge paid by a typical residential customer.

IV. Demand Cap – Pages 17, 20, and 26
The proposed tariff includes the phase-out of the demand cap for Rates 15, 16, and 17. The existing tariff caps the demand (kilowatt or kW) for low load-factor customers that utilize the electric system inefficiently.

For example, under the existing tariff, a commercial customer is billed their full amount of energy (kWh), but only a portion of their demand (kW). The existing tariff divides the energy consumed (kWh) by 80 hours to compute the billed demand. Ultimately, all commercial customers should be billed for the actual demand they use. To achieve this outcome, the Board and management recommends a multi-year (four to five year) phase-out of the demand cap. The phase-out will ensure that no customer experiences more than a 20% annual increase in the demand portion of their monthly statement. This change ensures that customers who use the electric system inefficiently will no longer be subsidized. For the first year of this change, the energy (kWh) consumed will be divided by 67 hours, rather than 80 hours. This will begin to adjust the billed demand closer to actual usage.

This change will impact approximately 750 commercial customers. It is estimated that the average bill increase related to this change will be 3.9%.

V. Power Factor – Pages 17, 20, 22, and 26
In September 2014, the tariff was amended to incorporate a penalty, effective October 1, 2015, for customers who do not meet certain requirements as it relates to the customer's power factor. Power factor is a measurement of how efficiently a facility uses energy.

After much consideration, the Board and management recommends eliminating the penalty for power factor tolerance for Rates 15, 16, 16P, and 17. The Board and management determined it is best to assist customers on an individual basis to improve power factor issues.

VI. Optional Time-of-Use Service Rider – Page 36
The Optional Time-of-Use Service Rider is applicable to Demand Rate customers in lieu of their current rate. This rate rider may be limited or discontinued by LP&L if the system load or cost characteristics no longer warrant this option.

This rate rider will save money for the commercial customer and for LP&L. LP&L pays for every kilowatt (kW) of demand the distribution system uses each month. This rate rider incentivizes customers to shift their load (or kilowatts) out of the peak usage timeframe. The peak usage timeframe is the most expensive time of the day to put load on the distribution system. As the amount of kilowatts on the system is reduced, LP&L incurs a lower demand charge and is able to pass the savings along to customers who participate in this rate rider.

If customers choose to utilize the new Time-of-Use Service Rider, the demand cap phase-out will not be included in the rate calculation. Additionally, the rate rider will only be in effect during the months of June through September from 1:00 PM to 7:00 PM.

VII. Miscellaneous Improvements
Other miscellaneous improvements have been made to update the tariff document, and to discontinue some existing practices. The improvements are comprised of the following:

1. Changed the tariff to explicitly state that LP&L owns and maintains all meters on customer's property (page 7).
2. Updated the tariff to state that multiple meters may be totalized if the customer and LP&L mutually agree (page 8).
3. Added wording on Guard Light and Flood Light rates which states that no new lights under these rates will be installed (pages 37 and 39).
4. Changed the returned check charge language to be consistent with the rest of the miscellaneous charges (page 42).
5. Added clarification to the Purchased Power Cost Recovery Factor language that specifies that the Electric

Utility Board (EUB) shall approve all mid-season adjustments to the PPRF. Seasonal adjustments are anticipated and do not need approval by the EUB (page 44).

Fiscal Impact

The amended base rate will generate approximately $3.3 million dollars in revenue. The change in how a customer deposit is refunded will result in a reduction of approximately $1.9 million dollars in cash and liabilities. The demand cap phase-out will increase revenues approximately $225,000. All other proposed changes to the tariff will impact revenues immaterially.

Staff/Board Recommending

The Electric Utility Board recommends the implementation of these changes to the rate/tariff and also recommends that these change be implemented on October 1, 2015.

Attachments

Resolution - Tariff

Clean Tariff

Red-Lined Tariff

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock;

WHEREAS, pursuant to Chapter 1, Article XII, Section 1, of the City of Lubbock Charter, the City Council of the City of Lubbock has exclusive jurisdiction to approve all electric rates of Lubbock Power & Light;

WHEREAS, the Electric Utility Board is charged with approving and submitting an electric rate schedule ("Rate Schedule") for Lubbock Power & Light to the City Council pursuant to § 2.03.415(a) of the Code of Ordinances of the City of Lubbock;

WHEREAS, the Electric Utility Board, by Resolution dated June 16, 2015, approved the Rate Schedule for Lubbock Power & Light, as attached hereto, and recommended that the City Council adopt the Rate Schedule, with an effective date of October 1, 2015, except as expressly provided otherwise in the Rate Schedule;

WHEREAS, Chapter 1, Article XII, Section 1, of the City of Lubbock Charter and § 2.03.415(a) of the Code of Ordinances of the City of Lubbock require that the Rate Schedule of Lubbock Power & Light be approved by the City Council prior to its adoption; NOW THEREFORE:

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

THAT Lubbock Power & Light's Electric Rate Schedule, as attached hereto, be approved and adopted with an effective date, except as expressly stated otherwise therein, of October 1, 2015.

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

_____

GLEN C. ROBERTSON, MAYOR

ATTEST:

_____

Becky Garza, City Secretary

APPROVED AS TO CONTENT:

David McCalla, Director of Electric Utilities

APPROVED AS TO FORM:

Richard K. Casner, General Counsel

Electric Rate/Tariff Schedule

Amended October 1, 2015

Lubbock Power & Light Electric Rate/Tariff Schedule

Service Schedules

Type of Service	Rate Class
General Terms and Conditions	
Residential Standard Service	Rate 1
Residential Electric Space Heating Service	Rate 3
Residential Net Metering Service	Rate 5
Small General Service	Rate 10
Large School Service	Rate 15
Secondary General Service	Rate 16
Primary General Service	Rate 16P
State University General Service	Rate 16U
Large Municipal Service	Rate 17
Street Lighting Service	Rate 18
General Religious Service	Rate 19
Small Municipal & School Service	Rate 21
Optional Time-of-Use Service Rider	
Guard Light Service	
Flood Light Service	
Miscellaneous Service Charges	
Purchased Power Cost Recovery Factor	

GENERAL TERMS AND CONDITIONS

In order that all Customers may receive uniform, efficient, and adequate service, electric service will be supplied to and accepted by all Customers receiving service from the City of Lubbock's municipally owned electric utility, Lubbock Power & Light ("LP&L"), in accordance with these Terms and Conditions including the attached Rate/Tariff Schedule ("Rate Schedule"). For purposes of this Rate Schedule, "Customer" shall mean any person, firm, corporation or other legal entity receiving electric service from Lubbock Power & Light. All references herein to either the City of Lubbock or Lubbock Power and Light shall be inclusive of the other.

1. Customer's Installation. Customer is responsible, at its own expense, for installing and maintaining such protective devices as are recommended or required by the then current edition of the National Electrical Code or as may be necessary to protect Customer's equipment or process during abnormal service conditions or the failure of all or a part of the electric service provided by LP&L. Such protective devices include, but are not limited to, equipment necessary to limit voltage fluctuations, transients, or harmonics such that neither LP&L nor LP&L's other customers are adversely affected. All wiring and other electrical equipment furnished by the Customer will be installed, operated, and maintained by the Customer at all times in conformity with good electrical practice and with the requirements of the constituted authorities and these Terms and Conditions. LP&L is not obligated to serve any equipment or any premises that has a detrimental effect on LP&L equipment or the equipment of LP&L customers.

   Customer is responsible for notifying LP&L of any change in the installation that might impact the applicable rate to be charged. If the change results in the Customer qualifying for a lower rate, the lower rate will be applied no earlier than the date notice is given to LP&L. If the change results in a higher rate, the higher rate will be applied as of the date of the change in installation. Back-billing shall not exceed a period of six months, if it is found that a higher rate should have been applied to Customer or the back-billing would result in additional charges or fees to Customer.

2. Continuous Service. Lubbock Power & Light shall use reasonable diligence to provide continuous electric service but Lubbock Power & Light does not guarantee against irregularities, interruptions, or fluctuating wave form or frequency, it being understood that occasional irregularities, interruptions, and fluctuations are inevitable. Lubbock Power & Light shall not be liable for damages or injury, including but not limited to consequential or economic loss damages, occasioned by interruption, failure to commence delivery voltage, wave form or frequency fluctuation caused by an act of God or the public enemy, a breakdown of plant, lines or equipment, inevitable accidents, fire, explosion, strikes, riots, war, delay in receiving shipments of required materials, order of any court or judge granted in any bona fide adverse legal proceedings or action or any order by any commission or tribunal having jurisdiction**; OR, WITHOUT LIMITATION BY THE PRECEDING ENUMERATION, ANY OTHER ACT OR THING DUE TO CAUSES BEYOND LUBBOCK POWER & LIGHT'S**

CONTROL, TO THE NEGLIGENCE OF LUBBOCK POWER & LIGHT, ITS EMPLOYEES, OR CONTRACTORS, except to the extent that the damages are occasioned by the gross negligence or willful misconduct of Lubbock Power & Light.

3. Intentional Interruption of Service. Lubbock Power & Light may, without notice and without liability to the Customer, interrupt service to the Customer when, in Lubbock Power & Light's sole judgment, the interruption of service:

    a. Will prevent or alleviate an emergency threatening to disrupt the operation of Lubbock Power & Light's system; or
    b. Will lessen or remove possible danger to life or property; or
    c. Will aid in the restoration of electric service; or
    d. Is required to make necessary repairs to or changes in Lubbock Power & Light's facilities.

    Lubbock Power & Light may, in the event of a national emergency or local disaster resulting in disruption of normal service, in the public interest, interrupt service to the Customer to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to the agencies can be restored.

4. Disclaimer of Warranties. **LUBBOCK POWER & LIGHT AND THE CITY MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

5. Discontinuance, Suspension and Refusal of Service. In addition to and in conjunction with any other federal, state or local law regarding discontinuance, suspension or refusal of utility service, Lubbock Power & Light may discontinue, suspend or refuse to supply electric service to any customer for the following reasons:

    a. Disconnection with notice. Lubbock Power & Light may disconnect electric utility service after proper notice for any of the following reasons:
        (i) failure to pay a bill for electric utility service or failure to comply with the terms of any agreed payment plan;
        (ii) failure to pay a deposit as required by the General Terms and Conditions of the Rate Schedule; or
        (iii) for any other reason whereby Lubbock Power & Light is legally entitled to disconnect electric utility service with notice.

    b. Disconnection without notice. Lubbock Power & Light may disconnect electric utility service without prior notice for any of the following reasons:
        (i) where a known dangerous condition exists for as long as the condition exists;
        (ii) where service is connected without authority by a person who has not made application for service;
        (iii) where service was reconnected without authority after termination for nonpayment;

(iv) failure to comply with the terms of any agreed payment plan where such plan provides for disconnection without further notice;
(v) where there has been tampering with Lubbock Power & Light's equipment or evidence of theft of service; or
(vi) for any other reason whereby Lubbock Power & Light is legally entitled to disconnect electric utility service without notice.

6. Deposits. Lubbock Power & Light shall require a deposit from customers for electric service, in accordance with the following terms and conditions:

a. Lubbock Power & Light shall require a deposit from a prospective residential electric service customer in an amount equal to ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS ($135.00), except as provided herein.

b. Lubbock Power & Light shall require a deposit from a prospective commercial and/or industrial customer in an amount equal to ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS ($135.00) or ONE-SIXTH (1/6) of the reasonable and good-faith estimate of annual billings of the customer, whichever is greater, except as provided herein.

c. An applicant for residential electric service shall be exempt from the deposit requirement if any of the following conditions are met by the applicant:

i. the applicant produces, to the satisfaction of Lubbock Power & Light, the following information:

A. Proof that during the two years prior to applying for electric service from Lubbock Power & Light, the applicant was a customer of a utility providing electric service or one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and
B. While a customer, the applicant was not delinquent in paying for any utility service including City of Lubbock utility services on more than one occasion; and
C. While a customer, the applicant never had any of the services described in paragraphs A or B immediately above disconnected for nonpayment;

ii. the applicant demonstrates adequate and available credit, to the satisfaction of Lubbock Power & Light, by producing a letter of credit in the primary applicant's name from a utility providing electric service of whom the applicant was a customer; or

iii. the applicant is at least sixty-five (65) years of age and has no outstanding account balance with a utility for utility service including City of Lubbock utility services that accrued within the last two years.

iv. Subject to Section 6(c)(i)(B) and Section 6(c)(i)(C), an applicant has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas

Human Resources Code §51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed by the Texas Council on Family Violence. The certification letter may be submitted directly to Lubbock Power & Light.

v. A customer who was exempted from the deposit requirement under this Section 6(c) may have the exemption withdrawn and a deposit applied to the account if the customer's service becomes disconnected for non-payment.

d. An applicant for non-residential service shall be exempt from the deposit requirement if the applicant produces, to the satisfaction of Lubbock Power & Light, the following information:

i. Proof that during the two years prior to applying for electric service from Lubbock Power & Light, the applicant was a customer of a utility providing electric service for at least twelve (12) consecutive months and is not currently delinquent in payment of any such utility service account; and

ii. While a customer, the applicant was not delinquent in paying for any utility service on more than one occasion; and

iii. While a customer, the applicant never had service disconnected for nonpayment.

iv. A customer who was exempted from the deposit requirement under this Section 6(d) may have the exemption withdrawn and a deposit applied to the account if the customer's service becomes disconnected for non-payment.

e. Except as provided herein, a customer from whom a deposit has been collected shall be eligible for a refund of said deposit when the customer has paid bills for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive commercial or industrial billings and the customer meets Lubbock Power & Light's eligibility requirements. Refunds to eligible customers shall be made promptly either in the form of a check payable to the customer or as a credit to the customer's bill, as determined by the sole discretion of Lubbock Power & Light. A customer who received a refund of their deposit may have the deposit requirement reapplied if the customer's service becomes disconnected for non-payment.

f. Lubbock Power & Light shall keep the following records for all deposits collected by Lubbock Power & Light pursuant to this Section:

i. the name and address of each depositor;
ii. the amount and date of the deposit; and
iii. each transaction concerning the deposit.

g. Any deposit not previously refunded to Customer or credited to Customer's account as provided herein shall be credited to Customer's final bill for service.

7. Right of Way. Customer shall provide, at no expense to Lubbock Power & Light, valid easements and rights-of-way, as required by Lubbock Power & Light for installation of an electric distribution system to provide electric utility service to Customer. Subject to and in conjunction with all other applicable federal, state and local laws and regulations, Lubbock Power & Light shall have the right to clear its distribution system and service connection of any interfering tree, shrub, or other obstruction and shall have the right to determine and maintain the amount of clearance it deems necessary in accordance with good utility practices and applicable law.

8. Meter Ownership and Maintenance. Lubbock Power & Light owns, furnishes, installs, programs, calibrates, tests and maintains all meters and all associated equipment used for retail billing and settlement purposes in the Lubbock Power & Light service area.

9. Access to Premises. Lubbock Power & Light or its authorized agents shall have access at all reasonable hours to the premises of Customer for the purpose of inspecting wiring and apparatus, removing or replacing Lubbock Power & Light's property, reading of meters and all other purposes incident to supplying of electric utility service.

10. Voltage Tolerances. Lubbock Power & Light may measure and record voltage levels at Customer's billing meter. Voltages outside of the Acceptable Range, as defined below, will be corrected as soon as possible by Lubbock Power & Light. For purposes of this Rate Schedule, voltages within the Acceptable Range shall be deemed consistent with proper electric utility service and good utility practice.

Nominal Voltage (Volts)	**Acceptable Range (Volts)**
120	110-127
208	191-220
240	220-254
277	254-293
480	440-508

11. Agreed Payment Plan. Lubbock Power & Light may allow a customer to pay an outstanding bill in installments. Any such agreed payment plan shall be subject to the following terms and conditions:

    a. The customer may establish a payment plan by contacting Lubbock Power & Light in person, by telephone or by any other electronic communication approved by Lubbock Power & Light;

    b. The agreed payment plan must be in writing;

    c. The Director of Electric Utilities may include additional terms and conditions consistent with those outlined herein and with applicable policy and law.

    The agreed payment plan may contain additional terms and conditions consistent with the Rate Schedule and applicable federal, state, and local law and regulations. In the event of a conflict between a written agreed payment plan and this Rate Schedule, the terms and conditions of this Rate Schedule shall control.

12. Right to Amend. This Rate Schedule may be amended or modified by Lubbock Power & Light through a written instrument duly executed by the City Council of the City of Lubbock without further notice provided to Customer, except as otherwise required by law.

13. Severability. If any portion of this Rate Schedule is held unenforceable by a court of competent jurisdiction, the remainder of this Rate Schedule shall not be affected and shall remain fully in force and enforceable.

14. Meter Aggregation. Lubbock Power & Light will bill each electric meter as a single meter. Customers with multiple meters that are rendered to a contiguous area, or that are metered across a dedicated street or alley will be billed on a per meter basis with no aggregation of those meters for billing purposes. Subject to mutual agreement by Customer and Lubbock Power & Light, multiple meters may be electronically or digitally totalized.

15. Applicable Law. **The laws of the State of Texas shall govern the validity, performance and enforcement of this Rate Schedule and the venue for any legal proceedings shall be in Lubbock County, Texas.**

RESIDENTIAL STANDARD SERVICE

Rate 1

APPLICABLE: To residential customers for electric service used for domestic purposes in private residences and separately metered individual apartments when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$7.27 per month per meter
Summer Energy Charge:	$0.03628 per kWh
Non-Summer Energy Charge:	$0.02509 per kWh

NON-SUMMER MONTHS: The billing months of October through May

SUMMER MONTHS: The billing months of June through September

PURCHASED POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

BUDGET BILLING: Budget billing is available upon request. Budget billing is a program that allows a customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2015

RESIDENTIAL
ELECTRIC SPACE HEATING SERVICE

Rate 3

APPLICABLE: To residential customers for electric service with predominant electric space heating used for domestic purposes in private residences and separately metered individual apartments when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Electric space heating includes permanently installed whole house space heating equipment in regular use, including heat pumps and electric resistance heating and excluding bathroom heaters.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$7.27 per month per meter
Summer Energy Charge:	$0.04730 per kWh
Non-Summer Energy Charge:	$0.01376 per kWh

NON-SUMMER MONTHS: The billing months of October through May

SUMMER MONTHS: The billing months of June through September

PURCHASED POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

BUDGET BILLING: Budget billing is available upon request. Budget billing is a program that allows a customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2015

RESIDENTIAL
NET METERING SERVICE

Rate 5

APPLICABLE:

To residential customers for electric service used for domestic purposes in private residences and separately metered individual apartments when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to net metering customers only. Net metering customer are defined as customers who have installed distributed generation on the customer side of the Lubbock Power and Light meter. All customers served on this rate must sign an agreement for interconnection and parallel operation with Lubbock Power and Light. Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge: $27.40 per month per meter

Summer Energy Charge (≤1,000kWh):	$0.01163 per kWh
Summer Energy Charge (>1,000kWh):	$0.02115 per kWh
Non-Summer Energy Charge (≤1,000kWh):	$0.00357 per kWh
Non-Summer Energy Charge (>1,000kWh):	$0.01058 per kWh

NON-SUMMER MONTHS:

The billing months of October through May

SUMMER MONTHS:

The billing months of June through September

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light “Purchased Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

BUDGET BILLING: Budget billing is available upon request. Budget billing is a program that allows a customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2015

SMALL GENERAL SERVICE

Rate 10

APPLICABLE:

To commercial customers for electric service supplied at secondary voltage for commercial purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Youth-oriented (18 years of age and younger) non-profit sports leagues utilizing electric service for sports field lighting at municipally owned outdoor facilities may be served under this rate regardless of demand. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 10 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$12.20 per month per meter
Energy Charge:	$0.01789 per kWh

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light “Purchased Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2015

LARGE SCHOOL SERVICE

Rate 15

APPLICABLE:

To all public and private school facilities supplied at secondary voltage for school purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service, or to service for which a specific rate schedule is provided.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$35.79 per month per meter
Energy Charge:	$0.00044 per kWh
Demand Charge:	$5.20013 per kW

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure the customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, the customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 67 hours.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR: Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than 85% lagging.

Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2015

SECONDARY GENERAL SERVICE

Rate 16

APPLICABLE:

To all commercial and industrial customers for electric service supplied at secondary voltage for commercial purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 10 (Small General Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$25.72 per month per meter
Energy Charge:	$0.00072 per kWh
Summer Demand Charge:	$7.21308 per kW
Non-Summer Demand Charge:	$3.85816 per kW

NON-SUMMER MONTHS:

The billing months of October through May

SUMMER MONTHS:

The billing months of June through September

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure Customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, the customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 57.01 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 67 hours.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR: Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2015

PRIMARY GENERAL SERVICE

Rate 16P

APPLICABLE:

To all commercial and industrial customers for electric service supplied at primary voltage for commercial purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$279.58 per month per meter
Energy Charge:	$0.00051 per kWh
Demand Charge:	$4.64098 per kW

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure the customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, the customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 69.71 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 67 hours.

LOSS ADJUSTMENT:

When metering is installed on the secondary (customer's) side of any voltage transformation made at less than available primary voltage at the point of service, the meter readings for billing purposes shall be increased to include all transformation losses.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR: Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at Lubbock Power & Light's available primary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2015

STATE UNIVERSITY GENERAL SERVICE

Rate 16U

APPLICABLE:

To all State of Texas universities using more than 100,000,000 kWh per year where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$0.00 per month per meter
Demand Charge:	$0.00
Energy Charge:	$0.014000 per kWh

WHOLESALE POWER CHARGE:

The charge per kilowatt-hour of the above rate shall be increased by an amount equal to LP&L's average cost of Wholesale Power for the month immediately preceding the current billing month for the customer as delivered to all LP&L customers including assumed system losses of 2%. The Wholesale Power Charge shall be calculated monthly by dividing (i) the amount of the Total Bill for Wholesale Power for the month immediately preceding the current billing month for the customer including any prior month adjustments by (ii) the kWh delivered to all LP&L customers in the month immediately preceding the current billing month for the customer. The kWh delivered to all LP&L customers shall be calculated by reducing by 2% the kWh delivered to LP&L's delivery points by SPS as shown on the Wholesale Power bill of the month immediately preceding the current billing month for the customer. This reduction is an adjustment to account for line losses occurring between LP&L's point(s) of interconnection with SPS and the delivery points of the customer.

TERMS OF PAYMENT: Payment due 30 days after bill date or as otherwise required by state law. If the 30th day falls on a weekend or an official City of Lubbock recognized holiday, the due date will be extended until the next business day. A late charge of 1% or as authorized by state law, whichever is greater, will be added to all bills not paid by the due date.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at Lubbock Power & Light's available secondary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2015

LARGE MUNICIPAL SERVICE

Rate 17

APPLICABLE:

To all municipal facilities supplied at secondary voltage for municipal purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service, or to service for which a specific rate schedule is provided.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$44.73 per month per meter
Energy Charge:	$0.00060 per kWh
Demand Charge:	$4.71925 per kW

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure the customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 67 hours.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR: Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2015

STREET LIGHTING SERVICE

Rate 18

APPLICABLE: To municipal and State of Texas facilities for street lighting service where facilities of adequate capacity and suitable voltage are adjacent to the point of service.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$0.00 per month per meter
Energy Charge:	$0.04305 per kWh

DETERMINATION OF ENERGY USE: Energy use will be determined by applying the total rated wattage of each fixture, including the ballast, to the number of hours of operation in each month. Street light burning time will be from one-half after sunset to one-half hour before sunrise using National Weather Service official sunrise & sunset times for Lubbock, Texas.

PURCHASED POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the point of service.
CONDITIONS OF SERVICE:	Customer will install, own, operate and maintain the street lighting system.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October 1, 2015

GENERAL RELIGIOUS SERVICE

Rate 19

APPLICABLE: To service provided exclusively to the primary structure used for worship services of any church or religious association. This rate is not available for any other structure owned and operated by a church or religious association that is not primarily used for worship services. This rate is not applicable to temporary breakdown, standby, supplementary, or to service for which a specific rate schedule is provided.

TERRITORY: Lubbock, Texas

RATE: Service Availability Charge: $15.10 per month per meter

Energy Charge:
$0.01663 per kWh

PURCHASED POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after October 1, 2015

SMALL MUNICIPAL & SCHOOL SERVICE

Rate 21

APPLICABLE: To municipal facilities and public and private schools for electric service supplied at secondary voltage for municipal and school purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Meters in which the load exceeds 10 kW of demand in any month will be assigned to either Rate 15 (Large School Service) or Rate 17 (Large Municipal Service) as applicable and will not be eligible to be reassigned to Rate 21 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$11.69 per month per meter
Energy Charge:	$0.01476 per kWh

PURCHASED POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2015

OPTIONAL TIME-OF-USE SERVICE RIDER - EXPERIMENTAL

Applicable to Rates 15, 16, 16P and 17

APPLICABLE: Available to Customers whose electric service is provided under rates 15, 16, 16P, and 17 and that can establish a lower demand between 1:00 p.m. and 7:00 p.m. weekdays during summer billing months. Lubbock Power & Light reserves the right to limit the availability or to discontinue this option, if in Lubbock Power & Light's judgement, system load or cost characteristics no longer warrant such option.

TERRITORY: Lubbock, Texas

NON-SUMMER MONTHS: For the billing months of October through May, the demand charge and the demand component of the Purchased Power Cost Recovery Factor (PPRF-D) shall be based on customer's kW demand for the 30-minute period of greatest use during the month.

SUMMER MONTHS: For the billing months of June through September, the demand charge shall be based on customer's kW demand for the 30-minute period of greatest use during the month. The demand component of the Purchased Power Cost Recovery Factor (PPRF-D) shall be based on customer's kW demand for the 30-minute period of greatest use during the on-peak demand period for the month.

DEMAND: Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure the customer's kW demand for the 30-minute period of greatest use during the month. There will be no demand cap for Customers electing this rider.

ON-PEAK / OFF-PEAK DEMAND HOURS Lubbock Power and Light shall consider the on-peak/off-peak billing periods as follows:

Summer Months: On-Peak – Monday through Friday, 1:00 p.m. to 7:00 p.m., excluding holidays
Off-Peak – All other hours

Non-Summer Months: On-Peak – All hours

EFFECTIVE DATE: For all electric meters read by LP&L on or after June 1, 2016

GUARD LIGHT SERVICE

No new lights will be installed by Lubbock Power & Light. As a result, this rate is closed to new customers.

APPLICABLE:

For night outdoor guard lighting service where facilities of adequate capacity and suitable voltage are adjacent to the point of service. **This rate is closed to new customers and no new lights will be installed for existing customers**.

Mercury vapor lamps are no longer being manufactured or imported. Once the inventory of mercury vapor lamps is depleted, customers will be given the option of having the guard light removed or replaced with another type of light which may have a different rate.

TERRITORY:

Lubbock, Texas

RATE:

Each 150 Watt 15,000 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $13.65 per month

Each 100 Watt 9,500 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $9.27 per month

Each 150 Watt 7,000 lumen (nominal – actual rating may vary) mercury vapor fixture installed on an overhead bracket on a wood pole: $14.04 per month

Additional secondary line: For each additional 150 foot span of secondary line required beyond the first 150 feet: $2.97 per month.

DETERMINATION OF ENERGY USE:

15,000 lumen HPS fixture uses 56 kWh per month.
9,500 lumen HPS fixture uses 38 kWh per month.
7,000 lumen MV fixture uses 67 kWh per month.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light “Purchased Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase at available standard voltage at the point of service.

CONDITIONS OF SERVICE: Lubbock Power & Light will own, operate, and maintain on Customer's premises the existing lights. Lights are photo-electrically controlled and mounted on a metal bracket on Lubbock Power & Light's service poles, a separate 30 foot wood pole, or on any suitable mounting device belonging to Customer.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: October 1, 2015

FLOOD LIGHT SERVICE

No new lights will be installed by Lubbock Power & Light. As a result, this rate is closed to new customers.

APPLICABLE: For night outdoor flood light service where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. **This rate is closed to new customers and no new lights will be installed for existing customers**.

TERRITORY: Lubbock, Texas

RATE: The charge per month shall be the sum of Rate sections A+B+C+D:

RATE A:
First Light Charge Charge per light for the first light on each 30 foot wood pole with overhead service:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$20.13
175	$20.25	N/A
250	$21.71	$21.81
400	$22.59	$23.07
1,000	$34.56	$34.96

RATE B:
Additional Light Charge Additional charge per month for each additional light per pole:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$7.79
175	$7.90	N/A
250	$9.01	$9.11
400	$9.76	$10.18
1,000	$20.40	$20.73

RATE C:
Additional Pole Charge

Additional charge per month per pole:

Pole Height	Overhead Wood Pole	Underground Wood Pole	Overhead Steel Pole	Underground Steel Pole
30’	$0.00	$3.38	$5.65	$9.05
35’	$1.67	$5.05	$7.32	$10.71
40’	$3.56	$6.97	$9.22	$12.62
45’	$5.04	$8.45	$10.70	$14.11
50’	$6.67	$10.08	N/A	N/A

RATE D:
Additional Service Span Charge

For each additional 150 foot span of secondary line required beyond the first 150 feet: $2.66 per month.

DETERMINATION OF ENERGY USE:

Lamp Wattage	Metal Halide Lumen	Metal Halide kWh	High Pressure Sodium Lumen	High Pressure Sodium kWh
150	N/A	N/A	16,000	56
175	14,000	62	N/A	N/A
250	20,500	97	27,500	97
400	36,000	136	50,000	159
1,000	110,000	359	140,000	350

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light “Purchased Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase. 120 or 240 volts.

CONDITIONS OF SERVICE: Lubbock Power & Light will own, operate, and maintain on Customer's premises the existing overhead flood lights. Lights are photo-electrically controlled and mounted on LP&L poles

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: October 1, 2015

MISCELLANEOUS SERVICE CHARGES

APPLICABLE:	The service charges listed below are applicable to all customers served by Lubbock Power & Light and are in addition to any other charges made under Lubbock Power & Light's tariff for electric service.
TERRITORY:	Lubbock, Texas
RETURNED CHECK CHARGE:	$30.00 This charge is made when Customer's check has been dishonored and returned to Lubbock Power & Light.
SERVICE INITIATION FEE:	$55.00 during business hours. $87.00 after business hours. $115.00 when cut at the pole during business hours. $150.00 when cut at the pole after business hours. This charge is made when Customer requests reconnection of electric service after having been disconnected because of a delinquent account.
RESTORATION OF TAMPERED SERVICE CHARGE:	$200.00 each occurrence plus expense for damages plus recovery of lost sales that are based on historical data or average use for similarly situated customers. This charge is applied to any customer who has tampered with the meter installed on the customer's premises, or by any manner or means has prevented the total energy from being registered by the meter installed for such purposes.
METER TESTING CHARGE:	$50.00 if meter test is requested by Customer. No charge to Customer if meter test shows meter accuracy to be outside acceptable tolerances.

AGREED PAYMENT PLAN CHARGE:	$30.00 This charge is made when a customer requests and receives an agreed payment plan (payment arrangement) using the services of an LP&L Customer Service Representative. This charge will be waived for self-service agreed payment plans made via LP&L's automated phone system or online at www.LPandL.com.
DUPLICATE BILL CHARGE:	$5.00 for each duplicate bill. This charge is made when a customer requests a copy of a previously received bill. Copies of bills (12 month history) can be obtained free of charge at www.LPandL.com.
MISCELLANEOUS CHARGES:	At cost. This charge may be made for miscellaneous and non-routine services performed at the request of Customer but not covered specifically by any rate or fee. The charges will be the reasonable costs incurred for performing such services including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the service provided.
PULSE METERING EQUIPMENT INSTALLATION AND REPLACEMENT CHARGE:	At cost. These charges may be made when Customer requests access to pulses from the revenue meter. The charges will be the reasonable costs incurred for providing such service including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the service provided.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.
EFFECTIVE DATE:	October 1, 2015

PURCHASED POWER COST RECOVERY FACTOR:

The Purchased Power Cost Recovery Factor (PPRF), provides for the recovery of all purchased power costs incurred by LP&L in serving system demand and energy requirements. The PPRF shall be adjusted a minimum of two times per year, once during the non-summer season of October through May and once during the summer season of June through September. The PPRF will have a demand (PPRF-D) and energy (PPRF-E) component or rate. The PPRF rates shall be established with the intention of matching PPRF revenues with actual purchased power costs over the course of a fiscal year, giving consideration to seasonal fluctuations in load and in purchased power prices. The PPRF may be adjusted more frequently if any over or under recovery exceeds the maximum variance as defined below.

For a particular customer class, the PPRF-E shall be adjusted by the following voltage level factors:
Primary Voltage: 1.0409
Secondary Voltage: 1.06340

On a monthly basis, LP&L shall track actual revenues collected from the PPRF and compare these revenues to actual total purchased power costs incurred. The cumulative balance representing the difference between total PPRF revenues collected less total purchased power costs incurred over the period shall be reported to the LPL&L Board on a monthly basis.

A PPRF balancing account will be established with a cap equal to five percent of total annual budgeted or forecasted purchased power costs to manage the monthly over/under collection of, or differences in, the monthly PPRF revenues and monthly purchased power costs. If at any time, the reported cumulative balance of the difference between total PPRF revenues collected and purchased power costs is greater than the PPRF balancing account cap, an adjustment may be made to the PPRF rates with the intention of refunding the over recovery amount. In addition, if at any time the reported cumulative balance of the difference between total PPRF revenues collected and purchased power costs is approaching or less than zero, an adjustment may be made to the PPRF rates with the intention of replenishing the PPRF stabilization fund.

All mid-season adjustments to the PPRF shall be approved by the Electric Utility Board.

Electric Rate/Tariff Schedule

Amended October 1, ~~2014~~2015

Lubbock Power & Light Electric Rate/Tariff Schedule

Service Schedules

Type of Service	Rate Class
General Terms and Conditions	
Residential Standard Service	Rate 1
Residential Electric Space Heating Service	Rate 3
Residential Net Metering Service	Rate 5
Small General Service	Rate 10
Large School Service	Rate 15
Secondary General Service	Rate 16
Primary General Service	Rate 16P
~~Transmission General Service~~	~~Rate 16T~~
State University General Service	Rate 16U
Large Municipal Service	Rate 17
Street Lighting Service	Rate 18
General Religious Service	Rate 19
Small Municipal & School Service	Rate 21
Optional Time-of-Use Service Rider	
Guard Light Service	
Flood Light Service	
Miscellaneous Service Charges	
~~Discount Factor~~	
Purchased Power Cost Recovery Factor	

GENERAL TERMS AND CONDITIONS

In order that all Customers may receive uniform, efficient, and adequate service, electric service will be supplied to and accepted by all Customers receiving service from the City of Lubbock's municipally owned electric utility, Lubbock Power & Light ("LP&L"), in accordance with these Terms and Conditions including the attached Rate/Tariff Schedule ("Rate Schedule"). For purposes of this Rate Schedule, "Customer" shall mean any person, firm, corporation or other legal entity receiving electric service from Lubbock Power & Light. All references herein to either the City of Lubbock or Lubbock Power and Light shall be inclusive of the other.

1. Customer's Installation. Customer is responsible, at its own expense, for installing and maintaining such protective devices as are recommended or required by the then current edition of the National Electrical Code or as may be necessary to protect Customer's equipment or process during abnormal service conditions or the failure of all or a part of the electric service provided by LP&L. Such protective devices include, but are not limited to, equipment necessary to limit voltage fluctuations, transients, or harmonics such that neither LP&L nor LP&L's other customers are adversely affected. All wiring and other electrical equipment furnished by the Customer will be installed, operated, and maintained by the Customer at all times in conformity with good electrical practice and with the requirements of the constituted authorities and these Terms and Conditions. LP&L is not obligated to serve any equipment or any premises that has a detrimental effect on LP&L equipment or the equipment of LP&L customers.

   Customer is responsible for notifying LP&L of any change in the installation that might impact the applicable rate to be charged. If the change results in the Customer qualifying for a lower rate, the lower rate will be applied no earlier than the date notice is given to LP&L. If the change results in a higher rate, the higher rate will be applied as of the date of the change in installation. Back-billing shall not exceed a period of six months, if it is found that a higher rate should have been applied to Customer or the back-billing would result in additional charges or fees to Customer.

2. Continuous Service. Lubbock Power & Light shall use reasonable diligence to provide continuous electric service but Lubbock Power & Light does not guarantee against irregularities, interruptions, or fluctuating wave form or frequency, it being understood that occasional irregularities, interruptions, and fluctuations are inevitable. Lubbock Power & Light shall not be liable for damages or injury, including but not limited to consequential or economic loss damages, occasioned by interruption, failure to commence delivery voltage, wave form or frequency fluctuation caused by an act of God or the public enemy, a breakdown of plant, lines or equipment, inevitable accidents, fire, explosion, strikes, riots, war, delay in receiving shipments of required materials, order of any court or judge granted in any bona fide adverse legal proceedings or action or any order by any commission or tribunal having jurisdiction**; OR, WITHOUT LIMITATION BY THE PRECEDING ENUMERATION, ANY OTHER ACT OR THING DUE TO CAUSES BEYOND LUBBOCK POWER & LIGHT'S**

CONTROL, TO THE NEGLIGENCE OF LUBBOCK POWER & LIGHT, ITS EMPLOYEES, OR CONTRACTORS, except to the extent that the damages are occasioned by the gross negligence or willful misconduct of Lubbock Power & Light.

3. Intentional Interruption of Service. Lubbock Power & Light may, without notice and without liability to the Customer, interrupt service to the Customer when, in Lubbock Power & Light's sole judgment, the interruption of service:

   a. Will prevent or alleviate an emergency threatening to disrupt the operation of Lubbock Power & Light's system; or
   b. Will lessen or remove possible danger to life or property; or
   c. Will aid in the restoration of electric service; or
   d. Is required to make necessary repairs to or changes in Lubbock Power & Light's facilities.

   Lubbock Power & Light may, in the event of a national emergency or local disaster resulting in disruption of normal service, in the public interest, interrupt service to the Customer to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to the agencies can be restored.

4. Disclaimer of Warranties. **LUBBOCK POWER & LIGHT AND THE CITY MAKES NO WARRANTIES WHATSOEVER WITH REGARD TO THE PROVISION OF ANY SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

5. Discontinuance, Suspension and Refusal of Service. In addition to and in conjunction with any other federal, state or local law regarding discontinuance, suspension or refusal of utility service, Lubbock Power & Light may discontinue, suspend or refuse to supply electric service to any customer for the following reasons:

   a. Disconnection with notice. Lubbock Power & Light may disconnect electric utility service after proper notice for any of the following reasons:
      (i) failure to pay a bill for electric utility service or failure to comply with the terms of any agreed payment plan;
      (ii) failure to pay a deposit as required by the General Terms and Conditions of the Rate Schedule; or
      (iii) for any other reason whereby Lubbock Power & Light is legally entitled to disconnect electric utility service with notice.

   b. Disconnection without notice. Lubbock Power & Light may disconnect electric utility service without prior notice for any of the following reasons:
      (i) where a known dangerous condition exists for as long as the condition exists;
      (ii) where service is connected without authority by a person who has not made application for service;
      (iii) where service was reconnected without authority after termination for nonpayment;

(iv) failure to comply with the terms of any agreed payment plan where such plan provides for disconnection without further notice;
(v) where there has been tampering with Lubbock Power & Light's equipment or evidence of theft of service; or
(vi) for any other reason whereby Lubbock Power & Light is legally entitled to disconnect electric utility service without notice.

6. Deposits. Lubbock Power & Light shall require a deposit from customers for electric service, in accordance with the following terms and conditions:

a. Lubbock Power & Light shall require a deposit from a prospective residential electric service customer in an amount equal to ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS ($135.00), except as provided herein.

b. Lubbock Power & Light shall require a deposit from a prospective commercial and/or industrial customer in an amount equal to ONE HUNDRED THIRTY FIVE AND NO/100 DOLLARS ($135.00) or ONE-SIXTH (1/6) of the reasonable and good-faith estimate of annual billings of the customer, whichever is greater, except as provided herein.

c. An applicant for residential electric service shall be exempt from the deposit requirement if any of the following conditions are met by the applicant:

i. the applicant produces, to the satisfaction of Lubbock Power & Light, the following information:

A. Proof that during the two years prior to applying for electric service from Lubbock Power & Light, the applicant was a customer of a utility providing electric service or one or more of the City of Lubbock utility services for at least twelve (12) consecutive months; and
B. While a customer, the applicant was not delinquent in paying for any utility service including City of Lubbock utility services on more than one occasion; and
C. While a customer, the applicant never had any of the services described in paragraphs A or B immediately above disconnected for nonpayment;

ii. the applicant demonstrates adequate and available credit, to the satisfaction of Lubbock Power & Light, by producing a letter of credit in the primary applicant's name from a utility providing electric service of whom the applicant was a customer; or

iii. the applicant is at least sixty-five (65) years of age and has no outstanding account balance with a utility for utility service including City of Lubbock utility services that accrued within the last two years.

iv. Subject to Section 6(c)(i)(B) and Section 6(c)(i)(C), an applicant has been determined to be a victim of family violence as defined in the Texas Family Code §71.004, by a family violence center as defined in Texas

Human Resources Code §51.002, by treating medical personnel, by law enforcement personnel, by the Office of a Texas District Attorney or County Attorney, by the Office of the Attorney General, or by a grantee of the Texas Equal Access to Justice Foundation. This determination shall be evidenced by submission of a certification letter developed by the Texas Council on Family Violence. The certification letter may be submitted directly to Lubbock Power & Light.

v. A customer who was exempted from the deposit requirement under this Section 6(c) may have the exemption withdrawn and a deposit applied to the account if the customer's service becomes disconnected for non-payment.

d. An applicant for non-residential service shall be exempt from the deposit requirement if the applicant produces, to the satisfaction of Lubbock Power & Light, the following information:

i. Proof that during the two years prior to applying for electric service from Lubbock Power & Light, the applicant was a customer of a utility providing electric service for at least twelve (12) consecutive months and is not currently delinquent in payment of any such utility service account; and

ii. While a customer, the applicant was not delinquent in paying for any utility service on more than one occasion; and

iii. While a customer, the applicant never had service disconnected for nonpayment.

iv. A customer who was exempted from the deposit requirement under this Section 6(d) may have the exemption withdrawn and a deposit applied to the account if the customer's service becomes disconnected for non-payment.

e. Except as provided herein, a customer from whom a deposit has been collected~~, if elected by the customer and the customer notifies Lubbock Power & Light,~~ shall be eligible for a refund of said deposit when the customer has paid bills for service for twelve (12) consecutive residential billings or for twenty-four (24) consecutive commercial or industrial billings and the customer meets Lubbock Power & Light's eligibility requirements.~~ without having service disconnected for nonpayment of charges for such service, and without having more than one occasion on which a bill was delinquent, and when the customer is not delinquent in the payment of the current bill.~~ Refunds to eligible customers shall be made promptly either in the form of a check payable to the customer or as a credit to the customer's bill, as determined by the sole discretion of Lubbock Power & Light. A customer who received a refund of their deposit may have the deposit requirement reapplied if the customer's service becomes disconnected for non-payment.

f. Lubbock Power & Light shall keep the following records for all deposits collected by Lubbock Power & Light pursuant to this Section:

i. the name and address of each depositor;
ii. the amount and date of the deposit; and
iii. each transaction concerning the deposit.

g. Any deposit not previously refunded to Customer or credited to Customer's account as provided herein shall be credited to Customer's final bill for service.

7. Right of Way. Customer shall provide, at no expense to Lubbock Power & Light, valid easements and rights-of-way, as required by Lubbock Power & Light for installation of an electric distribution system to provide electric utility service to Customer. Subject to and in conjunction with all other applicable federal, state and local laws and regulations, Lubbock Power & Light shall have the right to clear its distribution system and service connection of any interfering tree, shrub, or other obstruction and shall have the right to determine and maintain the amount of clearance it deems necessary in accordance with good utility practices and applicable law.

8. Meter Ownership and Maintenance. Lubbock Power & Light owns, furnishes, installs, programs, calibrates, tests and maintains all meters and all associated equipment used for retail billing and settlement purposes in the Lubbock Power & Light service area.

~~8.~~9. Access to Premises. Lubbock Power & Light or its authorized agents shall have access at all reasonable hours to the premises of Customer for the purpose of inspecting wiring and apparatus, removing or replacing Lubbock Power & Light's property, reading of meters and all other purposes incident to supplying of electric utility service.

~~9.~~10. Voltage Tolerances. Lubbock Power & Light may measure and record voltage levels at Customer's billing meter. Voltages outside of the Acceptable Range, as defined below, will be corrected as soon as possible by Lubbock Power & Light. For purposes of this Rate Schedule, voltages within the Acceptable Range shall be deemed consistent with proper electric utility service and good utility practice.

Nominal Voltage (Volts)	**Acceptable Range (Volts)**
120	110-127
208	191-220
240	220-254

277	254-293
480	440-508

110. Agreed Payment Plan. Lubbock Power & Light may allow a customer to pay an outstanding bill in installments. Any such agreed payment plan shall be subject to the following terms and conditions:

a. The customer may establish a payment plan by contacting Lubbock Power & Light in person, by telephone or by any other electronic communication approved by Lubbock Power & Light;

b. The agreed payment plan must be in writing;

c. The Director of Electric Utilities may include additional terms and conditions consistent with those outlined herein and with applicable policy and law.

The agreed payment plan may contain additional terms and conditions consistent with the Rate Schedule and applicable federal, state, and local law and regulations. In the event of a conflict between a written agreed payment plan and this Rate Schedule, the terms and conditions of this Rate Schedule shall control.

121. Right to Amend. This Rate Schedule may be amended or modified by Lubbock Power & Light through a written instrument duly executed by the City Council of the City of Lubbock without further notice provided to Customer, except as otherwise required by law.

123. Severability. If any portion of this Rate Schedule is held unenforceable by a court of competent jurisdiction, the remainder of this Rate Schedule shall not be affected and shall remain fully in force and enforceable.

134. Meter Aggregation. Lubbock Power & Light will bill each electric meter as a single meter. Customers with multiple meters that are rendered to a contiguous area, or that are metered across a dedicated street or alley will be billed on a per meter basis with no aggregation of those meters for billing purposes. Subject to mutual agreement by eCustomer and Lubbock Power & Light, multiple meters may be electronically or digitally totalized.

145. Applicable Law. **The laws of the State of Texas shall govern the validity, performance and enforcement of this Rate Schedule and the venue for any legal proceedings shall be in Lubbock County, Texas.**

RESIDENTIAL STANDARD SERVICE

Rate 1

APPLICABLE:	To residential customers for electric service used for domestic purposes in private residences and separately metered individual apartments when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.	
TERRITORY:	Lubbock, Texas	
RATE:	Service Availability Charge:	$7.276.87 per month per meter
	Summer Energy Charge:	$0.03628431 per kWh
	Non-Summer Energy Charge:	$0.02509373 per kWh
NON-SUMMER MONTHS:	The billing months of October through May	
SUMMER MONTHS:	The billing months of June through September	
PURCHASED POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.	
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.	

BUDGET BILLING: Budget billing is available upon request. Budget billing is a program that allows a customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2014~~4~~5

RESIDENTIAL
ELECTRIC SPACE HEATING SERVICE

Rate 3

APPLICABLE:	To residential customers for electric service with predominant electric space heating used for domestic purposes in private residences and separately metered individual apartments when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Electric space heating includes permanently installed whole house space heating equipment in regular use, including heat pumps and electric resistance heating and excluding bathroom heaters.	
TERRITORY:	Lubbock, Texas	
RATE:	Service Availability Charge:	$7.276.87 per month per meter
	Summer Energy Charge:	$0.04730473 per kWh
	Non-Summer Energy Charge:	$0.013760l per kWh
NON-SUMMER MONTHS:	The billing months of October through May	
SUMMER MONTHS:	The billing months of June through September	
PURCHASED POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.	

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

BUDGET BILLING: Budget billing is available upon request. Budget billing is a program that allows a customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2014~~4~~5

RESIDENTIAL
NET METERING SERVICE

Rate 5

APPLICABLE:

To residential customers for electric service used for domestic purposes in private residences and separately metered individual apartments when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate.

This rate is available to net metering customers only. Net metering customer are defined as customers who have installed distributed generation on the customer side of the Lubbock Power and Light meter. All customers ~~desiring to be placed~~served on this rate must sign an agreement for interconnection and parallel operation with Lubbock Power and Light. Customers that qualify for this rate will receive credit in kWh generated against kWh consumed in one billing period. KWh credits will only offset up to the amount of kWh consumed in each billing period.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge: $27.40~~25.91~~ per month per meter

Summer Energy Charge (<1,000kWh): $0.011630~~0~~ per kWh
Summer Energy Charge (>1,000kWh): $0.02115 per kWh

Non-Summer Energy Charge (<1,000kWh): $0.003573~~8~~ per kWh
Non-Summer Energy Charge (>1,000kWh): $0.01058 per kWh

NON-SUMMER MONTHS:

The billing months of October through May

SUMMER MONTHS:

The billing months of June through September

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.
BUDGET BILLING:	Budget billing is available upon request. Budget billing is a program that allows a customer to pay a specified amount each month instead of paying the actual billed amount. Customers must have a minimum of 12 months history at their current address to qualify for budget billing. Customers must have a zero balance at the time budget billing is implemented and must keep their accounts current to remain on budget billing.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after October 1, 201~~4~~5~~.~~

SMALL GENERAL SERVICE

Rate 10

APPLICABLE:

To commercial customers for electric service supplied at secondary voltage for commercial purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Youth-oriented (18 years of age and younger) non-profit sports leagues utilizing electric service for sports field lighting at municipally owned outdoor facilities may be served under this rate regardless of demand. Meters in which the load exceeds 10 kW of demand in any month will be assigned to Rate 16 (Secondary General Service) and will not be eligible to be reassigned to Rate 10 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$12.2011.54 per month per meter
Energy Charge:	$0.01789692 per kWh

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase 120/240 volts. Three-phase 240 volts where available on secondary.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2014~~4~~5

LARGE SCHOOL SERVICE

Rate 15

APPLICABLE:

To all public and private school facilities supplied at secondary voltage for school purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service, or to service for which a specific rate schedule is provided.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$35.7933.84 per month per meter
Energy Charge:	$0.0004~~2~~ per kWh
Demand Charge:	$5.2001~~4.91738~~ per kW

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure the customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, the customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by ~~80~~67 hours.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR: Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than 85% lagging.

Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery,~~,~~ Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

~~Effective October 1, 2015, LP&L may disconnect Customer's service, following proper notice, if Customer fails to maintain a power factor of at least 85% lagging. In cases where service is provided and the customer fails to maintain a power factor of at least 85% lagging, actual KVA shall be used as the billing demand.~~

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after October 1, 2014~~4~~5

SECONDARY GENERAL SERVICE

Rate 16

APPLICABLE:

To all commercial and industrial customers for electric service supplied at secondary voltage for commercial purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 10 (Small General Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$25.72~~24.32~~ per month per meter
Energy Charge:	$0.00072~~68~~ per kWh
Summer Demand Charge:	$7.213086.82088 per kW
Non-Summer Demand Charge:	$3.858163.64838 per kW

NON-SUMMER MONTHS:

The billing months of October through May

SUMMER MONTHS:

The billing months of June through September

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure Customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, the customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 57.01 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by ~~80~~67 hours.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR: Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery, Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

~~Effective October 1, 2015, LP&L may disconnect Customer's service, following proper notice, if Customer fails to maintain a power factor of at least 85% lagging. In cases where service is provided and the customer fails to maintain a power factor of at least 85% lagging, actual KVA shall be used as the billing demand.~~

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 2014~~5~~5

PRIMARY GENERAL SERVICE

Rate 16P

APPLICABLE:

To all commercial and industrial customers for electric service supplied at primary voltage for commercial purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$279.58~~264.38~~ per month per meter
Energy Charge:	$0.000514~~8~~ per kWh
Demand Charge:	$4.64098~~38863~~ per kW

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure the customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, the customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 69.71 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by ~~80~~67 hours.

LOSS ADJUSTMENT:

When metering is installed on the secondary (customer's) side of any voltage transformation made at less than available primary voltage at the point of service, the meter readings for billing purposes shall be increased to include all transformation losses.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR: Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery,~~,~~ Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

~~Effective October 1, 2015, LP&L may disconnect Customer's service, following proper notice, if Customer fails to maintain a power factor of at least 85% lagging. In cases where service is provided and the customer fails to maintain a power factor of at least 85% lagging, actual KVA shall be used as the billing demand.~~

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase at Lubbock Power & Light's available primary voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 201~~4~~5

STATE UNIVERSITY GENERAL SERVICE

Rate 16U

APPLICABLE:

To all State of Texas universities using more than 100,000,000 kWh per year where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$0.00 per month per meter
Demand Charge:	$0.00
Energy Charge:	$0.014000 per kWh

WHOLESALE POWER CHARGE:

The charge per kilowatt-hour of the above rate shall be increased by an amount equal to LP&L's average cost of Wholesale Power for the month immediately preceding the current billing month for the customer as delivered to all LP&L customers including assumed system losses of 2%. The Wholesale Power Charge shall be calculated monthly by dividing (i) the amount of the Total Bill for Wholesale Power for the month immediately preceding the current billing month for the customer including any prior month adjustments by (ii) the kWh delivered to all LP&L customers in the month immediately preceding the current billing month for the customer. The kWh delivered to all LP&L customers shall be calculated by reducing by 2% the kWh delivered to LP&L's delivery points by SPS as shown on the Wholesale Power bill of the month immediately preceding the current billing month for the customer. This reduction is an adjustment to account for line losses occurring between LP&L's point(s) of interconnection with SPS and the delivery points of the customer.

TERMS OF PAYMENT:	Payment due 30 days after bill date or as otherwise required by state law. If the 30th day falls on a weekend or an official City of Lubbock recognized holiday, the due date will be extended until the next business day. A late charge of 1% or as authorized by state law, whichever is greater, will be added to all bills not paid by the due date.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase at Lubbock Power & Light's available secondary voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after October 1, 2014~~4~~5

LARGE MUNICIPAL SERVICE

Rate 17

APPLICABLE:

To all municipal facilities supplied at secondary voltage for municipal purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served and whose load exceeds 10 kW of demand in any month. Meters on this rate with loads that drop to 10 kW of demand or below will be eligible to be reassigned to Rate 21 (Small Municipal and School Service) only after 12 consecutive months where loads have not exceeded 10 kW of demand.

Not applicable to temporary, breakdown, standby, supplementary, resale or shared service, or to service for which a specific rate schedule is provided.

TERRITORY:

Lubbock, Texas

RATE:

Service Availability Charge:	$44.7342.30 per month per meter
Energy Charge:	$0.0006057 per kWh
Demand Charge:	$4.7192546265 per kW

DEMAND:

Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure the customer's kW demand for the 30-minute period of greatest use during the month. In the absence of a demand meter, Customer's demand will be billed using the monthly kilowatt-hours and an average load factor of 41.30 percent. In no month, shall the billing demand be greater than the kW value determined by dividing the kWh sales for the billing period by 8067 hours.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt and kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt and kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

POWER FACTOR: Applicable to customers on this rate schedule with a peak demand of 200 kW or greater. At all times, Customer will maintain at Lubbock Power & Light's point of delivery, a power factor of not less than 85% lagging. Where Customer fails to maintain a power factor of at least 85% lagging at LP&L's point of delivery,~~,~~ Customer shall install suitable capacitors or other equipment necessary to raise the overall power factor at the point of delivery to a satisfactory value. Where such power factor correction equipment is used, Customer shall install a relay, switch or other regulating equipment for purposes of disconnecting or controlling the power factor correction equipment in order to prevent excessive voltage conditions on Lubbock Power & Light's system.

~~Effective October 1, 2015, LP&L may disconnect Customer's service, following proper notice, if Customer fails to maintain a power factor of at least 85% lagging. In cases where service is provided and the customer fails to maintain a power factor of at least 85% lagging, actual KVA shall be used as the billing demand.~~

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: For all electric meters read by LP&L on or after October 1, 201~~4~~5

STREET LIGHTING SERVICE

Rate 18

APPLICABLE:	To municipal and State of Texas facilities for street lighting service where facilities of adequate capacity and suitable voltage are adjacent to the point of service.	
TERRITORY:	Lubbock, Texas	
RATE:	Service Availability Charge:	$0.00 per month per meter
	Energy Charge:	$0.04305~~071~~ per kWh
DETERMINATION OF ENERGY USE:	Energy use will be determined by applying the total rated wattage of each fixture, including the ballast, to the number of hours of operation in each month. Street light burning time will be from one-half after sunset to one-half hour before sunrise using National Weather Service official sunrise & sunset times for Lubbock, Texas.	
PURCHASED POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.	
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.	
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.	

CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the point of service.
CONDITIONS OF SERVICE:	Customer will install, own, operate and maintain the street lighting system.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October 1, 2014~~4~~5

GENERAL RELIGIOUS SERVICE

Rate 19

APPLICABLE: To service provided exclusively to the primary structure used for worship services of any church or religious association. This rate is not available for any other structure owned and operated by a church or religious association that is not primarily used for worship services. This rate is not applicable to temporary breakdown, standby, supplementary, or to service for which a specific rate schedule is provided.

TERRITORY: Lubbock, Texas

RATE:

Service Availability Charge:	$15.10~~14.28~~ per month per meter
Energy Charge:	$0.01663~~573~~ per kWh

PURCHASED POWER COST RECOVERY FACTOR: The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT: The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX: Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after October 1, 2014~~4~~5

SMALL MUNICIPAL & SCHOOL SERVICE

Rate 21

APPLICABLE:	To municipal facilities and public and private schools for electric service supplied at secondary voltage for municipal and school purposes when all service is supplied at one point of delivery and measured through one meter, where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served, and whose load does not exceed 10 kW of demand in any month. Single-phase motors not to exceed 10 horsepower, individual capacity, may be served under this rate. Meters in which the load exceeds 10 kW of demand in any month will be assigned to either Rate 15 (Large School Service) or Rate 17 (Large Municipal Service) as applicable and will not be eligible to be reassigned to Rate 21 until there have been 12 consecutive months where loads have not exceeded 10 kW of demand.	
TERRITORY:	Lubbock, Texas	
RATE:	Service Availability Charge:	$11.69~~11.05~~ per month per meter
	Energy Charge:	$0.01476~~396~~ per kWh
PURCHASED POWER COST RECOVERY FACTOR:	The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".	
FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.	

TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase or three-phase, at one available standard voltage.
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	For all electric meters read by LP&L on or after October 1, 2014~~4~~5

OPTIONAL TIME-OF-USE SERVICE RIDER - EXPERIMENTAL

Applicable to Rates 15, 16, 16P and 17

APPLICABLE: Available to Customers whose electric service is provided under rates 15, 16, 16P, and 17 and that can establish a lower demand between 1:00 p.m. and 7:00 p.m. weekdays during summer billing months. Lubbock Power & Light reserves the right to limit the availability or to discontinue this option, if in Lubbock Power & Light's judgement, system load or cost characteristics no longer warrant such option.

TERRITORY: Lubbock, Texas

NON-SUMMER MONTHS: For the billing months of October through May, the demand charge and the demand component of the Purchased Power Cost Recovery Factor (PPRF-D) shall be based on customer's kW demand for the 30-minute period of greatest use during the month.

SUMMER MONTHS: For the billing months of June through September, the demand charge shall be based on customer's kW demand for the 30-minute period of greatest use during the month. The demand component of the Purchased Power Cost Recovery Factor (PPRF-D) shall be based on customer's kW demand for the 30-minute period of greatest use during the on-peak demand period for the month.

DEMAND: Lubbock Power and Light will furnish at its expense the necessary metering equipment to measure the customer's kW demand for the 30-minute period of greatest use during the month. There will be no demand cap for Customers electing this rider.

ON-PEAK / OFF-PEAK DEMAND HOURS Lubbock Power and Light shall consider the on-peak/off-peak billing periods as follows:

Summer Months: On-Peak – Monday through Friday, 1:00 p.m. to 7:00 p.m., excluding holidays
Off-Peak – All other hours

Non-Summer Months: On-Peak – All hours

EFFECTIVE DATE: For all electric meters read by LP&L on or after June 1, 2016

GUARD LIGHT SERVICE

No new lights will be installed by Lubbock Power & Light. As a result, ~~T~~this rate is closed to new customers.

APPLICABLE:

For night outdoor guard lighting service where facilities of adequate capacity and suitable voltage are adjacent to the point of service. **This rate is closed to new customers and no new lights will be installed for existing customers**. ~~Customers of a competing utility with existing guard light service will be allowed to transfer this service to LP&L but no new lights will be installed for transferring customers.~~

Mercury vapor lamps are no longer being manufactured or imported. Once the inventory of mercury vapor lamps is depleted, customers will be given the option of having the guard light removed or replaced with another type of light which may have a different rate.

TERRITORY:

Lubbock, Texas

RATE:

Each 150 Watt 15,000 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $13.65~~12.91~~ per month

Each 100 Watt 9,500 lumen (nominal – actual rating may vary) high-pressure sodium fixture installed on an overhead bracket on a wood pole: $9.27~~8.77~~ per month

Each 150 Watt 7,000 lumen (nominal – actual rating may vary) mercury vapor fixture installed on an overhead bracket on a wood pole: $14.04~~13.28~~ per month

Additional secondary line: For each additional 150 foot span of secondary line required beyond the first 150 feet: $2.97~~2.81~~ per month.

DETERMINATION OF ENERGY USE:

15,000 lumen HPS fixture uses 56 kWh per month.
9,500 lumen HPS fixture uses 38 kWh per month.
7,000 lumen MV fixture uses 67 kWh per month.

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light "Purchased Power Cost Recovery Factor".

FRANCHISE FEE EQUIVALENT:	The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.
TERMS OF PAYMENT:	Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.
CHARACTER OF SERVICE:	AC. 60 hertz. Single-phase at available standard voltage at the point of service.
CONDITIONS OF SERVICE:	Lubbock Power & Light will own, operate, and maintain on Customer's premises the existing~~requested number of~~ lights. Lights are~~will be~~ photo-electrically controlled and mounted on a metal bracket ~~installed~~ on Lubbock Power & Light's service poles, a separate 30 foot wood pole, or ~~installed~~ on any suitable mounting device belonging to Customer. ~~Lights will not be installed on any mounting device, which in the opinion of Lubbock Power & Light, is unsafe or not suitable for the purpose. One span of secondary line not exceeding 150 feet in length may be furnished under the above rate with each pole. Service requiring more than one span of secondary line per pole will be furnished, provided Customer pays the listed rate for each additional span not exceeding 150 feet in length.~~
TERMS & CONDITIONS:	Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.
EFFECTIVE DATE:	October 1, 2014~~4~~5

FLOOD LIGHT SERVICE

No new lights will be installed by Lubbock Power & Light. As a result, ~~T~~this rate is closed to new customers.

APPLICABLE: For night outdoor flood light service where facilities of adequate capacity and suitable voltage are adjacent to the premises to be served. **This rate is closed to new customers and no new lights will be installed for existing customers**. ~~Customers of a competing utility with existing flood light service will be allowed to transfer this service to LP&L but no new lights will be installed for transferring customers.~~

TERRITORY: Lubbock, Texas

RATE: The charge per month shall be the sum of Rate sections A+B+C+D:

RATE A:
First Light Charge Charge per light for the first light on each 30 foot wood pole with overhead service:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$20.13~~19.04~~
175	$20.25~~19.15~~	N/A
250	$21.71~~20.53~~	$21.81~~20.62~~
400	$22.59~~21.36~~	$23.07~~21.82~~
1,000	$34.56~~32.68~~	$34.96~~33.06~~

RATE B:
Additional Light Charge Additional charge per month for each additional light per pole:

Lamp Wattage	Metal Halide	High Pressure Sodium
150	N/A	$7.79~~7.37~~
175	$7.90~~7.47~~	N/A
250	$9.01~~8.52~~	$9.11~~8.61~~
400	$9.76~~9.23~~	$10.18~~9.63~~
1,000	$20.40~~19.29~~	$20.73~~19.60~~

RATE C:
Additional Pole Charge

Additional charge per month per pole:

Pole Height	Overhead Wood Pole	Underground Wood Pole	Overhead Steel Pole	Underground Steel Pole
30’	$0.00	$3.383.20	$5.655.34	$9.058.56
35’	$1.671.58	$5.054.78	$7.326.92	$10.7110.13
40’	$3.563.37	$6.976.59	$9.228.72	$12.6211.93
45’	$5.044.77	$8.457.99	$10.7010.12	$14.1113.34
50’	$6.676.31	$10.089.53	N/A	N/A

RATE D:
Additional Service Span Charge

For each additional 150 foot span of secondary line required beyond the first 150 feet: $2.66 per month.

DETERMINATION OF ENERGY USE:

Lamp Wattage	Metal Halide Lumen	Metal Halide kWh	High Pressure Sodium Lumen	High Pressure Sodium kWh
150	N/A	N/A	16,000	56
175	14,000	62	N/A	N/A
250	20,500	97	27,500	97
400	36,000	136	50,000	159
1,000	110,000	359	140,000	350

PURCHASED POWER COST RECOVERY FACTOR:

The charge per kilowatt-hour of the above rate shall be increased by the applicable recovery factor per kilowatt hour as provided in the current Lubbock Power and Light “Purchased Power Cost Recovery Factor”.

FRANCHISE FEE EQUIVALENT:

The charge of the above rate may be increased (i) by an amount no greater than the equivalent franchise fee established by the City Council of the City of Lubbock for any other electric utility; or (ii) by an amount equal to any franchise fee obligation applicable to Lubbock Power & Light as established by the City Council of the City of Lubbock.

TAX:

Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.

TERMS OF PAYMENT: Payment due on receipt. A late charge of 5% will be added to all bills not paid within 21 days after bill date. If the 21st day falls on a weekend or an official City of Lubbock recognized holiday, the late charge will not be applied until the next business day.

CHARACTER OF SERVICE: AC. 60 hertz. Single-phase. 120 or 240 volts.

CONDITIONS OF SERVICE: Lubbock Power & Light will own, operate, and maintain on Customer's premises the existing~~required number of~~ overhead flood lights. Lights are~~will be~~ photo-electrically controlled and mounted on LP&L poles~~ of the type and size selected by Customer and available under the rate. One span of secondary line not exceeding 150 feet in length may be furnished under the above rate with each pole. Service requiring more than one span of secondary line per pole will be furnished, provided Customer pays the listed rate for each additional span not exceeding 150 feet in length.~~

~~LP&L will not construct, own, or maintain underground lines on Customer's premises for flood light service. Construction for underground lines will be per the specifications of LP&L and will be arranged and paid for by Customer. Customer is responsible for any trenching and backfilling necessary for construction.~~

TERMS & CONDITIONS: Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.

EFFECTIVE DATE: October 1, 201~~4~~5

MISCELLANEOUS SERVICE CHARGES

APPLICABLE:	The service charges listed below are applicable to all customers served by Lubbock Power & Light and are in addition to any other charges made under Lubbock Power & Light's tariff for electric service.
TERRITORY:	Lubbock, Texas
RETURNED CHECK CHARGE:	$30.00 ~~as of 05/21/2007 but may be changed up to the maximum allowed by applicable law without further action by the City Council of the City of Lubbock.~~ This charge is made when Customer's check has been dishonored and returned to Lubbock Power & Light.
SERVICE INITIATION FEE:	$55.00 during business hours. $87.00 after business hours. $115.00 when cut at the pole during business hours. $150.00 when cut at the pole after business hours. This charge is made when Customer requests reconnection of electric service after having been disconnected because of a delinquent account.
RESTORATION OF TAMPERED SERVICE CHARGE:	$200.00 each occurrence plus expense for damages plus recovery of lost sales that are based on historical data or average use for similarly situated customers. This charge is applied to any customer who has tampered with the meter installed on the customer's premises, or by any manner or means has prevented the total energy from being registered by the meter installed for such purposes.
METER TESTING CHARGE:	$50.00 if meter test is requested by Customer. No charge to Customer if meter test shows meter accuracy to be outside acceptable tolerances.

AGREED PAYMENT PLAN CHARGE:	$30.00 This charge is made when a customer requests and receives an agreed payment plan (payment arrangement) using the services of an LP&L Customer Service Representative. This charge will be waived for self-service agreed payment plans made via LP&L's automated phone system or online at www.LPandL.com.
DUPLICATE BILL CHARGE:	$5.00 for each duplicate bill. This charge is made when a customer requests a copy of a previously received bill. Copies of bills (12 month history) can be obtained free of charge at www.LPandL.com.
MISCELLANEOUS CHARGES:	At cost. This charge may be made for miscellaneous and non-routine services performed at the request of Customer but not covered specifically by any rate or fee. The charges will be the reasonable costs incurred for performing such services including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the service provided.
PULSE METERING EQUIPMENT INSTALLATION AND REPLACEMENT CHARGE:	At cost. These charges may be made when Customer requests access to pulses from the revenue meter. The charges will be the reasonable costs incurred for providing such service including but not limited to labor, materials, transportation, miscellaneous expenses and all applicable overheads for the service provided.
~~**TERMS & CONDITIONS:**~~	~~Service supplied under this rate is subject to the terms and conditions set forth in LP&L's General Terms and Conditions of the Rate Schedule as approved by the City Council of the City of Lubbock and on file with the City Secretary of the City of Lubbock.~~
TAX:	Billings under this schedule may be increased by an amount equal to the sum of the applicable federal, state and local taxes, fees, or charges levied, assessed and/or payable by Lubbock Power & Light for utility services rendered, or on the right or privilege or rendering the service, or on any object or event incidental to the rendition of the service.
EFFECTIVE DATE:	October 1, 201~~4~~5

PURCHASED POWER COST RECOVERY FACTOR:

The Purchased Power Cost Recovery Factor (PPRF), provides for the recovery of all purchased power costs incurred by LP&L in serving system demand and energy requirements. The PPRF shall be adjusted a minimum of two times per year, once during the non-summer season of October through May and once during the summer season of June through September. The PPRF will have a demand (PPRF-D) and energy (PPRF-E) component or rate. The PPRF rates shall be established with the intention of matching PPRF revenues with actual purchased power costs over the course of a fiscal year, giving consideration to seasonal fluctuations in load and in purchased power prices. The PPRF may be adjusted more frequently if any over or under recovery exceeds the maximum variance as defined below.

For a particular customer class, the PPRF-E shall be adjusted by the following voltage level factors:
Primary Voltage: 1.0409
Secondary Voltage: 1.06340

On a monthly basis, LP&L shall track actual revenues collected from the PPRF and compare these revenues to actual total purchased power costs incurred. The cumulative balance representing the difference between total PPRF revenues collected less total purchased power costs incurred over the period shall be reported to the LPL&L Board on a monthly basis.

A PPRF balancing account will be established with a cap equal to five percent of total annual budgeted or forecasted purchased power costs to manage the monthly over/under collection of, or differences in, the monthly PPRF revenues and monthly purchased power costs. If at any time, the reported cumulative balance of the difference between total PPRF revenues collected and purchased power costs is greater than the PPRF balancing account cap, an adjustment may be made to the PPRF rates with the intention of refunding the over recovery amount. In addition, if at any time the reported cumulative balance of the difference between total PPRF revenues collected and purchased power costs is approaching or less than zero, an adjustment may be made to the PPRF rates with the intention of replenishing the PPRF stabilization fund.

All mid-season adjustments to the PPRF shall be approved by the Electric Utility~~LP&L~~ Board.

Regular City Council Meeting **7. 19.**

Meeting Date: 09/10/2015

Information

Agenda Item

Board Appointment - City Secretary: Declare one appointment by the Mayor to the Lubbock Housing Authority Board of Directors: Aida Martinez

Item Summary

Per Local Government Code, Section 392.031, the presiding officer of the governing body of a municipality shall appoint persons to serve as commissioners of the housing authority. An appointed commissioner of the housing authority may not be an officer or employee of the municipality. The Mayor is appointing Aida Martinez.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Lubbock Housing Authority - Appointment

City of Lubbock TEXAS

September 1, 2015

Ms. Aida Martinez
1323 58th Street
Lubbock, TX 79412

Dear Ms. Martinez:

In my capacity as Lubbock's Mayor, please accept this letter appointing you to the Board of Directors for the Lubbock Housing Authority (LHA). I understand that you are eligible to begin serving immediately. Lubbock's City Secretary will officially notify you of your appointment and will note your term of office.

As Mayor, I appreciate the efforts of the Lubbock Housing Authority to provide much needed housing services to the citizens of Lubbock. I have the utmost confidence that you will make a positive contribution to the mission of the LHA, and I appreciate your dedicated service to the community.

If I can be of assistance to you or to the Lubbock Housing Authority in the future, please do not hesitate to contact me.

Sincerely,

Glen C. Robertson
Mayor

cc: Becky Garza, City Secretary
Quincy White, City of Lubbock
Mike Chapman, Lubbock Housing Authority

GCR: cw

Regular City Council Meeting **7. 20.**

Meeting Date: 09/10/2015

Information

Agenda Item

Board Appointment - City Secretary: Consider a resolution confirming the City Manager's appointment of Vickie Bennett to the Civil Service Commission.

Item Summary

Per Local Government Code Section 143.006, the chief executive of the municipality shall appoint members to the Civil Service Commission with the confirmation of the the City Council.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution - Civil Service Commission

RESOLUTION

WHEREAS, Section 143.006 of the Local Government Code requires appointment of persons to the Civil Service Commission of the City of Lubbock to be made by the municipality's chief executive and confirmed by the municipality's governing body; NOW THEREFORE:

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

THAT the City Council of the City of Lubbock hereby confirms the appointment of Vickie Bennett by City Manager James Loomis, for a term of office of three years as a member of the Civil Service Commission of the City of Lubbock.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis, City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.CSC Appointment-Vickie Bennett
8.27.15

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.

Legislation passed 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.

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.