City of Lubbock, Texas
Regular City Council Meeting
Thursday, November 5, 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

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

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

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

3:30 p.m. -- City Council convenes in open session and recesses into executive session to consider items 1.-1.3.3.

5:15 p.m. -- City Council reconvenes in open session to consider items 2.-6.8.

1. **Executive Session**

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Planning and Zoning Commission.

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

1. 2. 1. R.E. Janes Gravel Company v. Zachary Covar, Executive Director of the Texas Commission on Environmental Quality; The Texas Commission on Environmental Quality; its Commissioners Bryan Shaw, Carlos Rubenstein, Toby Baker; and the City of Lubbock. Cause Number 14-15-00031-CV; 14th Court of Appeals, Houston, Texas.

1. 2. 2. Cause No. 2015-515,597 – Michele Lee, Individually and Stephen Lee, Individually and as representative of the Estate of Morgan Lee vs. The City of Lubbock, Texas.

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

2. **Proclamations and Presentations**

2. 1. Invocation by Dr. Don Holladay, Agape United Methodist Church

2. 2. Pledges of Allegiance

2. 3. Presentation of a Special Recognition to Chandler Bownds in recognition of his achievements as a professional bull rider.

2. 4. Presentation of a Special Recognition to Team Texas, a girls youth soccer team, as they prepare to compete in the ESPN Wide World of Sports Championships in Orlando, Florida.

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

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

Public Comments Sign-Up Form

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

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

See the Supplemental Citizen Comment Agenda.

4. **Minutes**

4. 1. September 15, 2015 Special City Council Meeting (Electric Utility Board)
October 8, 2015 Regular City Council Meeting

5. **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.**

5. 1. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 3 amending the FY 2015-16 budget for municipal purposes respecting the Fire Pay Plan; providing for filing; and providing for a savings clause.

5. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 4 amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 8599, Storm Water Utility Fee Restructure; and respecting the Storm Water Operating Budget to increase the Transfer to Storm Water Capital; providing for filing; and providing for a savings clause.

5. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 5 amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92289, 98th Street - University Avenue to US 87; and CIP 92265, Erskine - MLK to East Loop 289; providing for filing; and providing for a savings clause.

5. 4. **Resolution - Accounting:** Consider a resolution authorizing the Mayor to execute a Notice and Acknowledgment of Assignment and Sale with Banc of America Public Capital Corp (BAPCC) for rights, title and interest into and under Appendix No. 11076-28, Part 1 Equipment List in the amount of $4,815,696.44 and Part 2 Payment Schedule to the Master Lease Agreement to Huntington Public Capital Corporation (HPCC).

5. 5. **Resolution - Human Resources:** Consider a resolution authorizing the Mayor to approve purchase of specific stop loss insurance coverage from Blue Cross Blue Shield of Texas (BCBSTX) for the City's health program.

5. 6. **Resolution - Human Resources:** Consider a resolution authorizing the Mayor to authorize and renew purchase of transplant insurance coverage from AIG Benefit Solutions.

5. 7. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute contract 12379 with First Choice Communications and Security Solutions for data system radio installation, RFP 15-12379-MA.

5. 8. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute contract 12483 with EMICC, Inc. for the purchase of two medium voltage motor controllers, RFP 15-12483-SS.

5. 9. **Ordinance Amendment 1st Reading - Public Works Traffic Engineering**: Consider an ordinance amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.

5. 10. **Resolution - Public Works Traffic Engineering:** Consider a resolution authorizing the Mayor to execute unit price contract 12492 with Trace Technologies LLC, for fiber optic installation services, ITB 15-12492-SS.

5. 11. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2015-O0109 abandoning and closing a public access, drainage and underground utility easement located in Tract E, Iola Business Park, and 20-foot wide underground utility easement located adjacent to Tract E and all blanket easements located in Section 36 Block AK in Tracts C and E, Iola Business Park.

5. 12. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Cruz Orozco and wife, Librada Orozco regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 13, Block JS, Lubbock County, Texas.

5. 13. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute Change Order 4 to construction contract 12090 with Tommy Klein Construction, Inc. for the Street and Water Administration Renovations Project at the Municipal Hill.

5. 14. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute Change Order 1 to construction contract 12208 with Pharr & Company of Lubbock, Texas for the Lubbock Senior Center Renovations.

5. 15. **Resolution - GIS and Data Services:** Consider a resolution authorizing the Mayor to execute Amendment 3 to Contract 10956 between the City of Lubbock and Tyler Technologies, Inc. for implementation of an on-line citizen portal and additional implementation services for other city departments.

5. 16. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute contract 12448 with Phares Auto Glass, Inc., contract 12576 with B King Ventures LLC DBA Clear Vu Auto Glass and contract 12577 with Safelite Fulfillment Inc. for Vehicle Windshield and Window Services, ITB 15-12448-KK.

5. 17. **Resolution - Citibus:** Consider a resolution authorizing the City Council to approve a consultant contract between the Lubbock Metropolitan Planning Organization (MPO) and Citibus.

5. 18. **Resolution - Vital Statistics:** Consider a resolution authorizing the Mayor to execute contract 537-16-0020-00001 with the Department of State Health Services (DSHS) for on-line vital statistic services.

6. **Regular Agenda**

6. 1. **Public Hearing 5:30 p.m. - Finance:** Public hearing to receive input concerning the adoption of an ordinance to designate a Reinvestment Zone for an area located at 5801 Martin Luther King Boulevard, described as South Plains Industrial, Tract A, City of Lubbock, Lubbock County, Texas.

6. 2. **Ordinance 1st Reading - Finance:** Consider an ordinance designating a reinvestment zone within the City of Lubbock as authorized by Chapter 312, Tax Code; describing the boundaries of said zone; describing the eligibility of said zone for commercial-industrial tax abatement; providing a saving clause and providing for publication; said reinvestment zone to be located at South Plains Industrial, Tract A, City of Lubbock, Lubbock County, Texas.

6. 3. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2015-O0110 for Zone Case 2496-A, a request of Bret Ellis, for Verizon Wireless, for a zoning change from A-2 to A-2 Specific Use and all unconditionally permitted A-2 Uses to build a monopole for a telecommunication facility on a portion of Lot 1, Circuit Rider Addition, 1215 Slide Road.

6. 4. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0111 for Zone Case 1391-I, a request of Ryan Lewis, LLC, for City Bank, for a zoning change from C-2 to C-3, west of 369.89 feet of Lot 198, Live Oak Addition, 3331, 3333 and 3335 70th Street.

6. 5. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2015-O0112 for Zone Case 3265, a request of Burl W. Masters, for Southwest Lubbock Land Development, for a zoning change from T to C-2A of unplatted land on 9.569 acres out of Section 1, Block AK, and from T to C-3 on 2.548 acres out of Section 1, Block AK and 3.744 acres out of Section 9, Block AK, south of FM 1585 and west of Frankford Avenue.

6. 6. **Ordinance 2nd Reading - Councilwoman Karen Gibson:** Consider Ordinance 2015-O0113 to allow golf carts to be used on residential streets to deliver packages during the holiday season.

6. 7. **Board Appointments - City Secretary:** Consider two appointments to the Planning and Zoning Commission.

6. 8. **Board Appointment - City Secretary:** Consider the appointment of the Chairperson and Vice Chairperson for the Lubbock Water Advisory Commission.


City of
Lubbock
TEXAS


City of
Lubbock
TEXAS

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, NOVEMBER 5, 2015 - EXECUTIVE SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	PLANNING AND ZONING COMMISSION	RENTERIA, TONY	11/1/2015	58%		REPLACE/REAPPOINT	Y
			TREJO, MAGGIE	11/1/2015	N/A		REPLACE	N/A

*Officer of City Status board members as an individual or business shall not contract with the City of Lubbock and serve as a board member.

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/03/2014	Alderson	David	Male	Anglo	50-59	Auto Dealer	Alderson Enterprises, LP	5
09/09/2014	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
01/14/2015	Been	Mattie	Female	Anglo	18-29	Director of Development	Texas Tech University Health Sciences Center	4
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
02/06/2014	Carlson	Paul	Male	Anglo				7
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
09/06/2006	Dirks	James	Male	Anglo	60+	Architect	Cox/Dirks Architects P.C.	5
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
01/15/2015	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	7
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Edcuation Director	Redr Frame & Art	4
01/15/2015	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	7
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
08/22/2013	McCarty	Charlotte	Female	African-American	40-49	Self employed	Lil' Precious	6
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
12/24/2014	McDougal	Michael	Male	Anglo	40-49	CEO	McDougal Capital	3
02/26/2009	McKee	Todd	Male	Anglo				5
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
01/15/2015	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	7
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
09/09/2014	Pierce	Tim	Male	Anglo	50-59	Executive Director	South Plains A	5
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
05/23/2013	Porter	Karen	Female	Anglo	40-49			2
08/11/2015	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	3
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
09/09/2014	Riley	Nolan	Male	American Indian	30-39	Optometrist / Business Owner	8067931927	7
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
09/09/2014	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	Commodity Export Corporation	5

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
08/14/2014	Wilkes	Morris	Male	Anglo				6
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woordward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

PLANNING AND ZONING COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	66.7% (6)
Hispanic	32.6%	27.6%	9.8%	22.2% (2)
African-American	8.7%	7.4%	8.3%	11.1% (1)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	72.6%	88.9% (8)
Female	51.5%	53.0%	27.4%	11.1% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	17.3%	8.3%	11.1% (1)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	11.1% (1)
District 4	17.0%	16.7%	19.6%	11.1% (1)
District 5	16.7%	17.8%	34.0%	55.6% (5)
District 6	17.3%	16.4%	18.2%	11.1% (1)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Advisory board with Officer of the City status advises the City Council on zone changes and other matters that affect the growth and development of the community.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Renteria, Tony (M,H,3)	58%[1]	Y	Replace/Reappoint
Trejo, Maggie (F,H,1)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Tony Renteria:
Glenn Patton (M,A,3)

To replace Maggie Trejo:
Jesus Mendoza (M,H,6) First Bank & Trust

[1] Mr. Renteria has 2 excused and 3 unexcused absences over a 12 month period.

City of Lubbock
Board and Commision Recruiting Database

Updated: 9/22/2015

Planning and Zoning Commission

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
01/22/2015	Patton	Glenn	M	A	50-59			3
Second Preference								
01/25/2015	Delony	John	M	A	30-39	Administrator, Instructor	Texas Tech School of Law, TTU, LCU	
03/04/2014	Mendoza	Jesus	M	H	30-39	commercial lender	First Bank & Trust	6
04/28/2015	Quintanilla	David	M	H	40-49			4
06/10/2015	Williams	Thomas	M	A	30-39	EVP/CFO	Alliance Federal Credit Union	5
Third Preference								
Fourth Preference								
Fifith Preference								
09/29/2014	Cheatham	Scott	M	A	50-59	Account Executive	Control Technologies, Inc.	3
03/04/2015	Seybert	Miles	M	A	18-29	Banker	First United Bank	
03/21/2013	Smith	Peter	M	A	30-39	Banker	Happy State Bank	4
Sixth Preference								

Committee # 22 Planning and Zoning Commission — *Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Member Citizen **Gloyna** **Mr. Edwin**	Y	*4605 17th Street* *Lubbock, TX 79416*	*Day Break, Inc.* *1403 Ave F* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	11/01/2015-11/01/2017 08/27/2015-11/01/2015	*Y*
Email: scott@dbcr.com	Y Y	*(806) 407-3102* *(806) 777-7577*	*(806) 687-6887* *scott@dbcr.com*	*Fax:*	*(806) 687-6889*	
Member Citizen **Harris** **Mr. Eddie**	Y	*7924 Vicksburg* *Lubbock, TX 79424*	*Broadway Church of Christ* *1924 Broadway* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	11/01/2015-11/01/2017 07/23/2015-11/01/2015	*Y*
Email: eddiekharris@gmail.com	Y N	*(806) 368-8374* *(806) 559-9464*	*8067630464*	*Fax:*		
Member Citizen **Jackson** **Mr. Mike**	Y	*9501 Viola Avenue* *Lubbock, TX 79424*	*Happy State Bank* *Lubbock, TX*	*Curr:* *2nd:* *1st:*	11/01/2015-11/01/2017 11/01/2013-11/01/2015	*N*
Email: mjackson@happybank.com	Y Y	*(806) 470-4599* *(806) 470-4599*		*Fax:*		
Member Citizen **Massengale** **Mr. Steve**	Y	*4005 95th St.* *Lubbock, Texas 79423*	*Advanced Graphix* *520 23rd St.* *Lubbock, Texas 79404*	*Curr:* *2nd:* *1st:*	11/01/2014-11/01/2016	*Y*
Email: stevem@advancedgraphix.net	Y N	*(806) 438-3193* *(806) 438-3193*	*(806) 744-9998* *stevem@advancedgraphix.net*	*Fax:*	*(806) 744-2888*	
Member Citizen **Renteria** **Mr. Tony**	Y	*2131 52nd St* *Lubbock, TX 79412*	*Ki Corp* *1001 Main, Ste 401* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	11/01/2013-11/01/2015 11/01/2011-11/01/2013	*Y*
Email:	Y	*8064703400*	*8067679500*	*Fax:*	*8067671501*	
Member Citizen **Rogers** **Jr.** **Mr. James**	Y	*6205 109th Street* *Lubbock, TX 79424*	*David Rogers Homes,* *Texas Odyssey Homes,* *Penland R* *7705 LaSalle Ave.* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	11/01/2014-11/01/2016	*Y*
Email: davidjr@davidrogershomes.com	Y	*(806) 773-1290*	*davidjr@davidrogershomes.com*	*Fax:*	*(806) 748-0931*	
Member Citizen **Trejo** **Mrs. Maggie**	Y	*3013 2nd Place* *Lubbock, TX 79415*		*Curr:* *2nd:* *1st:*	11/01/2013-11/01/2015	*Y*
Email: chrb@suddenlinkmail.com	Y	*8067623243*		*Fax:*		
Vice Chair Citizen **Wilson** **Mr. Dan**	N	*4602 103rd Street* *Lubbock, TX 79424*	*Dan Wilson Homes* *6102 82nd #13* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	11/01/2014-11/01/2016 11/01/2012-11/01/2014	*Y*
Email: dan@danwilsonhomes.com	N N	*8063637454* *8065480566*	*8066986626*	*Fax:*	*8067989725*	
Member Citizen **Wilson** **Mr. Michael**	Y	*6016 87th Street* *Lubbock, TX 79424*	*SouthWest Bank* *10115 Quaker Ave* *Lubbock, TX 79464*	*Curr:* *2nd:* *1st:*	11/01/2014-11/01/2016 07/23/2013-11/01/2014	*Y*

Committee # 22	*Planning and Zoning Commission*	*Perm/Temp Board:* P

	Confidential	*Home*	*Business*		*Reappt Elig.*
Email:	N	*8066981051*	*8067719494*	*Fax:*	
brad.wilson@southwbank.com	Y	*8067896599*	*brad.wilson@southwbank.com*		

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 15, 2015
2:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 15th of September, 2015, at Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room, Lubbock, Texas at 2:00 p.m.

2:02 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 Jeff Griffith; Council Member Latrelle Joy; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: 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; Executive Session; Public Comment; 4.1-4.2; and 5.1-5.4.*

1. MINUTES

1. 1. The Board will approve the minutes from the Regular Electric Utility Board Meeting on August 18, 2015 and Special Electric Utility Board Meeting on August 11, 2015.

Motion by Charles Dunn, seconded by James Conwright to approve the minutes of August 18, 2015 and August 11, 2015 with the following amendment:

- Mayor Glen C. Robertson was not present for the August 18, 2015 meeting.

Vote: 9 - 0 Motion carried by the Board

2. EXECUTIVE SESSION

This meeting was called into a closed session at 2:03 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 3:43 p.m.

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

2. 1. 1. Discuss and deliberate generation unit specific and portfolio fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.

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

2. 1. 3. Discuss, deliberate and the Board will take action regarding bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies.

2. 1. 3. 1. Discuss and the City Council and the Board will take action related to non-disclosure agreements. (Resolution No. 2015-R0312)

2. 1. 4. Discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

2. 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; distribution/claim numbers 15-C-114 and 15-C-112).

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.

No one appeared to speak.

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.

David McCalla, Director of Electric Utilities/CEO for LP&L gave comments and answered questions from the Board.

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.

Andy Burcham, Chief Financial Officer for LP&L; and Chad Sales; Electric Utility Financial Analyst, gave comments and answered questions from the Board.

5. CONSENT AGENDA

Motion by Jerry Bell, seconded by Charles Dunn to approve items 5.1-5.4.

Vote: 9 - 0 Motion carried by the Board.

5. 1. The Board will consider a resolution authorizing the Director of Electric Utilities to execute a contract, ITB# 7135-15-ELP, to Southern Ionics Incorporated, for LP&L Aqueous Ammonia – Annual Pricing.

Felix Orta, Purchasing Manager for Electric Utilities, gave comments and answered questions from City Council.

5. 2. The Board will consider a resolution authorizing the Director of Electric Utilities to execute an Amendment to Professional Services Agreement, by and between Lubbock Power & Light and Enprotec/Hibbs & Todd Inc., for services related to the assessment, monitoring, remediation design, operation of remediation equipment and clean up and closure of the site at and around the Cooke Plant.

5. 3. The Board will consider a resolution authorizing the Director of Electric Utilities to execute an Amendment to Professional Services Agreement, by and between Lubbock Power & Light and AVO Training Institute, Inc., for services related to arc flash and electric safety training.

5. 4. The Board will consider a resolution authorizing the Director of Electric Utilities to execute a Services Agreement, by and between Lubbock Power & Light ("LP&L") and West Texas Municipal Power Agency ("WTMPA") for services to be provided by LP&L related to the operations of WTMPA.

4:01 P.M. CITY COUNCIL ADJOURNED

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

The September 15, 2015 Special City Council Meeting minutes were approved by the City Council on the 5th day of November, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
October 8, 2015
5:15 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 8th of October, 2015, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 5:15 p.m.

5:15 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

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

Note: Mayor Glen C. Robertson left the meeting at 5:32 p.m.

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

- *1.1-1.4; 5.7; 5.5; Citizen Comments 3.1; 2.1; 4.1; 4.1.1-4.1.2; 4.2; 4.4-4.12; 4.14-4.16; 4.18-4.19; 4.3; 4.13; 4.17; 5.1; 5.3-5.4; 5.2; and 5.6.*

1. Proclamations and Presentations

1. 1. Invocation by Reverend James P. Haney V, St. Paul's on the Plains Episcopal Church

Reverend James P. Haney V, St. Paul's on the Plains Episcopal Church, led the invocation.

1. 2. Pledges of Allegiance

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

1. 3. Presentation of a special recognition designating October as Pregnancy and Infant Loss Month.

Council Member Latrelle Joy presented a special recognition designating October as Pregnancy and Infant Loss Month. Suzy Emre, Founder of Pregnancy and Infant Loss Awareness of Lubbock, appeared to accept the recognition. Suzy Emre gave comments and thanked the City Council.

1. 4. **Board Recognitions:** Presented by Mayor Glen C. Robertson

Lubbock Housing Authority Board of Directors:
Aida Martinez

2. **Minutes**

2. 1. September 2, 2015 Special City Council Meeting
September 10, 2015 Regular City Council Meeting

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve the September 2, 2015 Special City Council Meeting minutes and the September 10, 2015 Regular City Council Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

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

3. 1. Scott Stephenson will appear before the City Council to discuss the noise ordinance.

Scott Stephenson did not appear.

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

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve items 4.1.1-4.1.2; 4.2; 4.4-4.12; 4.14-4.16; and 4.18-4.19.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

4. 1. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0107, Budget Amendment 1, amending the FY 2015-16 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs for the Community Services Block Grant (CSBG); to accept and appropriate funding from the Texas Department of State Health Services for the RLSS/Local Public Health System, Regional and Local Services Section (RLSS) Grant and the Infectious Disease Control Unit/Surveillance and Epidemiology Ebola Activities (IDCU/SUREB) Grant; providing for filing; and providing for a savings clause.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0107.

Vote: 5 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)
Council Member Victor Hernandez (RECUSE)

4. 1. 1. **Resolution - Health:** Resolution No. 2015-R0325 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock a contract, program attachment 2016-001286-00 RLSS-Local Public Health System, and any associated documents by and between the City of Lubbock and the Texas Department of State Health Services.

4. 1. 2. **Resolution - Health:** Resolution No. 2015-R0326 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock a contract, program attachment 2016-003831-00 Infectious Disease Control Unit/Surveillance and Epidemiology Ebola Activities, and any associated documents by and between the City of Lubbock and the Texas Department of State Health Services (DSHS).

4. 2. **Resolution - Health:** Resolution No. 2015-R0327 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock a contract (DSHS Contract 2016-001290-00) Immunization Branch-Locals, and any associated documents by and between the City of Lubbock and the Texas Department of State Health Services (DSHS).

4. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0108, Amendment 2, amending the FY 2015-16 budget for municipal purposes respecting the General Fund to increase Health Department Miscellaneous Fee revenue; providing for filing; and providing for a saving clause.

Cheryl Brock, Budget Director, 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-O0108.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

4. 4. **Resolution - Finance:** Resolution No. 2015-R0328 expressing the intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in the FY 2015-16 Budget and Capital Program and to reimburse itself from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

4. 5. **Resolution - Finance:** Resolution No. 2015-R0329 approving an application of participation in the Local Government Investment Cooperative (LOGIC), to provide opportunity to invest funds in short-term investments.

4. 6. **Resolution - Finance:** Resolution No. 2015-R0330 approving an application of participation in Texas Cooperative Liquid Assets Securities System (Texas CLASS), to provide opportunity to invest funds in short term investments.

4. 7. **Resolution - Aviation:** Resolution No. 2015-R0331 authorizing the City Council to reject all bids to replace HVAC at Chaparral Jet Center, ITB 15-12398-TF.

4. 8. **Resolution - Aviation:** Resolution No. 2015-R0332 authorizing the Mayor to execute Amendment 2 to the professional services agreement for construction phase services to contract 12147 for LBB Runway 17R-35L, Phase II between the City of Lubbock and Parkhill, Smith & Cooper, Inc., RFP 15-12147-MA.

4. 9. **Resolution - Aviation:** Resolution No. 2015-R0333 authorizing the Mayor to execute contract 12442 with Duininck, Inc. for the construction of Lubbock Preston Smith International Airport Runway 17R-35L, Phase II, ITB 15-12442-TF.

4. 10. **Resolution - Police:** Resolution No. 2015-R0334 authorizing the Mayor to execute purchase order contract 10015253 for the purchase of State of Texas Department of Information Resources per Contract DIR-TSO-2520, by and between the City of Lubbock and Austin Ribbon and Computer Supplies, Inc. of Dallas, Texas, and related documents.

4. 11. **Resolution – Public Works Engineering:** Resolution No. 2015-R0335 authorizing the Mayor to execute Change Order 1 to construction contract 11849 with Deerwood Construction, Inc. for the Original Town of Lubbock Water Line Replacement Project.

4. 12. **Resolution – Public Works Engineering:** Resolution No. 2015-R0336 authorizing the Mayor to execute a professional services contract with Freese and Nichols, Inc. for bid and construction phase services associated with the construction of pump station intake meters.

4. 13. **Resolution - Public Works Engineering:** Resolution No. 2015-R0343 authorizing the Mayor to execute an Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) for the construction of Erskine Street from Texas Tech Parkway to North Indiana Avenue.

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

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Resolution No. 2015-R0343.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

4. 14. **Resolution - Right-of-Way:** Resolution No. 2015-R0337 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Donnie L. Baldridge and wife, Lindsey R. Baldridge regarding the acquisition of right-of-way for the Northwest Water Reclamation Plant (NWWRP) Project, easement being out of Section 14, Block A, Lubbock County, Texas.

4. 15. **Resolution - Right-of-Way:** Resolution No. 2015-R0338 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Rudolph Ramirez, Adam M. Ramirez and wife, Beatrice Ramirez regarding the acquisition of right-of-way for the Northwest Water Reclamation Plant (NWWRP) Project, easement being out of Section 14, Block A, Lubbock County, Texas.

4. 16. **Resolution - Community Development:** Resolution No. 2015-R0339 granting the waiver of Payment in Lieu of Taxes (PILOT) for FY 2014 for the Lubbock Housing Authority (LHA).

4. 17. **Resolution - Community Development:** Resolution No. 2015-R0344 approving recommendations from Community Development and Services Board (CDSB) to reallocate Federal funds to Lubbock Habitat for Humanity from the Community Development Block Grant (CDBG) administered by U.S Department of Housing and Urban Development (HUD).

Marie Hanza, Executive Director of Lubbock Habitat for Humanity, gave comments and answered questions from City Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to approve Resolution No. 2015-R0344.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

4. 18. **Resolution - Citibus:** Resolution No.'s 2015-R0340 and 2015-R0341 executing contract 12453 with Craftsman Printers Inc. and contract 12519 with Delta Signs & Designs for short term vinyl wraps services, ITB 15-12453-KK.

4. 19. **Resolution - Information Technology:** Resolution No. 2015-R0342 authorizing the Mayor to execute purchase order contract 33000657 with Hewlett Packard Company for the Data Center Annual Hardware Maintenance and Support Renewal.

5. Regular Agenda

5. 1. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0103, for Zone Case 3263, a request of Hugo Reed and Associates, Inc., for Lubbock Habitat for Humanity, for a zoning change from R-1 to R-1 Specific Use for Garden Homes on 22.9 acres of unplatted land out of Block A, Section 3, 404 North Guava Avenue, south of East Erskine Street, east of North Guava Avenue.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0103.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 2. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0104, for Zone Case 3048-I, a request of McCanton Woods LTD for a zoning change from R-2, A-2, and R-1 Specific Use to A-3 Specific Use for student housing on Tract 20, Overton Park Addition, 1901 7th Street.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0104.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 3. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0105, for Zone Case 3264, a request of Wooden Law Firm, P.C., for Verizon Wireless, for a zoning change from T to T Specific Use for a telecommunications tower on 3.5 acres of unplatted land out of Block AK, Section 35, 6628 66th Street.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0105.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 4. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0106, for Zone Case 3096-D, a request of Hugo Reed and Associates, Inc., for Abbey Glen Partners, LLC, for a zoning change from R-1 Specific Use to R-1 Specific Use for reduced setbacks from 20 feet to 15 feet front setback on 88.4 acres of unplatted land out of Block E2, Section 25, 5402 114th Street.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0106.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 5. **Resolution - Mayor:** Resolution No. 2015-R0324 urging the selection of the City of Lubbock as the host community for the 2020 Can-Am Police-Fire Games.

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Resolution No. 2015-R0324.

Vote: 7 - 0 Motion carried

5. 6. **Board Appointment - City Secretary:** Resolution No. 2015-R0345 for the City Council to nominate board members to serve as Appraisal District Directors for the Lubbock Central Appraisal District.

Motion by Council Member Latrelle Joy, seconded by Council Member Jeff Griffith to approve Resolution No. 2015-R0345 nominating Arlee Jackson, Greg Jones, Brady Goen, LeRoy Montoya, and Bobby McQueen to the Lubbock Central Appraisal District Board of Directors.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 7. Resolution - City Manager: Resolution No. 2015-R0323 approving and confirming the appointment of Lance Phelps as Fire Chief of the City of Lubbock.

Lance Phelps, Fire Chief, gave comments and thanked the Mayor and City Council. His wife, Kimberly Phelps, and his son, Landon Phelps, were also in attendance.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Resolution No. 2015-R0323.

Vote: 7 - 0 Motion carried

5:46 P.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, Mayor Pro Tem Jim Gerlt adjourned the meeting.

The October 8, 2015 Regular City Council Meeting minutes were approved by the City Council on the 5th day of November, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary


City of
Lubbock
TEXAS

Regular City Council Meeting **5. 1.**

Meeting Date: 11/05/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 3 amending the FY 2015-16 budget for municipal purposes respecting the Fire Pay Plan; providing for filing; and providing for a savings clause.

Item Summary

I. Amend the FY 2015-16 Fire Pay Plan as indicated in the attached Exhibit A. Exhibit A amends the Fire Pay Plan included in Exhibit G of the FY 2015-16 Budget Ordinance 2015-O0094.

Fiscal Impact

As stated above.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Amendment 3

Exhibit A

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE FIRE PAY PLAN; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2015-16 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2015-16 (Budget Amendment #3) for municipal purposes, as follows:

I. Amend the FY 2015-16 Fire Pay Plan as indicated in the attached Exhibit A. Exhibit A amends the Fire Pay Plan included in Exhibit G of the FY 2015-16 Budget Ordinance 2015-O0094.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1516 Amend3 ord
October 27, 2015

Exhibit A - 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		59,583.68	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		28.646	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 A - 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	79,122.00	90,972.80		
2		49,095.38	65,614.85	71,137.87	79,709.03	91,686.61		
3		49,905.65	65,912.50	71,520.96	80,301.57	92,397.66		
4		50,715.91	66,215.66	71,906.80	80,891.36	93,114.22		
5		51,526.18	66,518.82	72,292.64	81,483.90	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	82,663.46	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	83,848.54	96,677.72		
10		55,580.25	68,020.84	74,216.32	84,441.08	97,391.53		
11		56,390.52	68,324.00	74,602.16	85,030.87	98,102.58		
12		57,203.54	68,627.16	74,982.49	85,623.41			
13		58,013.80	68,927.56	75,368.33	86,213.19			
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		20.461	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.

Regular City Council Meeting **5. 2.**

Meeting Date: 11/05/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 4 amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 8599, Storm Water Utility Fee Restructure; and respecting the Storm Water Operating Budget to increase the Transfer to Storm Water Capital; providing for filing; and providing for a savings clause.

Item Summary

I. Amend CIP 8599, Storm Water Utility Fee Restructure, by increasing the appropriation by $900,000, from $405,191 to $1,305,191. The funding will be from Storm Water Fund balance.

II. Amend the FY 2015-16 Storm Water Operating Budget by increasing the transfer to Storm Water Capital by $900,000, from 1,150,000 to $2,050,000.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 4

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 8599, STORM WATER UTILITY FEE RESTRUCTURE; AND RESPECTING THE STORM WATER OPERATING BUDGET TO INCREASE THE TRANSFER TO STORM WATER CAPITAL; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2015-16 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2015-16 (Budget Amendment #4) for municipal purposes, as follows:

I. Amend Capital Improvement Project 8599, Storm Water Utility Fee Restructure, by increasing the appropriation by $900,000, from $405,191 to $1,305,191. The funding will be from Storm Water Fund balance.

II. Amend the FY 2015-16 Storm Water Operating Budget by increasing the transfer to Storm Water Capital by $900,000, from 1,150,000 to $2,050,000.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1516 Amend4 ord
October 26, 2015

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

Meeting Date: 11/05/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 5 amending the FY 2015-16 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92289, 98th Street - University Avenue to US 87; and CIP 92265, Erskine - MLK to East Loop 289; providing for filing; and providing for a savings clause.

Item Summary

I. Amend CIP 92289, 98th Street – University Avenue to US 87 by decreasing the appropriation by $200,000, from $10,375,300 to $10,175,300 and decreasing the 2010 TWW Certificates of Obligation by $200,000, from $1,959,825 to 1,759,825; and amend Capital Improvement Project 92265, Erskine – MLK to East Loop 289 by increasing the appropriation by $200,000, from $1,500,000 to $1,700,000 and increasing the 2010 TWW Certificates of Obligation by $200,000, from $1,026,148 to $1,226,148.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 5

CIP Spreadsheet

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2015-16 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92289, 98TH STREET – UNIVERSITY AVENUE TO US 87; AND CIP 92265, ERSKINE – MLK TO EAST LOOP 289; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2015-16 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2015-16 (Budget Amendment #5) for municipal purposes, as follows:

1. Amend Capital Improvement Project 92289, 98th Street – University Avenue to US 87 by decreasing the appropriation by $200,000, from $10,375,300 to $10,175,300 and decreasing the 2010 TWW Certificates of Obligation by $200,000, from $1,959,825 to 1,759,825; and amend Capital Improvement Project 92265, Erskine – MLK to East Loop 289 by increasing the appropriation by $200,000, from $1,500,000 to $1,700,000 and increasing the 2010 TWW Certificates of Obligation by $200,000, from $1,026,148 to $1,226,148.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on_____.

Passed by the City Council on second reading on_____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1516 Amend5.ord
October 26, 2015

Capital Project
Project Cost Detail
Budget Amendments
November 5, 2015

Capital Project Number:	92289
Capital Project Name:	98th Street - University Avenue to US 87
Capital Project Number:	92265
Capital Project Name:	Erskine - MLK to East Loop 289

	Current	Amendment	Total
CIP 92289	$ 10,375,300	(200,000)	$ 10,175,300
CIP 92265	1,500,000	200,000	1,700,000
Total	$ 11,875,300	-	$ 11,875,300

Regular City Council Meeting **5. 4.**

Meeting Date: 11/05/2015

Information

Agenda Item

Resolution - Accounting: Consider a resolution authorizing the Mayor to execute a Notice and Acknowledgment of Assignment and Sale with Banc of America Public Capital Corp (BAPCC) for rights, title and interest into and under Appendix No. 11076-28, Part 1 Equipment List in the amount of $4,815,696.44 and Part 2 Payment Schedule to the Master Lease Agreement to Huntington Public Capital Corporation (HPCC).

Item Summary

On September 30, 2015, the City executed Master Lease Appendix 11076-28 with BAPCC. BAPCC requested permission to assign and sell the Master Lease Appendix to HPCC. The principal amount of the appendix to the Master Lease totals $4,815,696.44.

Fiscal Impact

None.

Staff/Board Recommending

Linda Cuellar, Interim Finance Director

Attachments

Resolution - Banc of America Public Capital Corp. Agreement

2015 Notice and Assignment

Master Lease Agreement 11076-028

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 Notice and Acknowledgement of Assignment dated as of November 5, 2015, between Banc of America Public Capital Corp ("Assignor") and Huntington Public Capital Corporation ("Assignee"), and all related documents. Said Notice and Acknowledgement of Assignment and Sale 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 _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Linda Cuellar, Acting Executive Director of Finance

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Agrmnt-Banc of America Public Capital Corp
11.05.15

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT
Dated _____ _____, 2015

Banc of America Public Capital Corp ("Assignor") hereby gives notice that it has assigned and sold to Huntington Public Capital Corporation ("Assignee") all of Assignor's right, title and interest in, to and under Appendix No. 11076-28, Part 1 Equipment List in the amount of $4,815,696.44 and Part 2 Payment Schedule (the "Lease") to the Master Lease Agreement ("Agreement") dated as of February 28, 2013, by and between Assignor and City of Lubbock, Texas ("Lessee").

For purposes of this Notice and Acknowledgment of Assignment (the "Acknowledgment"), "Lease" means collectively the Lease identified above, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "Lease" specifically excludes all other Equipment List and Payment Schedules entered into under the Agreement and rental payments other than with respect to the Lease identified above. Each capitalized term used but not defined herein has the meaning set forth in the Agreement described above.

1. From and after the date of this Acknowledgment, all payments of rent and other sums now or hereafter becoming due pursuant to the Lease or with respect to the equipment described on the Lease (the "Equipment") shall be paid to Assignor as fiscal agent for Assignee or, upon receipt of notice from Assignee of the termination of such fiscal agency, to Assignee as directed in Assignee's invoices.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Lease, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section IV of the Lease, the obligations of Lessee to make rental payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the following information about the Lease is true, accurate and complete:

Number of Rental Payments remaining:	Twenty (20)
Amount of each Rental Payment:	$266,987.91
Total Amount of Rents Remaining:	$5,339,758.13
Frequency of Rental Payments:	Semi-annual
Next Rental Payment Due:	February 15, 2016

4. The Lease remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Lessee hereby agrees to use a book entry system to register Assignee (and any subsequent assignee) as the owner of the Lease so as to meet the applicable requirements of Section 149(a) of the Internal Revenue Code.

6. Notwithstanding anything in the Lease to the contrary (including, without limitation, Section 19 thereof), Lessee acknowledges and agrees that Assignee shall be permitted to retain copies of the Records as it deems necessary in order to comply with its customary document and information retention policies and procedures; provided that the confidentiality obligations set forth in the Lease shall continue with respect to any such copies.

7. Any inquiries of Lessee related to the Lease after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

Huntington Public Capital Corporation
c/o The Huntington National Bank
525 Vine Street, 14th Floor
Cincinnati, OH 45202

[THE REMAINDER OF THE PAGE HAS BEEN INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

ACKNOWLEDGED AND AGREED:

LESSEE:
City of Lubbock, Texas

By:_____

Name: Glen C. Robertson
Title: Mayor

APPROVED AS TO CONTENT:

By: Linda Cuellar

Name: Linda Cuellar
Title: Acting Executive Director of Finance

LESSEE:
City of Lubbock, Texas

By: Linda Cuellar

Name: Linda Cuellar
Title: Acting Executive Director of Finance

APPROVED AS TO FORM:

By:_____

Name: Amy Sims
Title: Deputy City Attorney

ASSIGNOR:
Banc of America Public Capital Corp

By: Pam Holz

Name: Pam Holz

Title: Authorized Agent

ASSIGNEE:
Huntington Public Capital Corporation

By: Jane Greenberg

Name: Jane Greenberg

Title: Assistant Vice President

Truck Schedule

Master Lease Agreement

City of Lubbock Contract Number 11076 dated as of February 28, 2013
Appendix Number 11076-28 as of September 30, 2015.

Part 1

Equipment List

The undersigned, under the Master Lease Agreement, dated February 28, 2013 (the "Agreement"), between Banc of America Public Capital Corporation (Lessor), and the City of Lubbock, Texas (City), negotiated for the purpose of acquiring the Equipment in this Appendix and any other Appendices to the Agreement, hereby certifies that all the Equipment described below has been installed and is operational to the satisfaction of the City.

Item Description	QTY	Unit Price	Total Price	Term
100 Ft. Platform - Chassis	1	$288,659.00	$288,659.00	10
Aerial Device - Chassis	1	$288,659.00	$288,659.00	10
Fuel Transport	1	$124,968.00	$124,968.00	10
100 Ft. Platform	1	$262,036.00	$262,036.00	10
Aerial Device	1	$262,036.00	$262,036.00	10
1250 Pumper Rosenbauer	1	$190,400.00	$190,400.00	10
1250 Pumper Rosenbauer	1	$239,949.00	$239,949.00	10
Aerial Device	1	$323,848.00	$323,848.00	10
100 Ft. Platform	1	$362,341.00	$362,341.00	10
Carbon Fiber 30-min SCBA Air Cylinders	100	$649.50	$64,950.00	10
Carbon Fiber 60-min SCBA Air Cylinders	5	$993.00	$4,965.00	10
Fire Equipment Various	1	$61,262.00	$61,262.00	10
Fire Equipment Various	1	$60,292.00	$60,292.00	10
Fire Equipment Various	1	$70,140.63	$70,140.63	10
Fire Equipment Various	1	$79,390.18	$79,390.18	10
Trailer	1	$3,995.00	$3,995.00	10
Dump Truck (Body)	1	$98,587.00	$98,587.00	10
6 CY Dump Crew Cab**	1	$113,434.00	$113,434.00	10
12 CY Dump Truck w/Snow Plow	1	$166,823.00	$166,823.00	10
Pressure Washer	1	$1,101.40	$1,101.40	10
Heavy Duty Trailer	1	$15,995.00	$15,995.00	10
185 CFM Air Compressor	1	$14,000.00	$14,000.00	10
Bobcat Skid Loader with attachments/Trailer	1	$74,000.00	$74,000.00	10
Digger Derrick Truck	1	$280,101.00	$ 280,101.00	10
Concrete Saw Walk Behind	1	$7,995.00	$7,995.00	10
12 CY Dump Truck w/Snow Plow	1	$168,942.00	$168,942.00	10
12 CY dump Truck	1	$155,320.00	$155,320.00	10

Master Lease Agreement

City of Lubbock Contract Number 11076 dated as of February 28, 2013
Appendix Number 11076-28 as of September 30, 2015.

Part 1 (continued)

Grader	1	$237,900.00	$237,900.00	10
Front-End Loader	1	$238,900.00	$238,900.00	10
Skid Steer Loader	1	$34,283.00	$34,283.00	10
Tractor	1	$101,835.00	$101,835.00	10
Center Pivot	1	$93,056.20	$93,056.20	10
Center Pivot	1	$93,260.23	$93,260.23	10
Center Pivot	1	$68,996.80	$68,996.80	10
2014 INTERNATIONAL 7500 SBA4X2	1	$81,638.00	$81,638.00	10
2014 INTERNATIONAL 7500 SBA4X2	1	$81,638.00	$81,638.00	10
TOTAL Schedule			**$4,815,696.44**	

Installation address: 1625 13th Street, Lubbock, TX 79401 and other official City buildings within the City of Lubbock, Texas

Relocation:
The City may relocate equipment within the City of Lubbock, Texas. All expenses associated with relocation will be borne by the City. These expenses include but are not limited to installation, de-installation, casualty insurance and shipment.

Master Lease Agreement

City of Lubbock Contract Number 11076 dated as of February 28, 2013
Appendix Number 11076-28 as of September 30, 2015.

Part 1 (continued)

LESSEE:

CITY OF LUBBOCK, TEXAS

By: _____

Name: Glen C. Robertson

Title: Mayor

Financing Request Date: September 30, 2015

LESSOR: Banc of America Public Capital Corp

By: Bridgett Arnold

Name: Bridgett Arnold

Title: Authorized Agent

Date of Approval: 9/30/15

LESSEE:

CITY OF LUBBOCK, TEXAS

By: Linda Cuellar

Name: Linda Cuellar

Title: Acting Executive Director of Finance

Financing Request Date: September 30, 2015

Address for Invoices: City of Lubbock, PO Box 2000, Lubbock, TX 7945

Master Lease Agreement

City of Lubbock Contract Number 11076 dated as of February 28, 2013
Appendix Number 11076-28 as of September 30, 2015.

Part 2

Payment Schedule

The principal amount to be financed for the Equipment shown on Appendix 11076-28 - Part 1 is $4,815,696.44. The amount of interest to be paid for the Equipment shown on Appendix 11076-28 - Part 2 is $524,061.69. The rental payments for the Equipment shown on Appendix 11076-28 - Part 1 will be due in accord with the following payment schedule:

Debt Service Number	Debt Service Date	Debt Service Amount	Interest 2.06%	Principal	Balance
0	9/30/2015	-	-	-	4,815,696.44
1	2/15/2016	266,987.91	37,201.25	229,786.65	4,585,909.79
2	8/15/2016	266,987.91	47,234.87	219,753.04	4,366,156.75
3	2/15/2017	266,987.91	44,971.41	222,016.49	4,144,140.26
4	8/15/2017	266,987.91	42,684.64	224,303.26	3,919,837.00
5	2/15/2018	266,987.91	40,374.32	226,613.59	3,693,223.41
6	8/15/2018	266,987.91	38,040.20	228,947.71	3,464,275.71
7	2/15/2019	266,987.91	35,682.04	231,305.87	3,232,969.84
8	8/15/2019	266,987.91	33,299.59	233,688.32	2,999,281.52
9	2/15/2020	266,987.91	30,892.60	236,095.31	2,763,186.22
10	8/15/2020	266,987.91	28,460.82	238,527.09	2,524,659.13
11	2/15/2021	266,987.91	26,003.99	240,983.92	2,283,675.21
12	8/15/2021	266,987.91	23,521.85	243,466.05	2,040,209.16
13	2/15/2022	266,987.91	21,014.15	245,973.75	1,794,235.41
14	8/15/2022	266,987.91	18,480.62	248,507.28	1,545,728.12
15	2/15/2023	266,987.91	15,921.00	251,066.91	1,294,661.22
16	8/15/2023	266,987.91	13,335.01	253,652.90	1,041,008.32
17	2/15/2024	266,987.91	10,722.39	256,265.52	784,742.80
18	8/15/2024	266,987.91	8,082.85	258,905.06	525,837.74
19	2/15/2025	266,987.91	5,416.13	261,571.78	264,265.97
20	8/15/2025	266,987.91	2,721.94	264,265.97	0.00
	TOTAL	**5,339,758.13**	**524,061.69**	**4,815,696.44**	

The interest on this Appendix will accrue from the Lessor Payment Date of September 30, 2015 at a rate per annum of 2.06% for the term of 120 months. Interest will be calculated on the basis of a 360-day year with twelve 30-day months and is based on the rate structure provided in Section 4.1 of the Master Lease Agreement dated February 28, 2013. Interest will never exceed the maximum lawful rate of interest applicable.

Master Lease Agreement

City of Lubbock Contract Number 11076 dated as of February 28, 2013
Appendix Number 11076-28 as of September 30, 2015.

Part 2 (continued)

LESSEE:

CITY OF LUBBOCK, TEXAS

By: _____

Name: Glen C. Robertson

Title: Mayor

Financing Request Date: September 30, 2015

LESSOR: Banc of America Public Capital Corp

By: _____

Name: BRidgett Arnold

Title: Authorized Agent

Date of Approval: 9/30/15

LESSEE:

CITY OF LUBBOCK, TEXAS

By: Linda Cuellar

Name: Linda Cuellar

Title: Acting Executive Director of Finance

Financing Request Date: September 30, 2015

Address for Invoices: City of Lubbock, PO Box 2000, Lubbock, TX 7945

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

Meeting Date: 11/05/2015

Information

Agenda Item

Resolution - Human Resources: Consider a resolution authorizing the Mayor to approve purchase of specific stop loss insurance coverage from Blue Cross Blue Shield of Texas (BCBSTX) for the City's health program.

Item Summary

Stop loss coverage is designed to reimburse the City for medical expense payments which exceed specific limits during a coverage period. To protect the City against large individual claims and unexpected high claim activity, individual specific stop loss coverage is purchased. Stop loss insurance is currently provided by BCBSTX.

The current specific deductible composite rate is $20.05 per member per month. The current specific deductible is $350,000 per covered individual. Renewal composite rate is $21.45 per member per month for the same specific deductible of $350,000 per covered individual. The City also requested and received a composite rate quote of $21.45 per member per month from HM Insurance Group. This rate was requested in order to compare rates with BCBSTX. By utilizing BCBSTX for Stop Loss coverage, the City will have immediate reimbursements for any amounts that exceed the individual stop loss. There are 2,780 members on the health plan and this number includes active employees, pre-65 retirees, and post-65 retirees.

The City’s health actuary, Milliman, recommends remaining at $350,000 individual deductible based on the attached City of Lubbock Renewal Evaluation for the 2016 Plan Year.

The BCBSTX proposal is contingent upon the City maintaining human organ transplant benefits.

Fiscal Impact

The anticipated cost of stop loss coverage, using the composite rate, for calendar year 2016 is $715,572. This amount is budgeted in the Health Benefits Fund.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution - BCBSTX Stop Loss Coverage Policy Renewal

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 Application for renewal of a Stop Loss Coverage Policy, by and between the City of Lubbock and Blue Cross Blue Shield of Texas, and related documents. Said Application 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.

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

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Risk Mgmt-Application-Stop Loss Coverage Policy
10.14.2015

BlueCross BlueShield of Texas

APPLICATION FOR STOP LOSS COVERAGE

Employer Group Name:	City of Lubbock		
Employer Group Address:	1625 13th Street		
City:	Lubbock	**State of Situs:** TX	**Zip Code:** 79401
Account Number:	010097		
Employer Group Number(s):	010097, 106837		
Effective Date of Policy	01/01/16		

Policy Period: These specifications are for the Policy Period commencing on 01/01/16 and ending on 12/31/16

The specifications below shall become effective on the first day of the Policy Period specified above and shall continue in full force and effect until the earliest of the following dates: (1) The last day of the Policy Period; (2) The date the Policy terminates; or (3) The date this Application for Stop Loss Coverage (herein called the "Application") is superseded in whole or in part by a later executed Application.

A. Aggregate Stop Loss Insurance: ☐ Yes ☒ No
If yes, complete items 1 through 9 below.

1. ☐ New Coverage ☐ Renewal of Existing Coverage
2. Stop Loss Coverage Period:
   - ☐ New Coverage (Select one from below):
     - ☐ Standard: Claims incurred and paid during the Policy Period.
     - ☐ "Run-in" included: Claims incurred on or after _____ and paid during the Policy Period.

       "Run-in" includes claims paid by Policyholder's prior claim administrator: Yes ☐ No ☐
       If yes, such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) within 12 months of the Policy Effective Date and paid by the Policyholder's prior claim administrator within 6 months after the Policy Effective Date.
   - ☐ Renewal of Existing Coverage:

     Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.
3. Aggregate Stop Loss Insurance shall apply to:
   - ☐ Medical Claims
   - ☐ Outpatient Prescription Drug Claims
   - ☐ Dental Claims
   - ☐ Other (please specify): _____

4. Average Claim Value: _____ per Employee

   Attachment Factor: _____% of the Average Claim Value

5. Aggregate Claim Liability and Run-Off Claim Liability Factors

   a. Employer's Claim Liability for each Policy Period shall be the sum of the Monthly amounts obtained by multiplying the number of Coverage Units for each Month by the following factors:

      $_____ for each Employee Coverage Unit

      $_____ for each Employee/Family Coverage Unit

      Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

      $_____

   b. Employer's Run-Off Claim Liability shall be calculated by multiplying the sum average of all Coverage Units during each of the three calendar Months immediately preceding termination by the factors shown below. Settlement for the final accounting period will be described in the section of the Policy entitled SETTLEMENTS, Run-Off Period subsection of the Policy.

      $_____ for each Employee Coverage Unit

      $_____ for each Employee/Family Coverage Unit

      Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

      $_____

6. CAP Arrangement ☐ Yes ☐ No

7. Aggregate Stop Loss Claims

   a. The amount of Paid Claims during the current Policy Period, less:

      i. Individual (Specific) Stop Loss Claims

      ii. Any claims in excess of the Individual (Specific) Stop Loss Claims per Covered Person per Lifetime Maximum

      iii. Any claims in excess of the Individual (Specific) Stop Loss Claims maximum Point of Attachment

      that exceeds the Aggregate Point of Attachment. The Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amounts calculated Monthly as described in Item 5.a. above for the indicated Policy Period.

   b. In the event of termination at the end of a Policy Period, the Final Settlement Aggregate Point of Attachment shall equal the sum of the Employer's Claim Liability amount for the Final Policy Period and the Employer's Run-Off Claim Liability calculated as described in item 5.b. above. However, for the indicated Policy Period the minimum Aggregate Point of Attachment shall be $_____.

   c. Aggregate Stop Loss Claims shall not exceed a lifetime maximum of _____ for the indicated Policy Period.

8. Premium (Select one):

   ☐ Annual Premium (Due on the first day of the Policy Period): $_____.

   ☐ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by

   $_____ for each Employee Coverage Unit

   $_____ for each Employee/Family Coverage Unit

Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

_____

9. The premium is based upon a current membership of _____ Individual Coverage Units and _____ Family Coverage Units.

B. Individual (Specific) Stop Loss Insurance: ☒ Yes ☐ No
If yes, complete items 1 through 6 below.

1. ☐ New Coverage ☒ Renewal of Existing Coverage
2. Stop Loss Coverage Period:
   ☐ New Coverage (Select one from below):
   ☐ Standard: Claims incurred and paid during the Policy Period.
   ☐ "Run-in" included: Claims incurred on or after _____ and paid during the Policy Period
   "Run-in" includes claims paid by Policyholder's prior claim administrator: Yes ☐ No ☐
   If yes, such claims must be reported by the Policyholder to the Company (Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company) within _____ months of the Policy Effective Date and paid by the Policyholder's prior claim administrator within _____ months after the Policy Effective Date.
   ☒ Renewal of Existing Coverage:
   Claims incurred on or after the original Effective Date of Policy and paid during the Policy Period.
3. Individual (Specific) Stop Loss Insurance shall apply to:
   ☒ Medical Claims
   ☒ Outpatient Prescription Drug Claims
   ☐ Dental Claims
   ☐ Vision Claims
   ☐ Other (please specify): _____
4. Individual (Specific) Stop Loss Claims
   a. For NA who is identified by the health identification (ID) number NA, the amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of $NA. Such amount shall apply for the Policy Period.
   b. For each other Covered Person:
   The amount of Paid Claims during the current Policy Period in excess of the Individual Point of Attachment of $350,000 per Covered Person but not to exceed a maximum Point of Attachment of $ Unlimited per Policy Period. Paid Claims in excess of the maximum point of attachment shall not be eligible to satisfy the Aggregate Point of Attachment. Such amount shall apply for the Policy Period.
   c. Covered Person per Lifetime Maximum:
   The Individual (Specific) Stop Loss Claims shall not exceed Unlimited per Covered Person per Lifetime. Paid Claims in excess of the Covered Person per Lifetime Maximum shall not be eligible to satisfy the Aggregate Point of Attachment.
   Point of Attachment ☒ Includes Claim Administrator's Provider Access Fee
   ☐ Excludes Claim Administrator's Provider Access Fee

5. Premium (select one):

   ☐ Annual Premium (Due on the first day of the Policy Period): $_____.

   ☒ Monthly Premium shall be equal to the amounts obtained by multiplying the number of Coverage Units for a particular Month by

   $ _____ for each Employee Coverage Unit

   $ _____ for each Employee/Family Coverage Unit

   Please use the continuous text field directly below for any other structure (leaving the fields above blank). Note: you can use the "return" key to create additional rows, if needed:

   $21.45 Composite

6. The premium is based upon a current membership of 1,382 Individual Coverage Units and 1,398 Family Coverage Units.

Additional Provisions:

12/15 Stop Loss Policy - Claims incurred 01/01/2016 through 12/31/2016 and paid 01/01/2016 through 03/31/2017. Premium is based on 2,780 enrolled.

The undersigned person represents that he/she is authorized and responsible for purchasing stop loss coverage on behalf of the Employer Group. It is understood that the actual terms and conditions of coverage are those contained in this Application the Stop Loss Coverage Policy into which this Application shall be incorporated at the time of acceptance by Blue Cross and Blue Shield of Texas, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company ("HCSC"). Upon acceptance, HCSC shall issue a Stop Loss Coverage Policy to the Employer Group. Upon acceptance of this Application and issuance of the Stop Loss Coverage Policy, the Employer Group shall be referred to as the "Policyholder."

Tave Lawhorn
Sales Representative

Signature of Authorized Purchaser

Trang Nguyen
Name of Underwriter

Glen C. Robertson, Mayor
Title of Authorized Purchaser

Date

INTERNAL USE ONLY	Date Application approved by Underwriting:

07/15/2015

City Of Lubbock

ASO Projection
for the period
January 1, 2016 - December 31, 2016

2016 Renewal

Presented by:

Blue Cross Blue Shield of Texas

Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association

City Of Lubbock

ASO Projection
January 1, 2016 - December 31, 2016
2016 Renewal

Affordable Care Act (ACA) Disclaimer

If your existing group health plan or group health insurance coverage (each "plan") was in effect on March 23, 2010, it may be a "grandfathered health plan" as that term is " defined in the Affordable Care Act and related regulations (currently 75 Fed. Reg. 34538). "

Federal regulations have been published regarding the maintenance and loss of grandfathered health plan status. We encourage you to confer with your own legal counsel to determine what benefit changes or other events may cause the loss of grandfathered health plan status and to evaluate the benefit options that are most suitable for you.

The following proposed benefit programs are not considered "grandfathered health plans".

City Of Lubbock

ASO Projection
for the period
January 1, 2016 - December 31, 2016
2016 Renewal

TOTAL PROJECTED COST BY ASSOCIATION
Please refer to the ACA Disclaimer regarding benefits and final pricing.

All	Fee	Total Cost
Projected Enrollment	2,780	33,360
Individual Stop Loss ($350,000 Level)	$21.45	$715,572
Medical Administration Fee (*)	$41.62	$1,388,443
Rx Administration Fee	$1.96	$65,386
Prescription Drug Rebate Credit	($19.91)	($664,198)
Net Administration Fee	$23.67	$789,631
Total Projected Cost		$1,505,203
Run-Off Administration	$24.04	$200,494

(*) Including $25,000 wellness allowance for the policy period from 1/1/2016 - 12/31/2016. Any remained balance of this wellness allowance will expire after 12/31/2016

Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association

City Of Lubbock

ASO Projection
January 1, 2016 - December 31, 2016
2016 Renewal

STOP LOSS

Please refer to the ACA Disclaimer regarding benefits and final pricing.

12/15*	Customer PCPM	Total TOTAL
Projected Enrollment	2,780	33,360
Individual Stop Loss Attachment Point	$350,000	$350,000
Individual Stop Loss Premium	$21.45	$715,572

(*) Please refer to Conditions and Caveats for details

City Of Lubbock

ASO Projection
January 1, 2016 - December 31, 2016
2016 Renewal

CONDITIONS AND CAVEATS

Please refer to the ACA Disclaimer regarding benefits and final pricing.

Notwithstanding anything in the renewal or Proposal to the contrary, BCBSTX reserves the right to revise or withdraw our offer, or to change our administrative fees (and/or pass-through amounts) at any time before or during the contract period (all of which may be estimates, allocated or pro-rated amounts) if any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented, which would increase projected claim costs or BCBSTX's expenses or cost of plan administration, or would otherwise require BCBSTX to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount.

NOTICE: ACA provided for the establishment of a temporary reinsurance program(s) for a three (3) year period (2014-2016), which is funded by reinsurance contributions ("Reinsurance Fees") collected from health insurance issuers and self-funded group health plans, beginning in 2014. Information as to how these fees are calculated is provided by federal and state governments. Federal regulations establish a flat, per member, per month fee.

ACA also provides that self-funded plan sponsors are responsible for the Reinsurance Fee. BCBSTX will not assist in the remittance of those fees to the federal government; however, upon request, we can make available to our self-funded/ASO customers, existing data and information that may be helpful in determining, reporting on, and remitting their Reinsurance Fee amounts.

Rates are projected to be effective for the 12-month period beginning on the effective date indicated.
Final rates may vary based on actual enrollment results.

This renewal offer assumes BCBSTX will remain the exclusive carrier.

The total annual premiums are based upon the total current enrollment and contract distribution as indicated.

The Administration fee includes Enhance Blue Care Connection, Retiree Subsidy Support (AIM), and no commission.

If the enrollment or contract distribution varies by more than 10% in total or in each coverage independently, we reserve the right to re-rate.

The minimum participation requirement is 75% without waivers and 65% with valid waivers in order for coverages to be issued.

The employer maintaining the current contribution schedule.

Annual open enrollment.

Upon inquiry from employer groups, BCBSTX will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by BCBSTX in connection with the employer's policy or contract with BCBSTX.

The renewal is being offered on a paid basis.

Health Paid Claims subject to Stop Loss are claims paid during the policy period indicated above.

Health Paid Claims subject to Individual Stop Loss are paid claims from the following line(s) of coverage: Medical and Drug

12/15 Stop loss
*At the end of the Policy Period, Stop Loss coverage shall be extended to cover claims incurred through December 31, 2016 and paid through March 31, 2017.
Individual and Aggregate Stop Loss benefits will remain on a 12/15 basis for subsequent renewals.

The total annual health Stop Loss premiums and ACV factors are based upon the total current enrollment and contract distribution as indicated on this exhibit.
Significant changes in the above stated enrollment and contract distribution will require a review and adjustment of the fees and factors.

BCBSTX reserves the right to adjust the Average Claim Value if one or more of the following occurs within the coverage period:

Individual Health Stop Loss and Aggregate Health Stop Loss premiums are payable on the first day of each month.

Premium Equivalent Rates reflect expected benefit cost only and do not include an adjustment for a change in needed reserves.
Premium Equivalent Rates should fund expected paid claims (EPC), administration, stoploss charges and estimated reserves, if claims exceed EPC, the Employer will be required to make additional funds available up to the Maximum Claim Liability.

Upon Termination, the run-off factors above will be multiplied times the total of all certificates actually exposed during each of the three months immediately preceding contract termination and the result will be the obligation of the Employer.
The Run-off Administration amount is due and payable whether or not BCBSTX processes the run-off claims.

The Administrative charge includes a network access fee for Texas employees. Out-of-state employees will be accessed a charge of 4.79% of the discount per claim, not to exceed $2,000 per claim. This claim charge will be included in your monthly BARS statement.

Division of Health Care Service Corporation, a Mutual Legal Reserve Company,
an Independent Licensee of the Blue Cross and Blue Shield Association

City Of Lubbock

ASO Projection
January 1, 2016 - December 31, 2016
2016 Renewal

CONDITIONS AND CAVEATS

Please refer to the ACA Disclaimer regarding benefits and final pricing.

Costs associated with special services or custom materials provided by BCBSTX will be billed separate and apart from the Administrative Charges outlined on this exhibit. The employer is responsible for any administrative services taxes due for benefits paid under this agreement.

If a non-preferred vendor is selected for automated eligibility processing, an additional charge will apply.

If a third party stop loss carrier is selected, an annual coordination fee will apply.

If a third party pharmacy benefit manager is selected, additional charges will apply.

Provider Payments associated with Value Based Care models such as Intensive Medical Home (IMH), Extended Medical Home (EMH), Accountable Care Organizations (ACO), etc. are included on the BARS bill.

Plan	Attributed Members	Estimated VBC Savings	Estimated VBC Payments
Blue Cross Blue Shield of IL	0		
Blue Cross Blue Shield of TX	3		
Total	3	($165)	$118

HM LIFE INSURANCE COMPANY
HM INSURANCE GROUP hmig.com

STOP LOSS PROPOSAL FOR
City of Lubbock Texas

Sales Representative: J. Albert Lucio
Broker: Mc & H Life Agency Inc
TPA: Blue Cross Blue Shield of Texas

Effective Date: 01/01/2016
Through Date: 12/31/2016

Provider Network(s): Blue Cross Blue Shield of Texas
Utilization Review Vendor(s): Blue Cross Blue Shield of Texas

Specific: (Check one)	Lives	☐ Option 1	☐ Option 2	☐ Option 3	☐ Option 4
Specific Deductible (per Covered Individual)		$350,000	$375,000	$400,000	$350,000
Policy Year Maximum Specific Benefit		Unlimited	Unlimited	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Unlimited	Unlimited	Unlimited	Unlimited
Covered Benefits		Med. Rx Card	Med, Rx Card	Med. Rx Card	Med, Rx Card
Specific Premium					
Composite Rate	2,594	$21 47	$19 83	$18 40	$19.63
Total Lives	2,594				
Estimated Contract Specific Premium		$668,318	$617,268	$572,755	$611,043
Contract Basis		12/15	12/15	12/15	12/12
Commission		0 00%	0 00%	0 00%	0 00%

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:

Milliman

1120 South 101st Street
Suite 400
Omaha, NE 68124
USA

Tel +1 402 393 9400
Fax +1 402 384 5776

milliman.com

September 2, 2015

Mr. Travis Sartain
Partner
MHBT
8144 Walnut Hill Lane
Dallas, TX 75231

Re: City of Lubbock Renewal Evaluation for the 2016 Plan Year

Dear Mr. Sartain:

At your request, Milliman, Inc. (Milliman) has completed an evaluation of City of Lubbock's 2016 renewals. This letter includes the executive summary, detailed analysis, methodology, reliance, and limitations of our findings.

Executive Summary

City of Lubbock currently offers its eligible employees various medical, dental, life, disability, and other types of coverage. You engaged Milliman to evaluate the 2016 plan year (January 1, 2016-December 31, 2016) medical and dental renewals proposed by the insurance carrier. Our evaluation of the carriers' proposals is shown in the table below:

	Milliman Claims & Carrier Initial Expenses	Milliman Claims & Milliman Projected Expenses
Medical - Active/COBRA (Self-Insured)		
Claims Cost	(1.2%)	(1.2%)
Claims Administration	3.0%	3.0%
Rx Rebates	(4.9%)	(4.9%)
Organ Transplant Fee	0.0%	5.0%
Individual Stop-Loss	25.5%	0.0%
ACA Fees	(36.6%)	(36.6%)
Total Medical - Active/COBRA	**(0.6%)**	**(1.2%)**

	Milliman Claims & Carrier Current Expenses	Milliman Claims & Milliman Projected Expenses
Medical - Retirees (Self-Insured)		
Claims Cost	18.0%	18.0%
Claims Administration	3.0%	3.0%
Rx Rebates	(4.9%)	(4.9%)
Organ Transplant Fee	0.0%	5.0%
Individual Stop-Loss	25.5%	0.0%
ACA Fees	(36.6%)	(36.6%)
Total Medical - Retirees	**17.2%**	**16.8%**
Dental (Self-Insured)		
Claims Cost	(24.1%)	(24.1%)
Claims Administration	0.0%	5.0%
Total Dental	**(22.7%)**	**(22.4%)**
Total All Benefits	**4.4%**	**2.2%**

We estimate that self-insured annual claims and expenses for the 2016 plan year will be approximately:

- **$21.75 million for Active/COBRA medical and prescription drugs based on current enrollment levels of 2,135 employees and a projected premium of $849.00 per employee per month (PEPM). However, we recommend that City of Lubbock continue to budget at $854.43 PEPM for an annual budget of $21.89 million; and**
- **$9.36 million for Retiree medical and prescription drugs based on current enrollment levels of 644 employees and a projected premium of $1,211.24 per employee per month (PEPM); and**
- **$1.36 million for dental based on current enrollment levels of 2,675 employees and a projected premium of $42.41 PEPM. However, we recommend that City of Lubbock continue to budget at $54.89 PEPM for an annual budget of $1.76 million.**

See Attachments #1-4 for more details. We will use these figures in our projection of budgets for the upcoming plan year. Note that these figures also depend on current plan designs, claims experience that was available to us, and proposed expenses. If enrollment levels, plan designs, vendors, or locations should change dramatically, this number should be updated with the new information.

Detailed Analysis

1. Renewal Evaluation – Medical & Prescription Drugs (self-insured)

Projected Change in Premium - Claims & Expenses – Active/COBRA

Attachment #5 shows our calculation of estimated claims costs and expenses for the Active/COBRA medical and prescription drug plan. Using the carrier's proposed increases to expenses listed in the Executive Summary above and shown in Attachment #2, we estimate that City of Lubbock's claims and expenses will be $849.00 PEPM which is 0.6% less than current premiums. Based on current enrollment, this amounts to $21.75 million in annual premium. However, we recommend that City of Lubbock continue to budget at $854.43 for an annual budget of $21.89 million. If claims do not trend as much as our estimate or City of Lubbock is able to reduce expenses, then this amount could be lower.

Projected Change in Premium - Claims & Expenses – Retiree

Attachment #6 shows our calculation of estimated claims costs and expenses for the Retiree medical and prescription drug plans. Using the carrier's proposed increases to expenses listed in the Executive Summary above and shown in Attachment #3, we estimate that City of Lubbock's claims and expenses will be $1,211.24 PEPM which is 17.2% more than current premiums. Based on current enrollment, this amounts to $9.36 million in annual premium. If claims do not trend as much as our estimate or City of Lubbock is able to reduce expenses, then this amount could be lower.

Expenses - Administration Fees

Blue Cross Blue Shield of Texas (BCBS of TX) and other vendors perform various services for the efficient administration and financial stability of the plan. As referenced earlier, Attachments #2-3 show a summary of the current and proposed fees for 2016 with our assessment. BCBS of TX is proposing a 4.8% increase to claims administration fees. Since this is with the 3-5% increase we typically see, we recommend accepting this proposal.

Expenses – Individual Stop-Loss Premiums

Attachments #7-9 show our analysis of the risks of large claims and stop-loss coverage. Details of the risk associated with various levels of individual stop-loss can be found in Attachment #7 and are summarized in the table below:

Individual Stop-Loss Deductible	Probability of a Claim over the Deductible	Number of Members
$400,000	0.03%	1.9
$375,000	0.04%	2.2
$350,000	0.05%	2.6
$325,000	0.05%	3.0

Additionally, Attachment #8 shows expected stop-loss reimbursements at various levels of individual stop-loss coverage. Note that as the individual deductible increases, the expected reimbursements decrease. Generally, the guideline is that the appropriate deductible would be one where the additional claims liability is minimized compared to the corresponding premium savings. Should BCBS of TX provide quotes at additional levels, we will include these figures in our analysis.

Attachment #9 compares recent years' paid stop-loss premiums to reimbursements received and calculates a loss ratio over the time period. The combined loss ratio since 2012 has been 3.1%. Stop-loss carriers typically target paid loss ratios between 70% and 80% for groups of this size. The stop-loss carrier may wish to base the proposed premium more heavily on their risk pool and less on City of Lubbock's actual experience. City of Lubbock should take this into account when considering increasing the deductible level with this carrier or another one.

BCBS of TX has proposed a 25.5% increase to the current individual stop-loss premium levels. We believe this increase is much too high given actual and expected loss ratios. Further, we believe a 0.0% increase to premiums is fair and subsequently recommend further negotiations with the carrier.

In this calculation, we have used the proposed individual stop-loss premium rates from BCBS of TX with the current deductible.

Expenses – Aggregate Stop-Loss Premiums

Self-insured employers may also purchase aggregate stop-loss coverage to protect against aggregate claim fluctuation. Groups with fewer employees will generally have a lower tolerance for risk than groups of a larger size. Typically, for a group this size, the probability of an aggregate reimbursement occurring is insignificant. The following table highlights the inherent variability of aggregate medical claims. The "No Deductible" and current ISL deductible scenarios are displayed in Attachments #10-11.

Individual Stop-Loss Deductible	Probability of Aggregate Claims Exceeding		
	105% of Expected	115% of Expected	125% of Expected
No Deductible	16.6%	0.7%	~ 0.0%
$400,000	14.3%	0.2%	~ 0.0%
$375,000	14.1%	0.2%	~ 0.0%
$350,000	13.8%	0.2%	~ 0.0%
$325,000	13.6%	0.1%	~ 0.0%

To assess the aggregate stop-loss risk, we performed a Monte Carlo simulation on the current enrollment. The spread of expected claims without and with individual stop-loss is shown in these attachments. The vertical axis shows the probability of exceeding a certain level of expected claims. The horizontal axis shows a range as a percent of expected average claims. Assuming that City of Lubbock's 2,779 enrollees in the census data correspond to 5,569 covered lives, we simulated 10,000 scenarios, or 10,000 years of claims experience. The results of our Monte Carlo analysis indicate that, with no individual stop-loss as displayed in Attachment #10, there is a 0.7% probability that City of Lubbock will realize an aggregate claim total greater than 115% of the expected claims resulting from pure randomness. This probability drops to approximately 0.0% at a level of 125%. With individual stop-loss set at $350,000, as displayed in Attachment #11, the probability of aggregate claims greater than 115% of the expected claims drops to 0.1%, and the chance of having aggregate claims greater than 125% of the expected claims is approximately 0.0%. Note that this assumes that the attachment point is set correctly.

Trend Analysis – Claims – Active/COBRA

Using a six-month rolling average, we performed a linear regression analysis of City of Lubbock's monthly paid claims and enrollment to calculate that the claims in the Active/COBRA self-insured plan have been increasing at an annualized rate of 3.8% for medical and 10.3% for prescription drugs. Note that prescription drug trend includes combined claims data from both the Active/COBRA plan and the Retiree plans due to limited reporting data. The results are displayed in Attachments #12-13. Nationally, based on the *Milliman Mid-Market Survey* of employers, annual trend for medical and prescription drugs combined is approximately 5-9% for 2014 with expectations for 2015 at the same or slightly higher level. Additionally, the *Milliman Medical Index (MMI)*, which examines the total cost to deliver healthcare, saw increases of 6.3% from 2014 to 2015. In order to mitigate variations due to the inherent variability in claims data on individual groups, we blended the calculated trends for City of Lubbock with national averages as appropriate to arrive at the trend levels used in the budget calculations.

Trend Analysis – Claims – Retiree

Using a six-month rolling average, we performed a linear regression analysis of City of Lubbock's monthly paid claims and enrollment to calculate that the claims in the Retiree self-insured plans have been increasing at an annualized rate of 5.3% for medical and 10.3% for prescription drugs. Note that prescription drug trend includes combined claims data from both the Active/COBRA plan and the Retiree plans due to limited reporting data. The results for annualized medical trend is displayed in Attachment #14. Nationally, based on the *Milliman Mid-Market Survey* of employers, annual trend for medical and prescription drugs combined is approximately 5-9% for 2014 with expectations for 2015 at the same or slightly higher level. Additionally, the *Milliman Medical Index (MMI)*, which examines the total cost to deliver healthcare, saw increases of 6.3% from 2014 to 2015. In order to mitigate variations due to the inherent variability in claims data on individual groups, we blended the calculated trends for City of Lubbock with national averages as appropriate to arrive at the trend levels used in the budget calculations.

Preliminary Budgeting – Premium Equivalencies for the 2016 Plan Year – Active/COBRA

Attachment #15 contains our findings and recommendations for distributing the previously calculated total premium on a PEPM basis over the relevant tier options. We expect tier pricing levels for a 4-tier plan to be 1.000 for EE Only, 2.135 for EE + Spouse, 1.674 for EE + Child(ren), and 2.971 for Family. That is, the cost of a spouse is expected to be about 14% greater than the cost of an employee.

City of Lubbock's current tier factors vary from our expectation of the cost of coverage for each tier. For this analysis, we kept the current tier pricing levels in place.

Based on the factors above, we "spread" the premiums over the tiers to reflect the assumed variances, while maintaining the same average total premiums calculated in Attachment #5. Referring to Attachment #15, we arrive at the "CY 2016 Proposed" premiums. The variances between these and the current premiums are shown in the bottom rows of the attachment, and the total costs are shown in the far right column.

Employer Subsidies and Employee Contributions – Active/COBRA

At this time, we have assumed that City of Lubbock will keep the employer subsidy for 2016 at the same percent as it is currently. As a result, City of Lubbock's portion of total medical costs is remaining flat at 80.2% of the total cost. Please refer to Attachment #16 for details.

Preliminary Budgeting – Premium Equivalencies for the 2016 Plan Year – Retiree

Attachment #17 contains our findings and recommendations for distributing the previously calculated total premium on a PEPM basis over the relevant plan and tier options. Based on our

actuarial cost model, Health Cost Guidelines, v.2014, the relative values of City of Lubbock's medical plan designs, including expenses, are 100.0% for the Non-Medicare Retiree plan and 49.1% for the Medicare Retiree plan. That is, the cost of the Medicare Retiree plan is expected to be about 51% less than the cost of the Non-Medicare Retiree plan. Additionally, tier pricing levels for a 4-tier plan should be 1.000 for EE Only, 2.135 for EE + Spouse, 1.674 for EE + Child(ren), and 2.971 for Family. That is, the cost of a spouse is expected to be about 14% greater than the cost of an employee.

City of Lubbock's current plan pricing levels vary from our plan pricing relativities and their tier factors vary from our expectation of the cost of coverage for each tier. For this analysis, we have combined the Non-Medicare and Medicare Retiree plan premium equivalencies at the request of City of Lubbock using Milliman's recommended tier factors.

Based on the factors above, we "spread" the premiums over the tiers to reflect the assumed variances, while maintaining the same average total premiums calculated in Attachment #6. Referring to Attachment #17, we arrive at the "CY 2016 Proposed" premiums. The variances between these and the current premiums are shown in the bottom rows of the attachment, and the total costs are shown in the far right column.

Employer Subsidies and Employee Contributions – Retiree

At this time, we have assumed that City of Lubbock will keep the employer subsidy for 2016 at the same percent as it is currently. As a result, City of Lubbock's portion of total medical costs will decrease to 53.5% of the total cost due to the changes in premium equivalencies discussed above. Please refer to Attachment #18 for details.

2. Renewal Evaluation – Dental (self-insured)

Projected Change in Premium – Claims & Expenses

Attachment #19 shows our calculation of estimated claims costs and expenses for the self-insured dental plans. Using proposed expenses, we estimate that City of Lubbock's claims and expenses will be $42.41 PEPM which is 22.7% less than current premiums. Based on current enrollment, this amounts to $1.36 million in annual premium. However, we recommend that City of Lubbock continue to budget at $54.89 PEPM for an annual budget of $1.76 million. If claims do not trend as much as our estimate or City of Lubbock is able to reduce expenses, then this amount could be lower.

Expenses - Administration & Other Fees

BCBS of TX has proposed a 0.0% increase to claims administration fees. Since this is below the 3-5% increase we typically see, we recommend accepting this proposal.

Trend Analysis - Claims

Using a six-month rolling average, we performed a linear regression analysis of City of Lubbock's monthly paid claims and enrollment to calculate that the claims in the self-insured dental plans have been decreasing at an annualized rate of 7.0%. The results are displayed in Attachment #20. Nationally, based on the *Milliman Mid-Market Survey* of employers, annual trends are approximately 0-5% for 2014 with expectations for 2015 at the same or slightly lower level. In order to mitigate variations due to the inherent variability in claims data on individual groups, we blended the calculated trends for City of Lubbock with national averages as appropriate to arrive at the trend levels used in the budget calculations.

Preliminary Budgeting – Premium Equivalencies for the 2016 Plan Year

Attachment #21 contains our findings and recommendations for distributing the previously calculated total premium on a PEPM basis over the relevant tier options. We expect tier pricing levels for a 4-tier plan to be 1.000 for EE Only, 2.043 for EE + Spouse, 2.421 for EE + Child(ren), and 3.804 for Family. This indicates that, on average, children in a family unit incur more claims than a spouse incurs.

City of Lubbock's current tier factors vary from our expectation of the cost of coverage for each tier. For this analysis, we kept the current tier pricing levels in place.

Based on the factors above, we "spread" the premiums over the tiers to reflect the assumed variances, while maintaining the same average total premiums calculated in Attachment #19. Referring to Attachment #21, we arrive at the "CY 2016 Proposed" premiums. The variances

between these and the current premiums are shown in the bottom rows of the attachment, and the total costs are shown in the far right column.

Employer Subsidies and Employee Contributions

At this time, we have assumed that City of Lubbock will keep the employer subsidy for 2016 at the same percent as it is currently. As a result, City of Lubbock's portion of total dental costs is remaining flat at 73.6% of the total cost. Please refer to Attachment #22 for details.

Assumptions and Methodology

The steps we used to arrive at the results are outlined below:

1. We collected enrollment information from various vendors through MHBT. We assumed that those employees electing coverage would continue to elect that same coverage and that employees waiving coverage would continue to waive coverage.
2. Claims and expense information was also provided by various vendors through MHBT.
3. Our expected claims range encompasses the current plan designs offered to employees. Should plan designs change, the Benefit Plan Design Factor should be updated accordingly.
4. We calculated trends using a regression analysis and blended those results with national averages where appropriate.
5. For the specified plans, we calculated a manual rate on the group based on demographics and plan designs using our proprietary actuarial pricing model, *Health Cost Guidelines, v. 2014.*
6. Using claims experience, the calculated manual rate where indicated, and assumed trend factors, we calculated a projected claims costs on a per employee per month basis.
7. We performed an analysis of aggregate claim variability to determine an appropriate level of individual stop-loss coverage.
8. Using plan pricing levels, tier pricing levels, and enrollment assumptions, we calculated premium equivalency rates by plan and coverage tier.
9. Using employer subsidy assumptions, we calculated employer subsidies and employee contributions by plan and coverage tier.

Reliance and Limitations

In performing our analysis for City of Lubbock, we relied on the data provided to us from various vendors through MHBT. We have not audited this data, but we performed a limited review for reasonableness and we found no material defects in the data used in this report. If the underlying data is inaccurate or incomplete, then the results of our review may be inaccurate or incomplete.

Differences between our projections and actual amounts depend on the extent to which future experience conforms to the assumptions made for this analysis. It is likely that actual experience will not conform exactly to the assumptions used in this analysis. Actual amounts will differ from projected amounts to the extent that actual experience deviates from expected experience.

Milliman

September 2, 2015

The services provided for this project were performed under the signed Consulting Services Agreement between Milliman and MHBT dated January 31, 2003 as well as the signed Services Agreement between Milliman and City of Lubbock dated June 11, 2012. This letter and its attachments have been prepared for the use of MHBT in their relationship with City of Lubbock and are only to be relied upon by these organizations. No portion may be provided to any other party without Milliman's prior written consent. Milliman does not intend to benefit any other recipient of this report, even if Milliman consents to the release of this report to that recipient. Please contact us if you have any questions.

Sincerely,

Jason Speer

Jason E. Speer, F.S.A., M.A.A.A.
Principal & Consulting Actuary

Blaine A Weber

Blaine A. Weber
Senior Benefits Consultant & Underwriter

Paul Penke
Benefits Consultant & Financial Analyst

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Calendar Year 2016 Renewal Summary

~ City of Lubbock ~

	Renewal Date	Enrollment/ Volume	CY 2015 Total Annual Premium[1]	CY 2015 Employee Contrib.[1]	CY 2015 Employer Subsidy[1]	CY 2016 Total Annual Premium[2]	CY 2016 Employee Contrib.[2]	CY 2016 Employer Subsidy[2]	Percent Change[3] Total Annual Premium	Amount Change[3] Total Annual Premium	Milliman Estimated Renewal[3]
Medical[4]											
BCBS of TX (Active/COBRA)	1/1/2016	2,135	$21,890,520	$4,326,925	$17,563,595	$21,890,520	$4,326,925	$17,563,595	0.0%	$0	(1.2%)
BCBS of TX (Retirees)	1/1/2016	644	$7,983,797	$3,095,029	$4,888,768	$9,360,491	$4,354,621	$5,005,869	17.2%	$1,376,694	17.2%
Dental[4]											
BCBS of TX	1/1/2016	2,675	$1,761,831	$464,814	$1,297,017	$1,761,831	$464,814	$1,297,017	0.0%	$0	(22.4%)
Total			**$31,636,148**	**$7,886,768**	**$23,749,380**	**$33,012,842**	**$9,146,360**	**$23,866,481**	**4.4%**	**$1,376,694**	**2.2%**
Percentage Employer/Employee				*24.9%*	*75.1%*		*27.7%*	*72.3%*			

1. Milliman's ***Financial Monitoring Report (FMR)*** and ***IBNR calculation*** will provide additional detail on historical results.
2. See attached calculation for additional detail.
3. Refer to Milliman attachments ***Renewal Evaluation Summary Report*** for additional detail on proposals, carriers and final results.
4. Milliman's ***Comprehensive Assessment of Health Plans (CAHP)*** report will provide benchmarking information from ***Milliman Mid-Market Survey (MMMS)***.

Milliman

Renewal Evaluation Summary - Medical (Active/COBRA Only)

~ City of Lubbock ~

Carrier BCBS of TX

	Coverage Basis	Enrollment/ Volume[1]	CY 2015 Current Rates (PEPM)[2]	CY 2015 Total Annual Cost	CY 2016 Milliman Claims & Carrier Initial Expenses	CY 2016 Milliman Claims & Milliman Projected Expenses[4]
Medical - Self-Insured						
Expected Claims Cost (PEPM)[3]	Employees	2,135	$782.35	$20,043,785	$772.76	$772.76
				Percent Increase Over Current	*(1.2%)*	*(1.2%)*
				Total Annual Cost Over Current	*($245,667)*	*($245,667)*
Claims Administration	Employees	2,135	$42.31	$1,083,982	$43.58	$43.58
				Percent Increase Over Current	*3.0%*	*3.0%*
				Total Annual Cost Over Current	*$32,537*	*$32,537*
Rx Rebates	Employees	2,135	($7.72)	($197,786)	($7.34)	($7.34)
				Percent Increase Over Current	*(4.9%)*	*(4.9%)*
				Total Annual Cost Over Current	*$9,736*	*$9,736*
Organ Transplant Fee	EE Only	1,069	$6.08	$77,994		
	EE + Family	1,066	$14.60	$186,763		
	Total	2,135	$10.33	$264,757	$10.33	$10.85
				Percent Increase Over Current	*0.0%*	*5.0%*
				Total Annual Cost Over Current	*$0*	*$13,238*
Individual Stop-Loss	Employees	2,135	$20.05	$513,681	$25.16	$20.05
				Percent Increase Over Current	*25.5%*	*0.0%*
				Total Annual Cost Over Current	*$130,918*	*$0*
ACA Fees	Employees	2,135	$7.11	$182,101	$4.50	$4.50
*includes PCORI & Transitional Reinsurance Fees				*Percent Increase Over Current*	*(36.6%)*	*(36.6%)*
				Total Annual Cost Over Current	*($66,710)*	*($66,710)*
Composite	**Employees**	**2,135**	**$854.43**	**$21,890,520**	**$849.00**	**$844.40**
Total Medical - Self-Insured		**2,135**		**$21,890,520**	**$21,751,335**	**$21,633,654**
				Percent Increase Over Current	*(0.6%)*	*(1.2%)*
				Total Annual Cost Over Current	*($139,185)*	*($256,866)*

	Aggressive Budget[5]	Conservative Budget[5]
Composite PEPM	$810	$888
Total Medical - Self-Insured	$20,761,429	$22,741,241
Percent Increase Over Current	(5%)	4%
Total Annual Cost Over Current	($1,129,091)	$850,721
Chance of Exceeding Budget	75%	10%

1. Enrollment is taken from the June 2015 FMR.
2. Current Rates represent the premium equivalencies based on current enrollment.
3. See attachments for additional details on Milliman calculation.
4. Pricing calculations incorporate Milliman's expectation of claims in conjunction the carrier's 2016 PY proposed expenses.
5. Aggressive and Conservative budgets are presented for illustrative purposes and should not be taken as Milliman's recommended budgeting levels

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Renewal Evaluation Summary - Medical (Retirees Only)

~ City of Lubbock ~

Carrier BCBS of TX

	Coverage Basis	Enrollment/ Volume[1]	CY 2015 Current Rates (PEPM)[2]	CY 2015 Total Annual Cost	CY 2016 Milliman Claims & Carrier Initial Expenses	CY 2016 Milliman Claims & Milliman Projected Expenses[4]
Medical - Self-Insured						
Expected Claims Cost (PEPM)[3]	Employees	644	$962.11	$7,435,218	$1,135.66	$1,135.66
				Percent Increase Over Current	*18.0%*	*18.0%*
				Total Annual Cost Over Current	*$1,341,193*	*$1,341,193*
Claims Administration	Employees	644	$42.31	$326,972	$43.58	$43.58
				Percent Increase Over Current	*3.0%*	*3.0%*
				Total Annual Cost Over Current	*$9,815*	*$9,815*
Rx Rebates	Employees	644	($7.72)	($59,660)	($7.34)	($7.34)
				Percent Increase Over Current	*(4.9%)*	*(4.9%)*
				Total Annual Cost Over Current	*$2,937*	*$2,937*
Organ Transplant Fee	EE Only	315	$6.08	$22,982		
	EE + Family	329	$14.60	$57,641		
	Total	644	$10.43	$80,623	$10.43	$10.95
				Percent Increase Over Current	*0.0%*	*5.0%*
				Total Annual Cost Over Current	*$0*	*$4,031*
Individual Stop-Loss	Employees	644	$20.05	$154,946	$25.16	$20.05
				Percent Increase Over Current	*25.5%*	*0.0%*
				Total Annual Cost Over Current	*$39,490*	*$0*
ACA Fees	Employees	644	$5.91	$45,698	$3.75	$3.75
*includes PCORI & Transitional Reinsurance Fees				*Percent Increase Over Current*	*(36.6%)*	*(36.6%)*
				Total Annual Cost Over Current	*($16,741)*	*($16,741)*
Composite	**Employees**	**644**	**$1,033.10**	**$7,983,797**	**$1,211.24**	**$1,206.66**
Total Medical - Self-Insured		**644**		**$7,983,797**	**$9,360,491**	**$9,325,032**
				Percent Increase Over Current	*17.2%*	*16.8%*
				Total Annual Cost Over Current	*$1,376,694*	*$1,341,235*

	Aggressive Budget[5]	Conservative Budget[5]
Composite PEPM	$1,154	$1,268
Total Medical - Self-Insured	$8,921,670	$9,799,311
Percent Increase Over Current	12%	23%
Total Annual Cost Over Current	$937,873	$1,815,514
Chance of Exceeding Budget	75%	10%

1. Enrollment is taken from the June 2015 FMR.
2. Current Rates represent the premium equivalencies based on current enrollment.
3. See attachments for additional details on Milliman calculation.
4. Pricing calculations incorporate Milliman's expectation of claims in conjunction the carrier's 2016 PY proposed expenses.
5. Aggressive and Conservative budgets are presented for illustrative purposes and should not be taken as Milliman's recommended budgeting levels

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Renewal Evaluation Summary - Dental

~ City of Lubbock ~

Carrier BCBS of TX

	Coverage Basis	Enrollment/ Volume[1]	CY 2015 Current Rates (PEPM)[2]	CY 2015 Total Annual Cost	CY 2016 Milliman Claims & Carrier Initial Expenses	CY 2016 Milliman Claims & Milliman Projected Expenses[4]
Dental - Self-Insured						
Expected Claims Cost (PEPM)[3]	Employees	2,675	$51.69	$1,659,111	$39.21	$39.21
				Percent Increase Over Current	*(24.1%)*	*(24.1%)*
				Total Annual Cost Over Current	*($400,470)*	*($400,470)*
Claims Administration	Employees	2,675	$3.20	$102,720	$3.20	$3.36
				Percent Increase Over Current	*0.0%*	*5.0%*
				Total Annual Cost Over Current	*$0*	*$5,136*
Composite	**Employees**	**2,675**	**$54.89**	**$1,761,831**	**$42.41**	**$42.57**
Total Dental - Self-Insured		**2,675**		**$1,761,831**	**$1,361,361**	**$1,366,497**
				Percent Increase Over Current	*(22.7%)*	*(22.4%)*
				Total Annual Cost Over Current	*($400,470)*	*($395,334)*

1. Enrollment is taken from the June 2015 FMR
2. Current Rates represent the premium equivalencies based on current enrollment.
3. See attachments for additional details on Milliman calculation.
4. Pricing calculations incorporate Milliman's expectation of claims in conjunction with the carrier's 2016 PY proposed expenses.

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Calendar Year 2016 Pricing Calculation - Medical Plans
~ Active/COBRA Enrollees Only ~

~ City of Lubbock ~

	Medical				Prescription Drugs				Medical & Rx Combined
I. Claims Experience (Paid Basis)	**1/12-12/12**	**1/13-12/13**	**1/14-12/14**	**1/15-6/15**	**1/12-12/12**	**1/13-12/13**	**1/14-12/14**	**1/15-6/15**	
Total Paid Claims[1]	$11,988,295	$12,540,546	$14,056,218	$6,491,573	$4,351,487	$4,859,630	$4,148,455	$2,303,481	
Total Catastrophic Claims (Claims greater than $350,000)	$0	$0	($409,306)	$0	N/A	N/A	N/A	N/A	
Net Claims	$11,988,295	$12,540,546	$13,646,912	$6,491,573	$4,351,487	$4,859,630	$4,148,455	$2,303,481	
Enrollment (lagged for incurred basis)	2,087	2,098	2,111	2,130	2,091	2,098	2,112	2,136	
Months of Experience	12	12	12	6	12	12	12	6	
Incurred Claim Cost (PEPM)	**$478.73**	**$498.04**	**$538.76**	**$507.99**	**$173.44**	**$193.05**	**$163.65**	**$179.73**	
II. Adjustments to Incurred Claim Cost									
1. Trend									
Annual Trend Rate[2]	5.1%	5.1%	5.1%	5.1%	6.0%	6.0%	6.0%	6.0%	
Number of Months (from midpt to midpt)	48.0	36.0	24.0	15.0	48.0	36.0	24.0	15.0	
Trend Factor	1.221	1.162	1.105	1.064	1.262	1.191	1.124	1.076	
2. Benefit Plan Design Factor[3]	1.011	1.011	1.000	1.000	1.000	1.000	1.000	1.000	
3. Health Care Reform Adjustment[4]	1.007	1.000	1.000	1.000	1.007	1.000	1.000	1.000	
4. Provider Discount Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
5. Maturity Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
6. Demographic Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
Final Adjustment Factor	**1.242**	**1.174**	**1.105**	**1.064**	**1.271**	**1.191**	**1.124**	**1.076**	
Expected Claims Cost after Adjustments	$594.82	$584.80	$595.43	$540.75	$220.38	$229.91	$183.87	$193.31	
Catastrophic Claims (Amount below Deductible, PEPM)	$0.00	$0.00	$13.82	$0.00	N/A	N/A	N/A	N/A	
Total Expected Claims	$594.82	$584.80	$609.25	$540.75	$220.38	$229.91	$183.87	$193.31	
Credibility (Blending) Factor	5%	10%	45%	40%	5%	10%	45%	40%	
III. CY 2016 Experience Rated Claims Cost (PEPM)				**$578.68**				**$194.08**	**$772.76**
Manual Rate from Milliman's *Health Cost Guidelines v.2014*									$949.58
Credibility to Manual Rate									0.0%
IV. CY 2016 Expected Claims Cost									**$772.76**
V. Expenses[5]									
Claims Administration									$43.58
Rx Rebates									($7.34)
Organ Transplant Fee									$10.33
Individual Stop-Loss Premium (ISL Deductible at $350,000)									$25.16
ACA Fees									$4.50
Total Expenses									**$76.24**
VI. CY 2016 Projected Premium (PEPM)									$849.00
VII. CY 2016 Projected Premium (Annualized)									$21,751,335
Current Budgeted Premium (PEPM)[6]									$854.43
Calculated Actuarial Increase/(Decrease)									(0.6%)
VIII. Recommended Increase/(Decrease)									0.0%

1. Note that prescription drug claims for January 2012 through December 2013 were prorated by enrollment due to limited Maxor Rx reporting data.
2. We relied on prescription drug trend in aggregate which includes Active/COBRA, non-Medicare retirees, and Medicare retirees for the prescription drug trend due to limited Maxor Rx reporting data.
3. Based on historical plan design changes and/or enrollment shifts provided by City of Lubbock and MHBT
4. Health Care Reform Adjustment accounts for change in plan design necessary to be consistent with the most recent regulations.
5. Expenses used in this calculation are based on the carrier's 2016 PY proposed expenses.
6. Derived from premium equivalencies and current enrollment provided by City of Lubbock

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Calendar Year 2016 Pricing Calculation - Medical Plans
~ Retirees Only ~

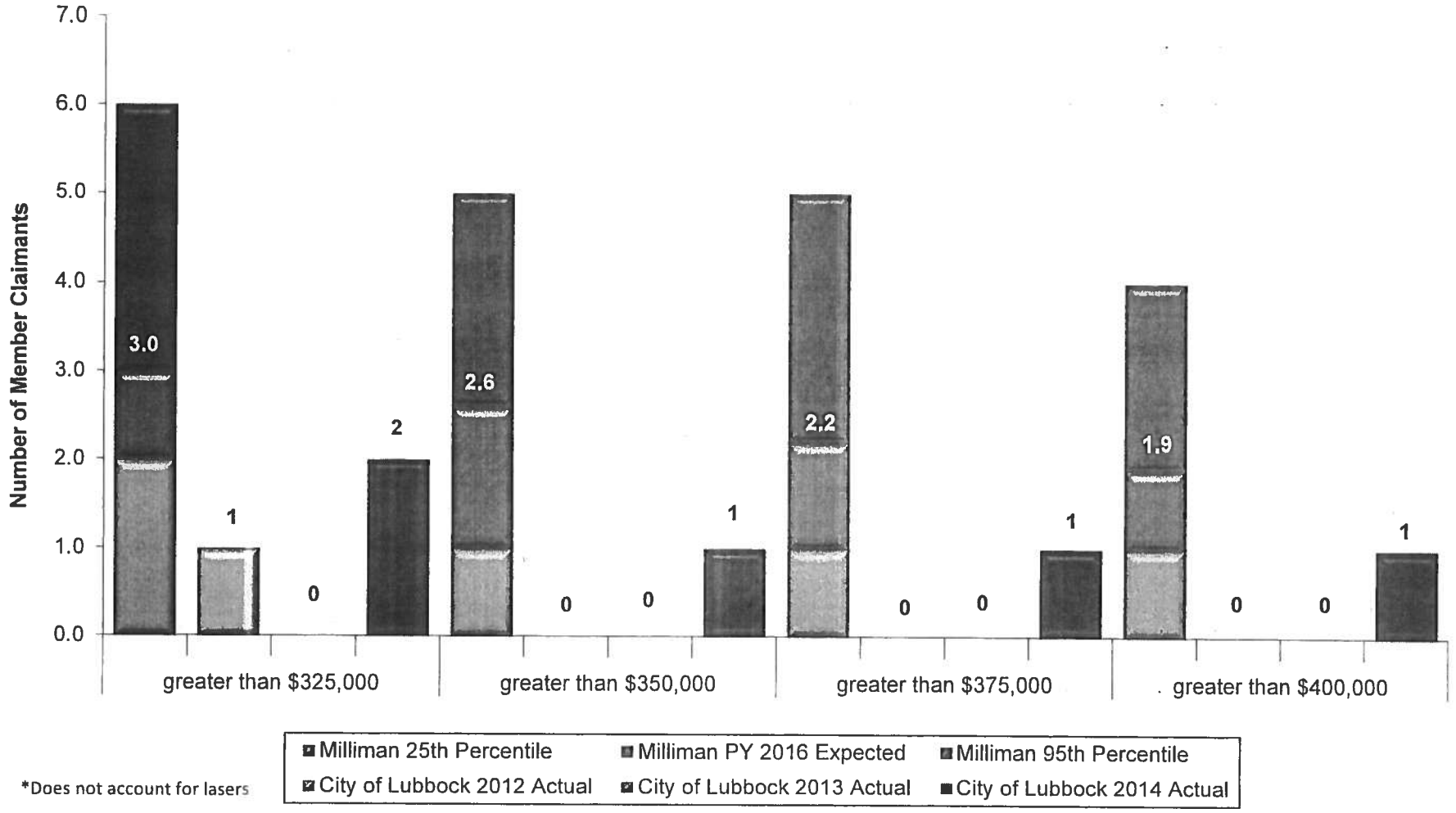
~ City of Lubbock ~

	Medical				Prescription Drugs				Medical & Rx Combined
I. Claims Experience (Paid Basis)	**1/12-12/12**	**1/13-12/13**	**1/14-12/14**	**1/15-6/15**	**1/12-12/12**	**1/13-12/13**	**1/14-12/14**	**1/15-6/15**	
Total Paid Claims[1]	$3,854,656	$3,894,144	$4,222,450	$2,289,508	$1,402,022	$1,499,895	$2,658,737	$1,523,275	
Total Catastrophic Claims (Claims greater than $350,000)	$0	$0	$0	$0	N/A	N/A	N/A	N/A	
Net Claims	$3,854,656	$3,894,144	$4,222,450	$2,289,508	$1,402,022	$1,499,895	$2,658,737	$1,523,275	
Enrollment (lagged for incurred basis)	595	611	612	631	596	612	614	634	
Months of Experience	12	12	12	6	12	12	12	6	
Incurred Claim Cost (PEPM)	**$539.79**	**$530.90**	**$574.56**	**$604.41**	**$196.20**	**$204.21**	**$361.00**	**$400.76**	
II. Adjustments to Incurred Claim Cost									
1. Trend									
Annual Trend Rate[2]	5.5%	5.5%	5.5%	5.5%	6.0%	6.0%	6.0%	6.0%	
Number of Months (from midpt to midpt)	48.0	36.0	24.0	15.0	48.0	36.0	24.0	15.0	
Trend Factor	1.239	1.175	1.113	1.069	1.262	1.191	1.124	1.076	
2. Benefit Plan Design Factor[3]	1.011	1.011	1.000	1.000	1.000	1.000	1.000	1.000	
3. Health Care Reform Adjustment[4]	1.007	1.000	1.000	1.000	1.007	1.000	1.000	1.000	
4. Provider Discount Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
5. Maturity Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
6. Demographic Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
Final Adjustment Factor	**1.261**	**1.187**	**1.113**	**1.069**	**1.271**	**1.191**	**1.124**	**1.076**	
Expected Claims Cost after Adjustments	$680.60	$630.28	$639.67	$646.35	$249.30	$243.20	$405.60	$431.03	
Catastrophic Claims (Amount below Deductible, PEPM)	$0.00	$0.00	$0.00	$0.00	N/A	N/A	N/A	N/A	
Total Expected Claims	$680.60	$630.28	$639.67	$646.35	$249.30	$243.20	$405.60	$431.03	
Credibility (Blending) Factor	5%	10%	45%	40%	5%	10%	45%	40%	
III. CY 2016 Experience Rated Claims Cost (PEPM)				**$643.45**				**$391.71**	**$1,035.16**
Manual Rate from Milliman's *Health Cost Guidelines v.2014*									$1,705.18
Credibility to Manual Rate									15.0%
IV. CY 2016 Expected Claims Cost									**$1,136.66**
V. Expenses[5]									
Claims Administration									$43.58
Rx Rebates									($7.34)
Organ Transplant Fee									$10.43
Individual Stop-Loss Premium (ISL Deductible at $350,000)									$25.16
ACA Fees									$3.75
Total Expenses									**$75.58**
VI. CY 2016 Projected Premium (PEPM)									**$1,211.24**
VII. CY 2016 Projected Premium (Annualized)									**$9,360,491**
Current Budgeted Premium (PEPM)[6]									$1,033.10
Calculated Actuarial Increase/(Decrease)									17.2%
VIII. Recommended Increase/(Decrease)									**17.2%**

1. Note that prescription drug claims for January 2012 through December 2013 were prorated by enrollment due to limited Maxor Rx reporting data.
2. We relied on prescripton drug trend in aggregate which includes Active/COBRA, non-Medicare retirees, and Medicare retirees for the prescription drug trend due to limited Maxor Rx reporting data.
3. Based on historical plan design changes and/or enrollment shifts provided by City of Lubbock and MHBT
4. Health Care Reform Adjustment accounts for change in plan design necessary to be consistent with the most recent regulations.
5. Expenses used in this calculation are based on the carrier's 2016 PY proposed expenses.
6. Derived from premium equivalencies and current enrollment provided by City of Lubbock

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Analysis of Individual Claim Variability
~ City of Lubbock ~



*Does not account for lasers

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Stop-Loss Comparison
Premium vs. Expected Reimbursements

~ City of Lubbock ~

Individual Stop Loss[1]								
	Current 2016 BCBS Proposed			Milliman Model				
ISL Deductible	Stop-Loss Premium (PEPM)[2]	Annual Premium (2,779 Employees)	Premium/(Cost) Savings to Move to Alternate Contract	Claimants Expected to Exceed ISL Deductible	Manual Rate (Assuming 70% Loss Ratio)	Estimated Stop-Loss Reimbursements	Estimated Additional Claims Liability	Net Savings/(Cost) of Alternate Contract
$325,000	N/A			3.0	$24.66	$575,673	($70,107)	N/A
$350,000	$25.16	$839,036	$0	2.6	$21.66	$505,566	$0	$0
$375,000	N/A			2.2	$19.14	$446,703	$58,863	N/A
$400,000				1.9	$16.95	$395,643	$109,923	

1. Note that while expected claimants and stop-loss reimbursements are based on Milliman's proprietary actuarial reinsurance model, each case will be evaluated on its own merit. As such, actual results may vary from what we have displayed here.

2. Based on 2016 BCBS proposed stop-loss premiums.

The current stop loss level is highlighted above.

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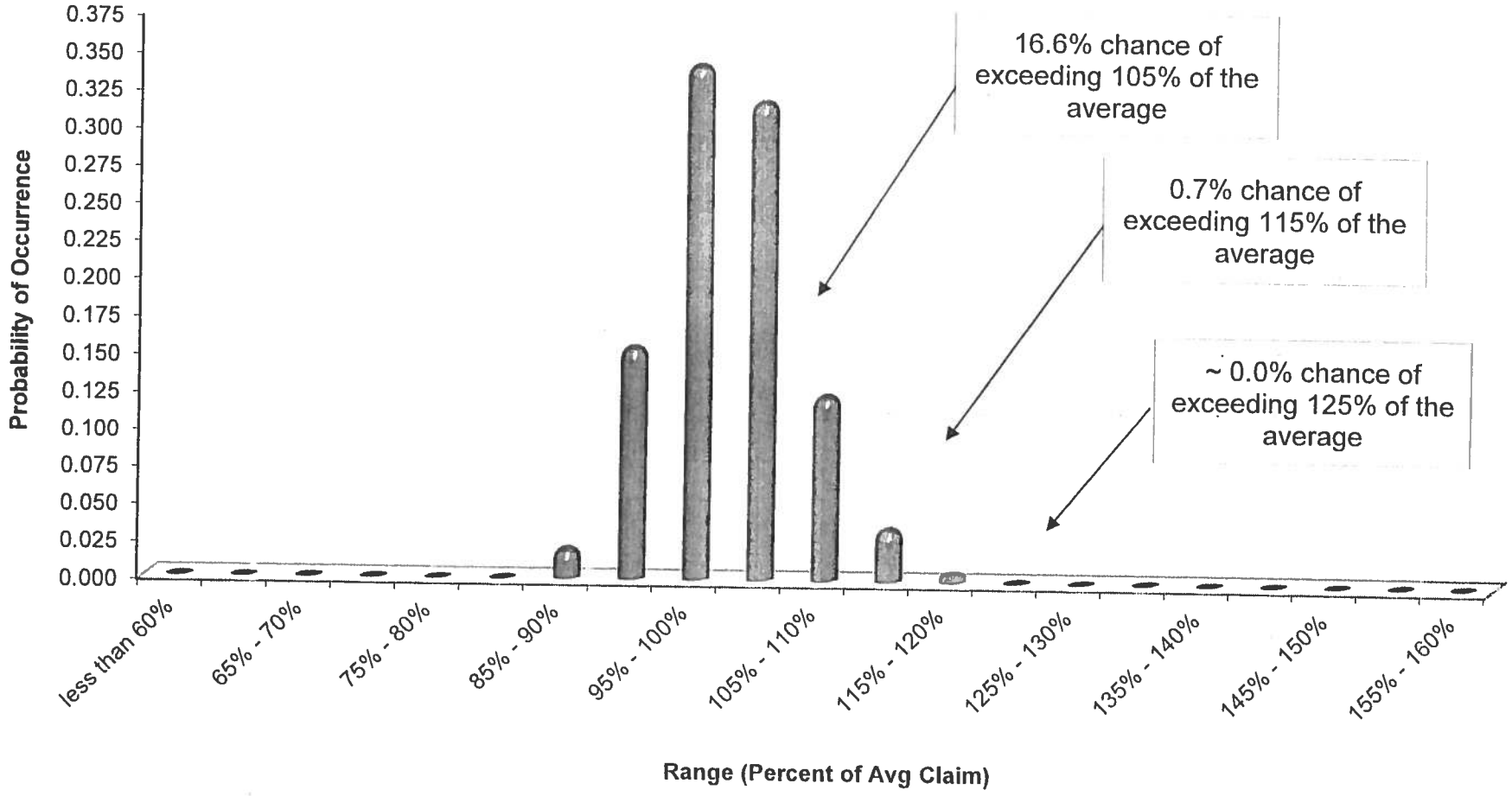
Individual Stop-Loss Comparison
Premium vs. Actual Reimbursements

~ City of Lubbock ~

	Carrier	ISL Deductible	# of Claimants	ISL Paid Premiums	Reimbursements	Dollar Difference	Paid Loss Ratio
2012	HM Life	$350,000	0	$455,962	$0	$455,962	0.0%
2013	HM Life	$350,000	0	$536,071	$0	$536,071	0.0%
2014	BCBS of TX	$350,000	1	$606,374	$59,306	$547,068	9.8%
2015 through June	BCBS of TX	$350,000	0	$333,933	$0	$333,933	0.0%
Total				**$1,932,340**	**$59,306**	**$1,873,034**	**3.1%**

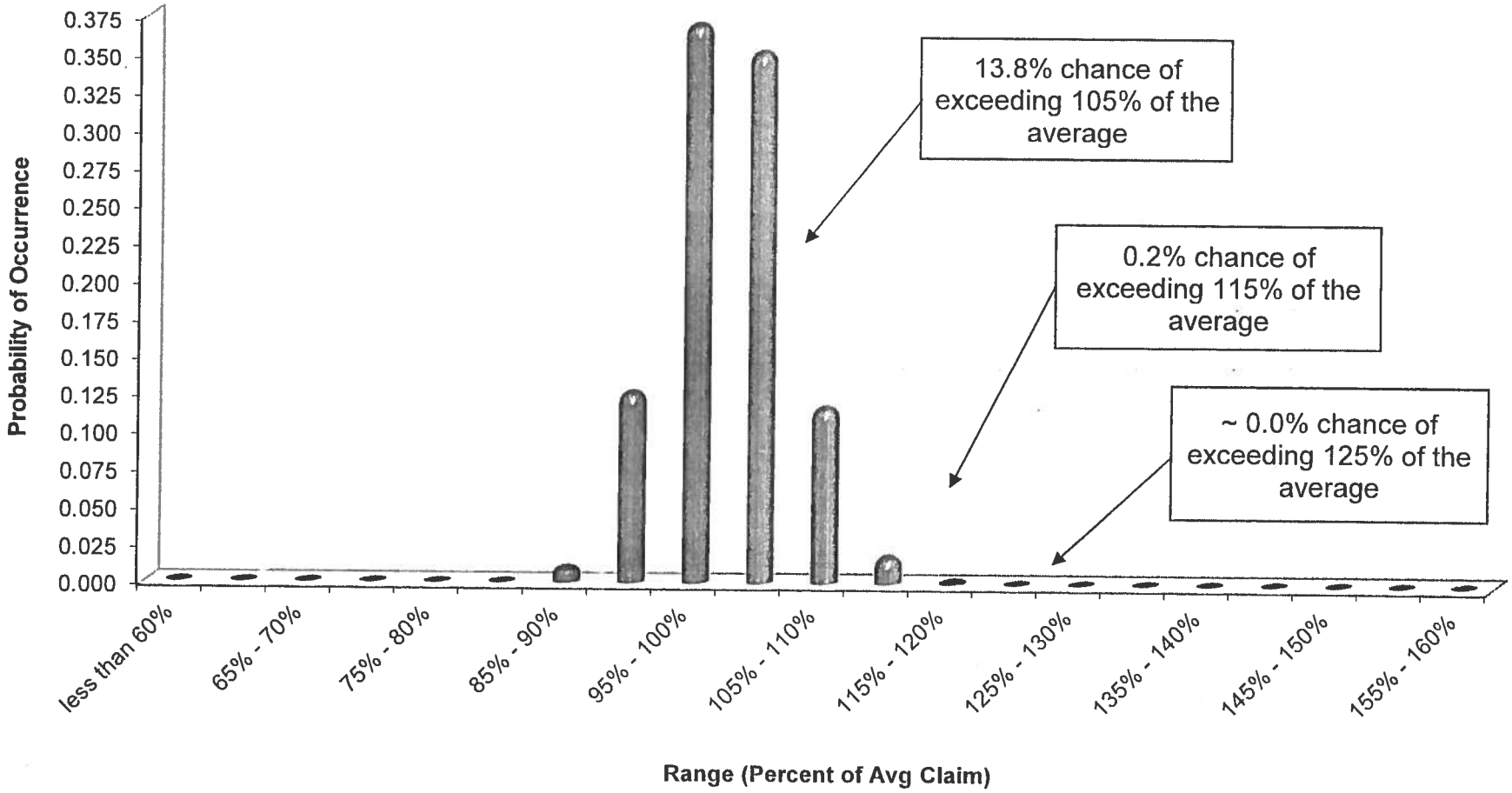
Milliman

Analysis of Aggregate Claim Variability
No Individual Stop-Loss
~ City of Lubbock ~



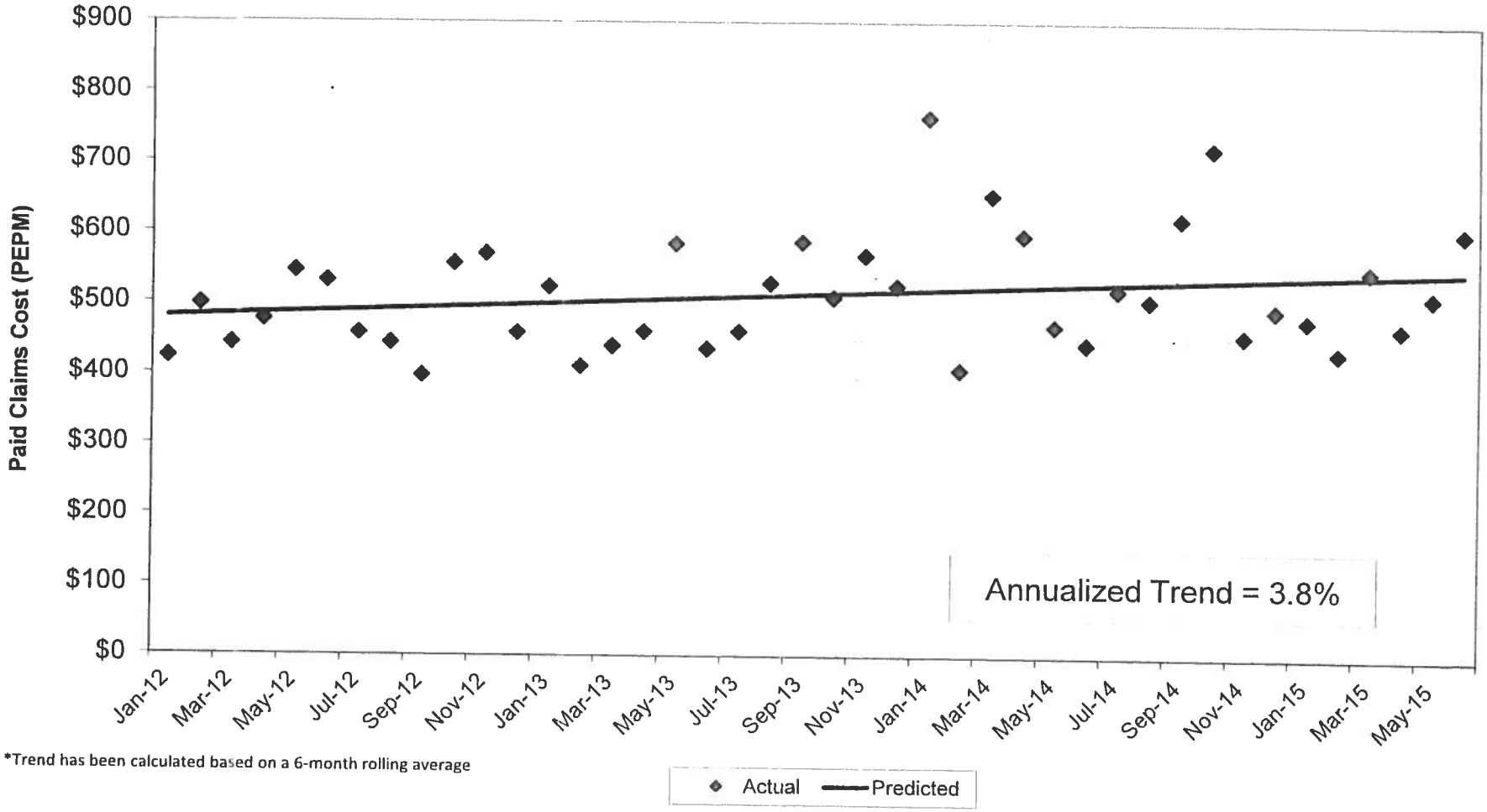
Milliman

Analysis of Aggregate Claim Variability
$350,000 Individual Stop-Loss
~ City of Lubbock ~



Milliman

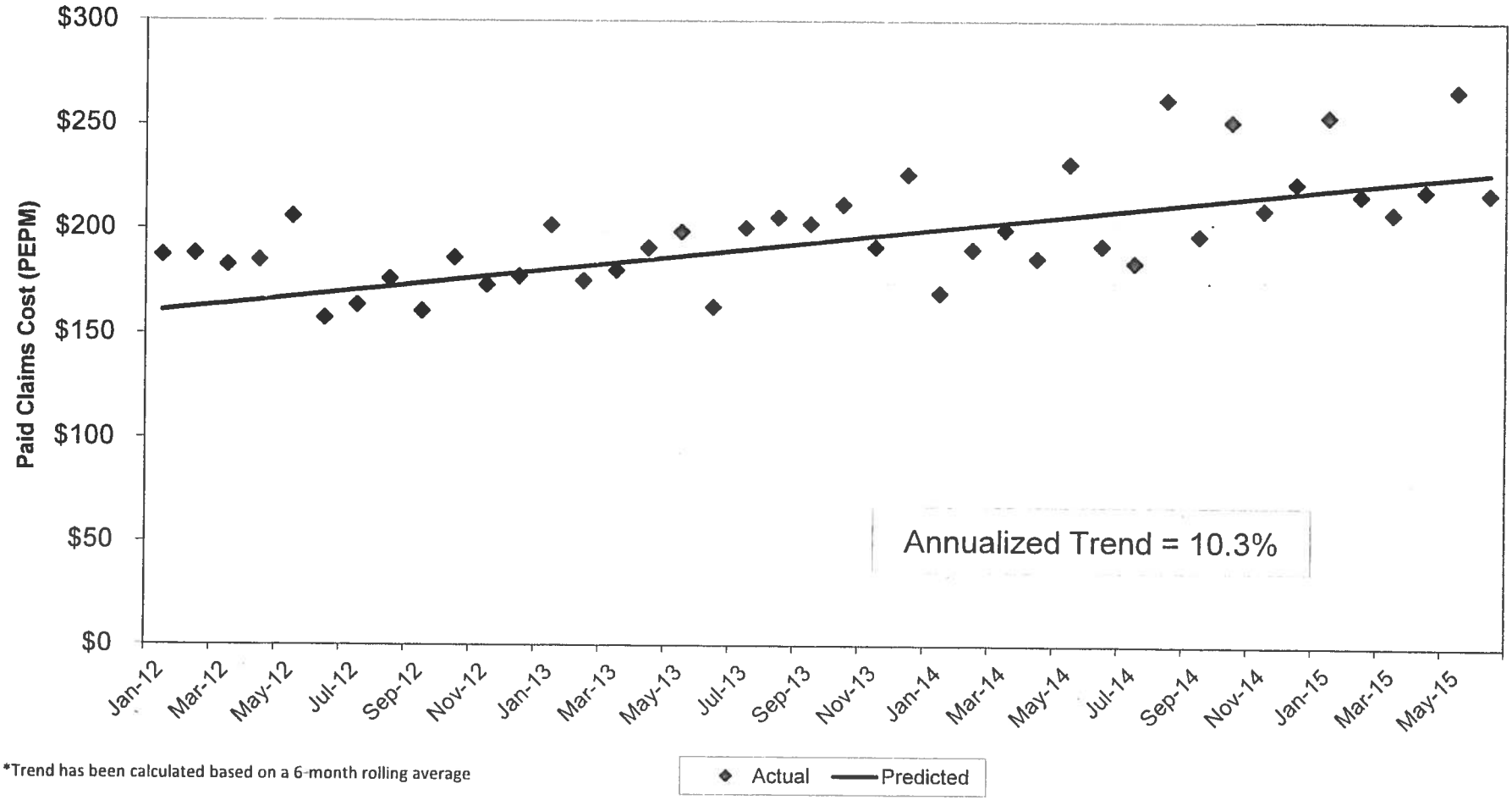
Trend Analysis - Medical (Active/COBRA only)
~ City of Lubbock ~



*Trend has been calculated based on a 6-month rolling average

Milliman

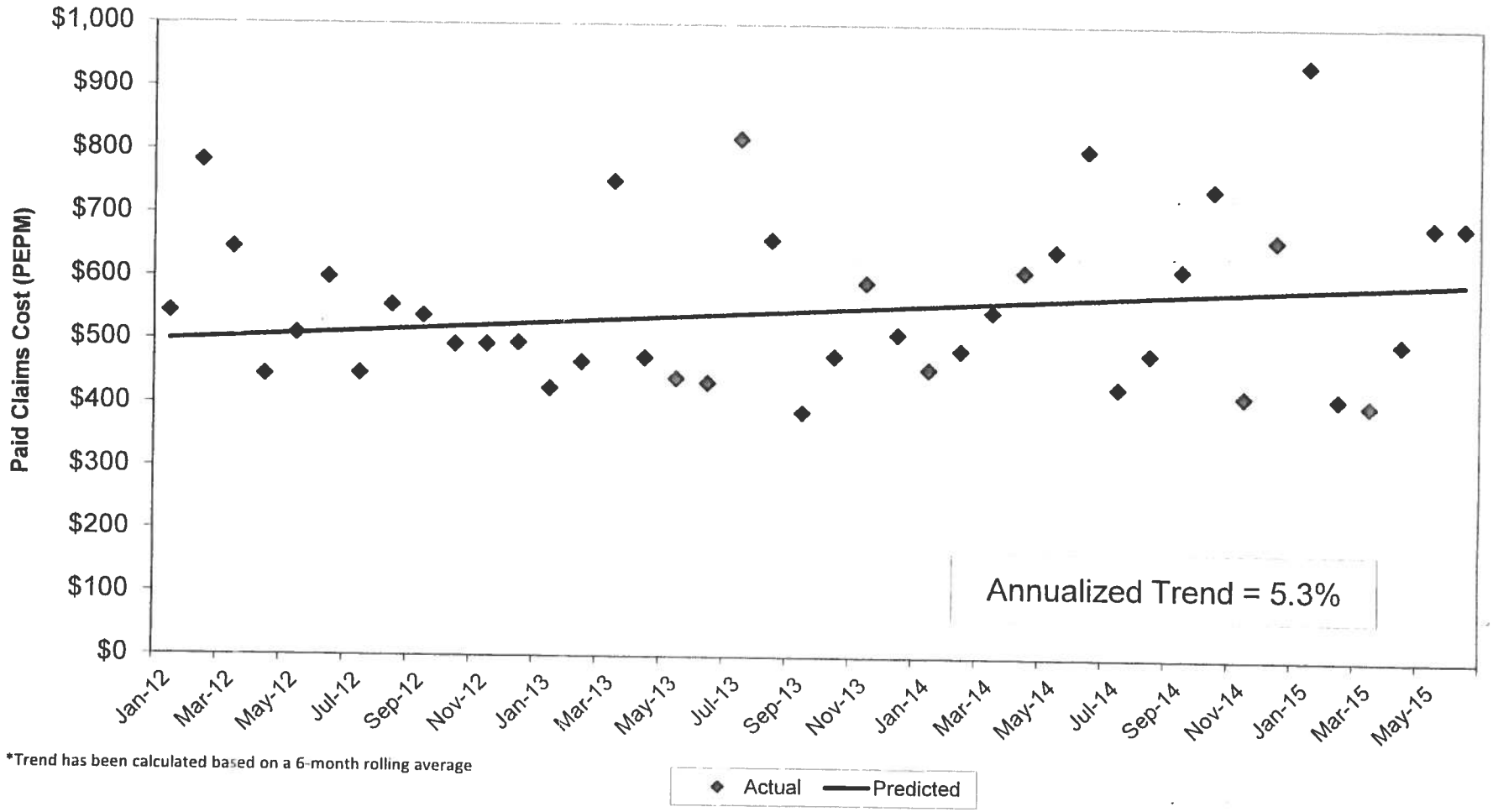
Trend Analysis - Prescription Drugs
~ City of Lubbock ~



*Trend has been calculated based on a 6-month rolling average

Milliman

Trend Analysis - Medical (Retirees only)
~ City of Lubbock ~



*Trend has been calculated based on a 6-month rolling average

Milliman

Calendar Year 2016 Medical Plans - Premium Equivalencies (Active/COBRA Only)

~ City of Lubbock ~

Assumptions: Self-Insured Plans

	Projected Enrollment	Milliman HCG Value[1]	HCG Value + Expenses	Plan Pricing Level[2] Current	Plan Pricing Level[2] Proposed
Active/COBRA	100.0%	100.0%	100.0%	100.0%	100.0%

1. Milliman HCG values are based on actual values of plan designs as determined by *Health Cost Guidelines, v 2014*

2. Current plan pricing levels are based on current premium distributions across plans. Proposed plan pricing levels are based on recommended premium distributions across plans

Tier Pricing Level[3]	EE Only	EE+Spouse	EE+Child(ren)	EE+Family
Projected Enrollment	50.1%	9.6%	14.1%	26.3%
Milliman HCG	1.000	2.135	1.674	2.971
Active/COBRA	1.000	2.147	1.663	2.979
Proposed	Equal to Current			

3. Current tier pricing levels are based on current premium distributions across plans. Proposed tier pricing levels are based on recommended premium distributions across plans

Premium Equivalency Calculations

	Monthly Premium EE Only	Monthly Premium EE+Spouse	Monthly Premium EE+Child(ren)	Monthly Premium EE+Family	Enrollment EE Only	Enrollment EE+Spouse	Enrollment EE+Child(ren)	Enrollment EE+Family	Total Annual Cost
	CY 2015				CY 2015				CY 2015
Active/COBRA	$495.85	$1,064.48	$824.53	$1,476.95	1,069	205	300	561	$21,890,520
Total									$21,890,520
	CY 2016 Proposed				CY 2016 Estimated				CY 2016 Estimated
Active/COBRA	$495.85	$1,064.48	$824.53	$1,476.95	1,069	205	300	561	$21,890,520
Total									$21,890,520
	Variance				Variance				Variance
Active/COBRA	$0.00	$0.00	$0.00	$0.00	0	0	0	0	$0
Total									$0
	Percent Change				Percent Change				Percent Change
Active/COBRA	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total									0.0%

Milliman

Calendar Year 2016 Medical Plans - Employer Subsidies and Employee Contributions (Active/COBRA Only)

~ City of Lubbock ~

Assumptions

	Employer Subsidy Level									
	CY 2015					CY 2016 Proposed				
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Total	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Total
Active/COBRA	100.0%	72.2%	72.3%	72.1%	80.2%	100.0%	72.2%	72.3%	72.1%	80.2%
Total					80.2%					80.2%

Employer Subsidies and Employee Contributions

	Employer Subsidy				Annual Cost to Employer	Employee Contribution				Annual Cost to Employees
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family		EE Only	EE+Spouse	EE+Child(ren)	EE+Family	
	CY 2015					CY 2015				
Active/COBRA	$495.85	$768.25	$596.48	$1,064.41	$17,563,595	$0.00	$296.23	$228.05	$412.54	$4,326,925
Total					$17,563,595					$4,326,925
						CY 2016 Estimated				
Active/COBRA	$495.85	$768.25	$596.48	$1,064.41	$17,563,595	$0.00	$296.23	$228.05	$412.54	$4,326,925
Total					$17,563,595					$4,326,925
	Variance					Variance				
Active/COBRA	$0.00	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0
Total					$0					$0
	Percent Change					Percent Change				
Active/COBRA	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total					0.0%					0.0%

Milliman

Calendar Year 2016 Medical Plans - Premium Equivalencies (Retirees Only)

~ City of Lubbock ~

Assumptions: Self-Insured Plans

	Projected Enrollment	Milliman HCG Value[1]	HCG Value + Expenses	Plan Pricing Level[2] Current	Plan Pricing Level[2] Proposed
Non-Medicare Retirees	40.2%	100.0%	100.0%	100.0%	100.0%
Medicare Retirees	59.8%	45.7%	49.1%	31.8%	100.0%

1. Milliman HCG values are based on actual values of plan designs as determined by Health Cost Guidelines v.2014

2. Current plan pricing levels are based on current premium distributions across plans. Proposed plan pricing levels are based on recommended premium distributions across plans

	Tier Pricing Level[3] EE Only	EE+Spouse	EE+Child(ren)	EE+Family
Projected Enrollment	48.9%	42.9%	2.5%	5.7%
Milliman HCG	1.000	2.135	1.674	2.971
Non-Medicare Retirees	1.000	2.147	1.663	2.979
Medicare Retirees	1.000	2.062	1.714	2.497
Proposed	Equal to Milliman			

3. Current tier pricing levels are based on current premium distributions across plans. Proposed tier pricing levels are based on recommended premium distributions across plans

Premium Equivalency Calculations

	Monthly Premium EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Enrollment EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Total Annual Cost
	CY 2016				CY 2016				CY 2016
Non-Medicare Retirees	$1,067.39	$2,291.41	$1,774.87	$3,179.30	122	90	15	32	$5,577,710
Medicare Retirees	$339.42	$699.89	$581.90	$847.56	193	186	1	5	$2,406,088
Total									$7,983,797
	CY 2016 Proposed (Combined Rates)				CY 2016 Estimated				CY 2016 Estimated
Non-Medicare Retirees	$749.34	$1,599.84	$1,254.39	$2,226.29	122	90	15	32	$3,905,547
Medicare Retirees	$749.34	$1,599.84	$1,254.39	$2,226.29	193	186	1	5	$5,454,944
Total									$9,360,491
	Variance				Variance				Variance
Non-Medicare Retirees	($318.05)	($691.57)	($520.48)	($953.01)	0	0	0	0	($1,672,163)
Medicare Retirees	$409.92	$899.95	$672.49	$1,378.73	0	0	0	0	$3,048,857
Total									$1,376,694
	Percent Change				Percent Change				Percent Change
Non-Medicare Retirees	(29.8%)	(30.2%)	(29.3%)	(30.0%)	0.0%	0.0%	0.0%	0.0%	(30.0%)
Medicare Retirees	120.8%	128.6%	115.6%	162.7%	0.0%	0.0%	0.0%	0.0%	126.7%
Total									17.2%

Milliman

Calendar Year 2016 Medical Plans - Employer Subsidies and Employee Contributions (Retirees Only)

~ City of Lubbock ~

Assumptions

	Employer Subsidy Level									
	CY 2015					CY 2016 Proposed				
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Total	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Total
Non-Medicare Retirees	66.1%	70.0%	65.8%	74.0%	69.5%	66.1%	70.0%	65.8%	74.0%	69.5%
Medicare Retirees	42.2%	42.4%	27.8%	30.8%	42.0%	42.2%	42.4%	27.8%	30.8%	42.0%
Total					61.2%					53.6%

Employer Subsidies and Employee Contributions

	Employer Subsidy				Annual Cost to Employer	Employee Contribution				Annual Cost to Employees
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family		EE Only	EE+Spouse	EE+Child(ren)	EE+Family	
	CY 2015					CY 2015				
Non-Medicare Retirees	$705.29	$1,602.99	$1,167.33	$2,352.75	$3,877,349	$362.10	$688.42	$607.54	$826.55	$1,700,360
Medicare Retirees	$143.17	$296.70	$162.05	$260.97	$1,011,419	$196.25	$403.19	$419.85	$586.59	$1,394,669
Total					$4,888,768					$3,096,029
						CY 2016 Estimated				
Non-Medicare Retirees	$495.13	$1,119.19	$825.01	$1,647.50	$2,714,747	$254.21	$480.65	$429.38	$578.79	$1,190,799
Medicare Retirees	$316.08	$678.21	$349.33	$685.49	$2,291,122	$433.26	$921.63	$905.07	$1,540.80	$3,163,822
Total					$5,005,869					$4,354,621
	Variance					Variance				
Non-Medicare Retirees	($210.16)	($483.80)	($342.32)	($705.25)	($1,162,602)	($107.89)	($207.77)	($178.16)	($247.76)	($509,561)
Medicare Retirees	$172.91	$381.51	$187.28	$424.52	$1,279,703	$237.01	$518.44	$485.22	$954.21	$1,769,154
Total					$117,101					$1,259,592
	Percent Change					Percent Change				
Non-Medicare Retirees	(29.8%)	(30.2%)	(29.3%)	(30.0%)	(30.0%)	(29.8%)	(30.2%)	(29.3%)	(30.0%)	(30.0%)
Medicare Retirees	120.8%	128.6%	115.6%	162.7%	126.5%	120.8%	128.6%	115.6%	162.7%	126.9%
Total					2.4%					40.7%

Milliman

Calendar Year 2016 Pricing Calculation - Dental Plans

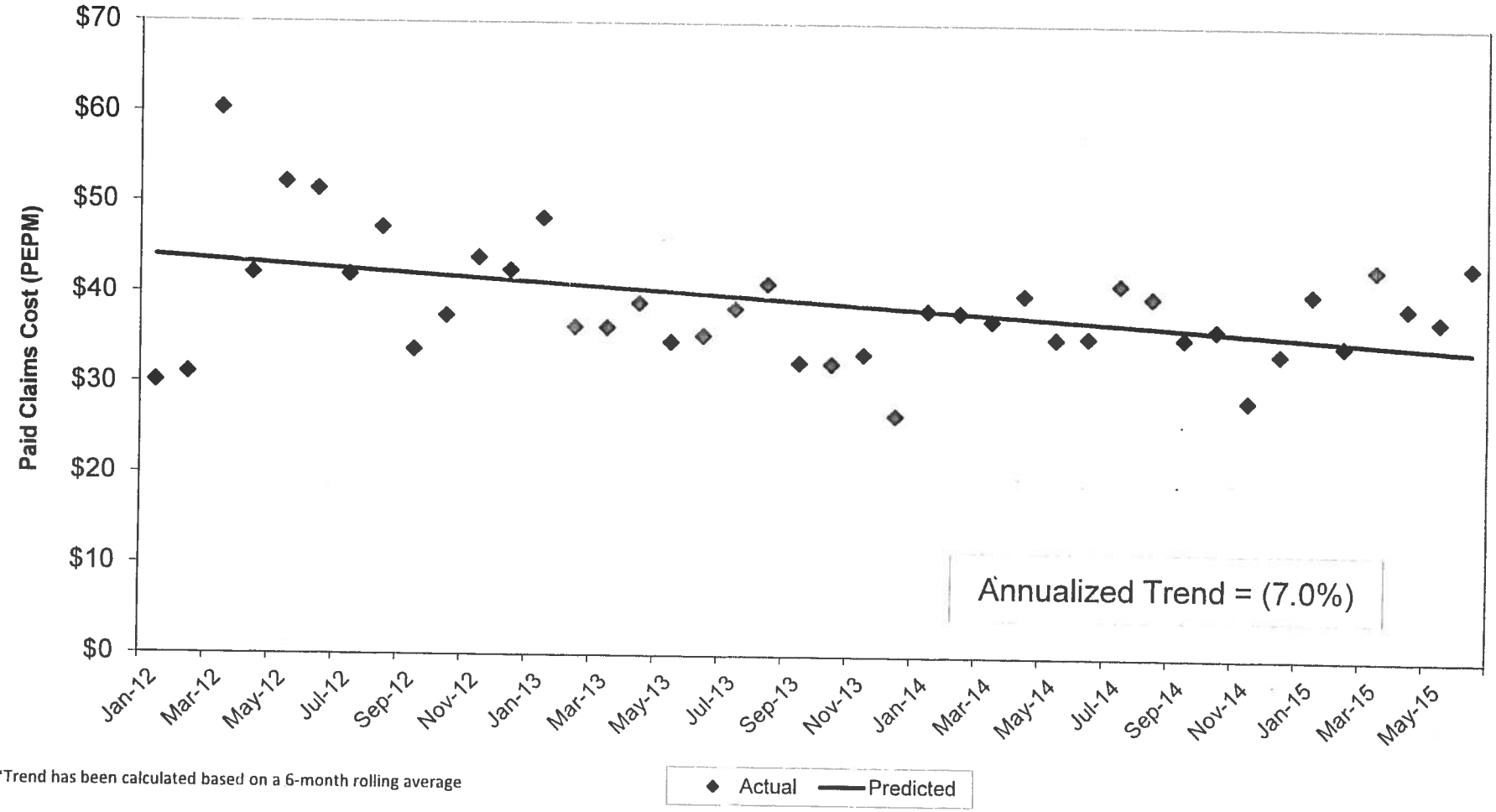
~ City of Lubbock ~

	Dental			
I. Claims Experience	**1/12-12/12**	**1/13-12/13**	**1/14-12/14**	**1/15-6/15**
Total Paid Claims	$1,094,932	$1,082,402	$1,140,884	$633,862
Enrollment (lagged for incurred basis)	2,139	2,503	2,595	2,660
Months of Experience	12	12	12	6
Incurred Claim Cost (PEPM)	**$42.65**	**$36.04**	**$36.64**	**$39.72**
II. Adjustments to Incurred Claim Cost				
1. Trend				
Annual Trend Rate	1.5%	1.5%	1.5%	1.5%
Number of Months (from midpt to midpt)	48.0	36.0	24.0	15.0
Trend Factor	1.062	1.046	1.030	1.019
2. Benefit Plan Design Factor[1]	1.000	1.000	1.000	1.000
3. Provider Discount Factor	1.000	1.000	1.000	1.000
4. Maturity Factor	1.000	1.000	1.000	1.000
Final Adjustment Factor	**1.062**	**1.046**	**1.030**	**1.019**
Expected Claims Cost after Adjustments	$45.28	$37.69	$37.75	$40.47
Credibility (Blending) Factor	5%	10%	45%	40%
III. CY 2016 Experience Rated Claims Cost (PEPM)				**$39.21**
IV. Expenses[2]				
Claims Administration & Commission				$3.20
Total Expenses				**$3.20**
V. CY 2016 Projected Premium (PEPM)				**$42.41**
Current Budgeted Premium (PEPM)[3]				$54.89
Calculated Actuarial Increase/(Decrease)				(22.7%)
VI. Recommended Increase/(Decrease)				**0.0%**

1. Based on historical plan design changes and/or enrollment shifts provided by City of Lubbock & MHBT
2. Expenses used in this calculation are based on the carrier's 2016 PY proposed expenses.
3. Derived from premium equivalencies and enrollment from the June 2015 FMR

Milliman

Trend Analysis - Dental
~ City of Lubbock ~



*Trend has been calculated based on a 6-month rolling average

Milliman

Calendar Year 2016 Dental Plans - Premium Equivalencies

~ City of Lubbock ~

Assumptions

	Projected Enrollment	Milliman DCG Value[1]	DCG Value + Expenses	Plan Pricing Level[2] Current	Plan Pricing Level[2] Proposed
Acitve/COBRA	79.4%	100.0%	100.0%	100.0%	100.0%
Retirees	20.6%	100.0%	100.0%	100.0%	100.0%

1. Milliman DCG values are based on actual values of plan designs as determined by *Dental Cost Guidelines, v 2013*

2. Current plan pricing levels are based on current premium distributions across plans. Proposed plan pricing levels are based on recommended premium distributions across plans

Tier Pricing Level[3]	EE Only	EE+Spouse	EE+Child(ren)	EE+Family
Projected Enrollment	48.9%	16.8%	11.9%	22.5%
Milliman DCG	1.000	2.043	2.421	3.804
Current Acitve/COBRA	1.000	1.335	1.268	1.590
Current Retirees	1.000	1.335	1.268	1.590
Proposed	Equal to Current			

3. Current tier pricing levels are based on current premium distributions across plans. Proposed tier pricing levels are based on recommended premium distributions across plans

Premium Equivalency Calculations

	Monthly Premium EE Only	Monthly Premium EE+Spouse	Monthly Premium EE+Child(ren)	Monthly Premium EE+Family	Enrollment EE Only	Enrollment EE+Spouse	Enrollment EE+Child(ren)	Enrollment EE+Family	Total Annual Cost
	CY 2015				CY 2015				CY 2015
Acitve/COBRA	$44.97	$60.04	$57.00	$71.48	1,055	210	300	560	$1,406,167
Retirees	$44.97	$60.04	$57.00	$71.48	252	239	18	41	$355,664
Total									$1,761,831
	CY 2016 Proposed				CY 2016 Estimated				CY 2016 Estimated
Acitve/COBRA	$44.97	$60.04	$57.00	$71.48	1,055	210	300	560	$1,406,167
Retirees	$44.97	$60.04	$57.00	$71.48	252	239	18	41	$355,664
Total									$1,761,831
	Variance				Variance				Variance
Acitve/COBRA	$0.00	$0.00	$0.00	$0.00	0	0	0	0	$0
Retirees	$0.00	$0.00	$0.00	$0.00	0	0	0	0	$0
Total									$0
	Percent Change				Percent Change				Percent Change
Acitve/COBRA	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Retirees	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total									0.0%

Milliman

Calendar Year 2016 Dental Plans - Employer Subsidies and Employee Contributions

~ City of Lubbock ~

Assumptions

	Employer Subsidy Level									
	CY 2015					CY 2016 Proposed				
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Total	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Total
Acitve/COBRA	100.0%	74.9%	78.9%	62.9%	81.6%	100.0%	74.9%	78.9%	62.9%	81.6%
Retirees	50.6%	37.9%	39.9%	31.9%	42.3%	50.6%	37.9%	39.9%	31.9%	42.3%
Total					73.6%					73.6%

Employer Subsidies and Employee Contributions

	Employer Subsidy				Annual Cost to Employer	Employee Contribution				Annual Cost to Employees
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family		EE Only	EE+Spouse	EE+Child(ren)	EE+Family	
	CY 2015					CY 2015				
Acitve/COBRA	$44.97	$44.97	$44.97	$44.97	$1,146,735	$0.00	$15.07	$12.03	$26.51	$259,432
Retirees	$22.77	$22.77	$22.77	$22.77	$150,282	$22.20	$37.27	$34.23	$48.71	$205,382
Total					$1,297,017					$464,814
	CY 2016 Proposed					CY 2016 Estimated				
Acitve/COBRA	$44.97	$44.97	$44.97	$44.97	$1,146,735	$0.00	$15.07	$12.03	$26.51	$259,432
Retirees	$22.77	$22.77	$22.77	$22.77	$150,282	$22.20	$37.27	$34.23	$48.71	$205,382
Total					$1,297,017					$464,814
	Variance					Variance				
Acitve/COBRA	$0.00	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0
Retirees	$0.00	$0.00	$0.00	$0.00	$0	$0.00	$0.00	$0.00	$0.00	$0
Total					$0					$0
	Percent Change					Percent Change				
Acitve/COBRA	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Retirees	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Total					0.0%					0.0%

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

Meeting Date: 11/05/2015

Information

Agenda Item

Resolution - Human Resources: Consider a resolution authorizing the Mayor to authorize and renew purchase of transplant insurance coverage from AIG Benefit Solutions.

Item Summary

Organ and tissue transplant insurance is a comprehensive carve-out program that allows the City to convert the unpredictable and catastrophic risk to a flat monthly cost. Stop loss insurance premiums are discounted when organ and tissue transplant coverage is carried out of a self-funded plan. AIG Benefit Solutions currently provides organ and tissue transplant insurance for the City.

The City's health plan is grandfathered under Affordable Care Act. As a grandfathered health plan, certain plan terms/changes can cause a plan to lose its status. By not continuing with this coverage, the City would lose its status as AIG Benefit Solutions provides first dollar coverage which is greater than coverage available through the health plan alone.

The City's consultant/broker, Travis Sartain with McQueary Henry Boles Troy, did not solicit quotes from other carriers as AIG Benefit Solutions did not increase the City's rates. AIG Benefit Solutions monthly rates for 2016 remain flat and are as follows:

$6.08 single rate (1,382 members)
$14.60 family rate (1,398 members)

Fiscal Impact

The amount of $345,760.32 is budgeted in the FY 2015-16 Health Benefits Fund.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution - 2016 AIG Benefit Solutions - Organ Transplant

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 renew for and on behalf of the City of Lubbock, transplant insurance coverage, by and between the City of Lubbock and AIG Benefit Solutions, with first dollar coverage pursuant to the terms and conditions attached hereto as Exhibit "A", offering the same benefits as set forth in Exhibit "A" hereto, and in a final form and substance acceptable to the City Manager and City Attorney; 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 & Risk Management

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Risk Mgmt-AIG Benefit Solutions
October 14, 2015

AIG Benefit Solutions

Jim Colwell
Underwriting Technician
AIG Benefit Solutions

800 634-7462 Telephone
714 436-3620 Facsimile

jim.colwell@AigBenefits.com

August 27, 2015

Travis Sartain
McQueary Henry Bowles Troy, LLP
8144 Walnut Hill Lane, 16th
Dallas, TX 75231

Re: Renewal of Organ & Tissue Transplant Policy

Policyholder:	City Of Lubbock
Policy Anniversary Date:	January 1, 2016
Policy Number:	947-0806

Dear Travis,

The Organ & Tissue Transplant Policy issued to the above captioned group is approaching its anniversary date, and we are looking forward to renewing it with you.

Attached is the renewal proposal for the group. If there has been a change in the group's administrator, please report it to AIG Benefit Solutions immediately, as this may alter or negate the terms of this renewal proposal. Otherwise, please respond to this letter within 15 days of the renewal date to allow us to prepare the renewal Policy in a timely manner.

Your response should include an update regarding those individuals that were originally excluded from coverage under this Policy.

In addition, please identify:

1. Any new potential transplant exposures and related medical information (clinical or case management notes - including type of transplant, date of evaluation, hospital listing and current diagnosis).
2. Any significant census changes (current and/or future).
3. Any change in the group's third party administrator.

Please forward the information requested in Items 1&2 (above) to my attention within 45 days prior to the renewal date.

Thank you very much for this opportunity to continue our relationship. Should you have any questions, please do not hesitate to call.

Sincerely,

Jim Colwell

cc: Russ Jehs, Vice President, Organ Transplant Production Manger
AIG Benefit Solutions
One MacArthur Place, 6th Floor
South Coast Metro, CA 92707

AIG Benefit Solutions

One MacArthur Place Suite 620, South Coast Metro, CA 92707 Toll Free: 800-634-7462

Organ Transplant (Specified Disease) Proposal

Employer:	CITY OF LUBBOCK	Underwriter:	Josefina Panopio
Proposal:	154625	Sales:	Guy Finley
Producer:	McQueary Henry Bowles Troy, LLP	Quote Date:	08/27/2015
Claims Admin.:	Blue Cross and Blue Shield of Texas, a division of	Quote Valid Until:	01/01/2016
Carrier:	National Union Fire Insurance	Effective Date:	01/01/2016

This proposal contemplates the utilization of the above captioned Claims Administrator. Any deviation is a material change of fact rendering this proposal null and void.

Summary of Coverage

Lifetime Maximum :	$1,000,000
Policy Deductible :	$0
Notification / Coordination :	See requirements in attached policy specimen
Transplant Benefit Period :	Evaluation through 365 days post transplant
Reimbursement :	* 100% of covered transplant-related costs, including organ procurement, when performed in-network. * 80% of covered transplant-related costs up to scheduled maximum amount per transplant when performed out-of-network (see policy)
Transportation :	$300 per day, $15,000 maximum for patient and companion. Coverage includes a separate ambulance benefit.
Experimental :	Coverage for all phases of NCI Clinical Trials
Pre-Existing Requirements :	Pre-Ex is waived for current Participants (unless they are completing an established Pre-Ex Waiting Period). However, Participants added from the acquisition of a new group, affiliate, division, and/or subsidiary, are subject to a 12 month Pre-Ex Waiting Period that begins on the date the acquisition is covered under the Policy. A Pre-Existing Condition is any condition for which the Participant has within the past 24 months: been advised that a transplant may be necessary; had a transplant consultation, workup, or evaluation; been scheduled for a transplant consultation, workup, or evaluation; received or has been listed to receive a transplant; received dialysis treatments; or been diagnosed with Chronic Kidney Disease or End Stage Renal Disease. *
Other Coverage / Services :	Please refer to policy specimen
Rate :	**$ 6.08** Single * **$ 14.60** Family *
Premium :	**$ 347,716.80**
Commission :	Rates include 0% commission

* Rates and benefits are subject to state approval, and the 24 month Pre-Ex "look-back" period may vary by state.

Russ Jehs

Vice President, Organ Transplant Product Management

No coverage of any kind is made effective by this quote transmitted. Sales Representatives, and brokers or agents, have no authority to make effective coverage, or enter into contracts on behalf of the company. Coverage will be effective only after: (1) a quotation is issued by the company; (2) a completed and signed application and disclosure is received by the company; (3) the application is approved by the company; (4) Written notice confirming effective coverage is issued by the company. This proposal supersedes all others previously issued to you, and all other Proposals and Rate Quotations previously issued to you are void.

One MacArthur Place Suite 620, South Coast Metro, CA 92707 Toll Free: 800-634-7462

Organ Transplant (Specified Disease) Proposal

Employer:	CITY OF LUBBOCK	Underwriter:	Josefina Panopio
Proposal:	154625	Sales:	Guy Finley
Producer:	McQueary Henry Bowles Troy, LLP	Quote Date:	08/27/2015
Claims Admin.:	Blue Cross and Blue Shield of Texas, a division of	Quote Valid Until:	01/01/2016
Carrier:	National Union Fire Insurance	Effective Date:	01/01/2016

This proposal contemplates the utilization of the above captioned Claims Administrator. Any deviation is a material change of fact rendering this proposal null and void.

Contingencies

For All Producers / Groups

* Explanation of any upcoming significant census changes (20%) within 30 days of effective date.
* Underwriting approval is required to increase the lifetime maximum.
* Retirees are covered.
* Contract period is for 12 months from effective date.
* Our information indicates the licensed broker for this quote/proposal is Travis Sartain with Mc & H Life Agency, Inc. Only appropriately licensed brokers can sell, solicit and negotiate insurance products with prospective AIG Benefit Solutions' customers.

For Non-Select Groups: In addition to the Information requested above, please provide the following:

(Attached Proposal is 'indication only' based on our Pooled Producer rates. The information requested below is to determine any variance from pooled rates in order to determine our final underwriting position.)

No coverage of any kind is made effective by this quote transmitted. Sales Representatives, and brokers or agents, have no authority to make effective coverage, or enter into contracts on behalf of the company. Coverage will be effective only after: (1) a quotation is issued by the company; (2) a completed and signed application and disclosure is received by the company; (3) the application is approved by the company; (4) Written notice confirming effective coverage is issued by the company. This proposal supersedes all others previously issued to you, and all other Proposals and Rate Quotations previously issued to you are void.

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call AIG Benefit Solutions' toll free number for information or to make a complaint at:

1 (888) 449-2377

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1 (800) 252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http//www.tdi.state.tx.us
E-mail:
ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES

Should you have a dispute concerning your premium or about a claim, you should contact AIG Benefit Solutions first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de teléfono gratis de AIG Benefit Solutions para informacion o para someter una queja al:

1 (888) 449-2377

Puede comunicarse con el Departamento de
Seguros de Texas para obtener informacion
acerca de companias, coberturas, derechos o quejas al:

1 (800) 252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http//www.tdi.state.tx.us
E-mail:
ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el AIG Benefit Solutions primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

TX Notice

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, New York, NY 10038
(212) 770-7000
(a capital stock company, herein referred to as the Company)

Administrative Office:
AIG Benefit Solutions
7330 Woodland Drive, Suite 250
Indianapolis, Indiana 46278
(888) 449-2377

Specified Disease Certificate
Organ & Tissue Transplant

POLICYHOLDER:	City of Lubbock
POLICYHOLDER ADDRESS:	1625 13th Street, Lubbock, TX 79401
POLICY NUMBER:	949-7643

National Union Fire Insurance Company of Pittsburgh, Pa. issues this Certificate as evidence of coverage under the Policy issued to the **Policyholder**, subject to all Policy provisions. The Policy may be amended, changed, cancelled or discontinued without the consent of any **Participant**.

THIS IS GROUP SPECIFIED DISEASE COVERAGE AND IS NOT INTENDED TO BE A MAJOR MEDICAL HEALTH PLAN. THIS COVERAGE IS INTENDED TO QUALIFY AS AN "EXCEPTED BENEFIT" UNDER FEDERAL AND STATE LAW.

THE INSURANCE POLICY UNDER WHICH THIS CERTIFICATE IS ISSUED IS NOT A POLICY OF WORKER'S COMPENSATION INSURANCE. YOU SHOULD CONSULT YOUR EMPLOYER TO DETERMINE WHETHER YOUR EMPLOYER IS A SUBSCRIBER TO THE WORKER'S COMPENSATION SYSTEM.

PLEASE READ THIS CERTIFICATE CAREFULLY FOR A FULL DESCRIPTION OF THE BENEFITS, EXCLUSIONS, AND LIMITATIONS.

This Policy is signed for the **Company** by its President and Secretary.

President

Secretary

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SCHEDULE OF BENEFITS

POLICY YEAR: January 1, 2014 through December 31, 2014

COVERED TRANSPLANTS: The following transplant procedures are covered as long as the transplant is the result of one of the Covered Specified Diseases set forth in the Appendix.

- ☒ Heart
- ☒ Lung/Double Lung
- ☒ Kidney (living or deceased donor)
- ☒ Pancreas
- ☒ Liver (living or deceased donor)
- ☒ Intestine
- ☒ Heart/ Lung
- ☒ Kidney/ Pancreas
- ☒ Kidney/Liver
- ☒ Liver/Intestine
- ☒ Pancreas/Intestine
- ☒ Liver/Pancreas/Intestine
- ☐ Other (specify):
- ☒ Autologous Bone Marrow Peripheral Stem Cell Including High Dose Chemo
- ☒ Allogeneic Bone Marrow Peripheral Stem Cell Including High Dose Chemo (related)
- ☒ Allogeneic Bone Marrow Peripheral Stem Cell Including High Dose Chemo (unrelated)
- ☒ Cord Blood Including High Dose Chemo

TRANSPLANT BENEFIT PERIOD:

The Transplant Benefit Period begins on the date of **Transplant Evaluation** for a **Covered Transplant Procedure**.

The Transplant Benefit Period ends on the earliest of the following dates:

1. The end of the 365th day following the **Covered Transplant Procedure**;
2. The date the **Participant's** Lifetime Limit has been reached under the Policy, if applicable;
3. The date the Policy terminates, but only if:
   a. The **Policyholder** cancels the Policy prior to the last day of the current **Policy Year**; or
   b. The **Participant's** Transplant Benefit Period has begun, but such **Participant** has not received a **Covered Transplant Procedure** as of the date of termination of the Policy; or
4. The date the **Participant's** COBRA benefits terminate, if applicable.
5. The date established by the Non-Performance of Covered Transplant Procedures provision.

If there is no **Transplant Evaluation**, the Transplant Benefit Period begins on the date of a **Covered Transplant Procedure**.

For a Bone Marrow/Peripheral Stem Cell Tissue Transplant, the date the tissue is re-infused is deemed to be the date of the **Covered Transplant Procedure**.

All benefits provided during a Transplant Benefit Period that extend beyond the **Policy Year** will be based on the Policy terms in effect at the start of the Transplant Benefit Period.

A Transplant Benefit Period cannot begin prior to the date the **Participant** first becomes covered under the Policy.

SCHEDULE OF BENEFITS
(Continued)

LIFETIME LIMIT: $1,000,000 for each **Participant**

The following charges are included within and reduce each **Participant's** Lifetime Limit:

1. All benefits paid on behalf of the **Participant** (including covered donor charges) under the Policy and any preceding or succeeding Organ & Tissue Transplant Policy between **us** and the **Policyholder**; and
2. All benefits paid by **us** under the "Travel, Lodging, and Meals Benefit" provision.

REIMBURSEMENT AMOUNTS:

A. PARTICIPATING PROVIDER: ..... 100% of **Covered Charges** for **Covered Transplant Services** provided through a **Participating Transplant Provider**.

B. NONPARTICIPATING PROVIDER: ..... 80% of **Covered Charges** for **Covered Transplant Services** provided through a **Nonparticipating Transplant Provider** with respect to the type of **Covered Transplant Procedure** performed. Benefits for **Covered Transplant Services** provided through a **Nonparticipating Transplant Provider** will not exceed the Maximum Amounts stated below:

COVERED TRANSPLANT PROCEDURE	MAXIMUM BENEFIT FOR ALL COVERED TRANSPLANT SERVICES PROVIDED BY A NONPARTICIPATING TRANSPLANT PROVIDER
Heart	$437,000
Lung (Single)	$261,000
Lung (Double)	$363,000
Kidney (living or deceased donor)	$156,000
Pancreas	$163,000
Liver (living or deceased donor)	$196,000
Intestine	$626,000
Heart/Lung	$495,000
Kidney/Pancreas	$200,000
Kidney/Liver	$419,000
Liver/Intestine	$700,000
Pancreas/Intestine	$668,000
Liver/Pancreas/Intestine	$716,000
Autologous Bone Marrow/Peripheral Stem Cell Including **High Dose Chemotherapy**	$175,000
Allogeneic Bone Marrow/Peripheral Stem Cell Including **High Dose Chemotherapy** - related	$297,000
Allogeneic Bone Marrow/Peripheral Stem Cell Including **High Dose Chemotherapy**- unrelated	$380,000

C. SECONDARY PAYOR: ..... When benefits under the Policy are considered secondary, as determined by the Coordination of Benefits provisions, benefit payments will be based on the lesser of: a) **Covered Charges**; or b) the negotiated amount established between the primary payor and the **Provider**.

SCHEDULE OF BENEFITS
(Continued)

ENDORSEMENTS: Yes ☒ No ☐

If yes, please specify:
Endorsement OFAC-1

POLICYHOLDER'S MEDICAL PLAN ADMINISTRATOR:

Blue Cross and Blue Shield of Texas, a division of Health Care Service Corp

BENEFIT PROVISIONS

Boldfaced terms have special meaning. Please refer to the Definitions section or Benefit Provision section for a complete description of such terms.

INSURING AGREEMENT:

Subject to all terms, conditions, limitations, and exclusions, **we** will pay **Covered Charges** incurred by **you** for **Covered Transplant Services** performed by a **Transplant Provider** that are directly related to a **Covered Transplant Procedure** resulting from one of the Covered Specified Diseases set forth in the Appendix.

NOTIFICATION REQUIREMENTS FOR TRANSPLANTS AND POTENTIAL TRANSPLANTS:

We must be notified as soon as possible by **you**, the **Policyholder**, the **Policyholder's** Medical Plan Administrator, or **your Physician** that a **Covered Transplant Procedure** is being considered in order for **you** to maximize **your** benefits under the Policy. Notification must occur before the referral is made to the Transplant Provider and services are rendered for any **Transplant Consultation** and/or **Initial Transplant Evaluation**. Failure to provide this notification may result in benefits being paid at the Nonparticipating Provider level. Notifications must be submitted to:

AIG Benefit Solutions
7330 Woodland Drive, Suite 250
Indianapolis, Indiana 46278
Attention: Transplant Nurse Advisor
(888) 449-2377

COVERED TRANSPLANT SERVICES:

The following services require <u>our prior approval</u> in order for **you** to maximize **your** benefits, and are eligible for coverage if they are provided to **you**, performed by a **Transplant Provider**, and directly related to a **Covered Transplant Procedure**. ***Complications of donation experienced by the living donor are not covered.***

You will be notified of **our** approval no later than two (2) business days following **our** receipt of all required information necessary to complete a review. Adverse determinations will be issued verbally within:

a. One (1) business day following **our** receipt of all required information necessary to complete a review for emergency care or a continued hospitalization;
b. Three (3) business days following **our** receipt of all required information necessary to complete a review for all other appeals.

We will also provide a written determination within three (3) business days following **our** verbal communication.

<u>Initial Transplant Evaluation</u>. **Initial Transplant Evaluation** means screening tests, labs, x-rays, scans, procedures (including dental evaluations, x-rays, and examinations), and consultations for **you** (and any applicable living donor) to determine if **you** are an appropriate transplant candidate.

1. <u>Initial Transplant Evaluation</u>. **Initial Transplant Evaluation** means screening tests, labs, x-rays, scans, procedures (including dental evaluations, x-rays, and examinations), and consultations for **you** (and any applicable living donor) to determine if **you** are an appropriate transplant candidate.

2. <u>Ongoing Transplant Evaluation (after you have been approved for a transplant)</u>. **Ongoing Transplant Evaluation** means screening tests, labs, x-rays, scans, procedures, and consultations that occur in order for **you** to meet the listing requirements according to the United Network for Organ Sharing (UNOS) for solid organ transplantation.

3. Work-Up. **Work-Up** means screening tests, labs, x-rays, scans, procedures, and consultations to determine the appropriateness for **your** transplantation just prior to: a) beginning High Dose Chemotherapy to be followed by bone marrow/stem cell transplantation; or b) admission for solid organ transplantation.

4. Clinical Trials. **Clinical Trials** means those services including and directly related to a **Covered Transplant Procedure** associated with **your** participation in a clinical trial which includes coverage for all **Routine Patient Costs** associated with Phases I, II, III and IV clinical trials that are federally funded or approved by one or more of the following:
   a. The National Institutes of Health, including the National Cancer Institute (NCI).
   b. The Centers for Disease Control and Prevention.
   c. The Agency for Health Care Research and Quality.
   d. The Centers for Medicare & Medicaid Services.
   e. Cooperative group or center of any of the entities described in a. through d. or the Department of Defense or the Department of Veterans Affairs.
   f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
   g. The Department of Energy.
   h. The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration.
   i. The study or investigation is a drug trial that is exempt from having such an investigational new drug application.

   Clinical trial coverage is subject to either federal or state law, whichever provides the greater benefit level. If **you** are not participating in a clinical trial, the proposed treatment plan, protocol, supply, service or drug will be subject to the **Experimental and/or Investigational Treatment** definition. In either case, coverage is dependent on being **Medically Necessary**.

5. Solid Organ Procurement. **Solid Organ Procurement** means compatibility testing and procurement expenses for living and deceased donors; donor's surgical procedure to remove the organ or tissue; and inpatient and outpatient services for living donor.

6. Bone Marrow or Stem Cell Procurement. **Bone Marrow or Stem Cell Procurement** means expenses for:
   a. Procurement from **you** for autologous bone marrow/stem cell transplant;
   b. Procurement from a living donor for allogeneic bone marrow/stem cell transplant, including compatibility testing of relatives;
   c. Testing/typing of potential unrelated donors;
   d. Tests related to the procurement of bone marrow/stem cells, including human leukocyte antigen typing;
   e. Mobilization and collection of bone marrow and/or stem cells including prescription drugs used to mobilize stem cells; and
   f. Storage (for up to 6 months) of bone marrow/stem cells (autologous or allogeneic) for future use, as long as a bone marrow/stem cell transplant has been scheduled to occur within the same 6 months; and
   g. Bone marrow/stem cell registry search expenses such as from the National Marrow Donor program (NMDP).

7. Covered Transplant Procedure. **Covered Transplant Procedure** means a **Medically Necessary** adult or pediatric human organ and tissue transplant: a) resulting from one of the Covered Specified Diseases set forth in the Appendix; and b) listed as a Covered Transplant in the Schedule of Benefits that is not **Experimental and/or Investigational Treatment**.

BENEFIT PROVISIONS
(Continued)

8. Transplant Hospitalization. **Transplant Hospitalization** means the hospitalization for the **Covered Transplant Procedure** including inpatient **Hospital** services, **Physician** services and ancillary services. For solid organ transplantation, coverage begins twenty-four (24) hours prior to the transplant procedure and includes Work-Up. Hospitalization of living solid organ donors is covered. For bone marrow/stem cell transplants, coverage begins with the Work-Up immediately prior to beginning **High Dose Chemotherapy** to include subsequent infusion of autologous or allogeneic bone marrow/stem cells. Bone marrow/stem cell transplantation may be performed as an inpatient or outpatient.

9. Follow-Up. **Follow-Up** means **Hospital** services (inpatient and outpatient), **Physician** services, labs, x-rays, procedures, and other diagnostic tests rendered by a **Transplant Provider** to determine the status of the transplanted organ or tissue after discharge from a **Transplant Hospitalization**.

10. Complications after Transplant for Recipient. **Complications after Transplant for Recipient** means services, supplies, and prescription drugs to treat complications experienced by the transplant recipient after transplant, such as:
    a. Rejection of a solid organ;
    b. Surgical complications; and
    c. Graft versus host disease of transplanted bone marrow or stem cells.

    Services may be rendered during the **Transplant Hospitalization** or after discharge from **Transplant Hospitalization**.

11. Acute Rehabilitation or Non-Acute Rehabilitation after Discharge from Transplant Hospitalization. **We** will pay for up to a total of 15 days/visits for physical rehabilitation, whether inpatient, outpatient, or in the home. In addition, for heart or lung transplant patients, **we** will pay for up to an additional 36 outpatient cardiac and/or pulmonary rehabilitation sessions.

12. Home Health Care after Discharge from Transplant Hospitalization. **We** will pay for up to a total 15 home health care visits by a registered nurse to administer intravenous drugs, train the patient (and/or family) for self-administration of drugs, wound care, or similar procedures.

13. Durable Medical Equipment after Discharge from Transplant Hospitalization. We will pay for rental of durable medical equipment after discharge from the **Transplant Hospitalization**. This benefit is limited to the lesser of a total 15 days of rental or the purchase price of such equipment.

14. Prescription Drugs. **We** will pay for immunosuppressants, prophylactic antibiotics, prophylactic antivirals and prophylactic antifungals that are **Medically Necessary** after discharge from the **Transplant Hospitalization** for up to 365 days after the date of transplantation. Drugs used to treat conditions not directly related to the **Covered Transplant Procedure** are not covered.

PRE-EXISTING CONDITION LIMITATION:

If **you** have a **Pre-existing Condition** on the **Policy Effective Date** (referred to in the Renewal Endorsement as the Original Policy Effective Date), **you** are not eligible for benefits under the Policy for the first 12 months that the Policy is in force. The **Pre-existing Condition Limitation** does not apply if **you** become eligible for coverage after the **Policy Effective Date** (or Original Policy Effective Date, if applicable), unless **you** are added to the **Medical Plan** as a result of the **Policyholder** acquiring a new group, affiliate, division, and/or subsidiary.

If **you** receive a transplant during the time that the **Pre-Existing Condition Limitation** applies to **you**, that transplant and all related charges are excluded from coverage under the Policy.

BENEFIT PROVISIONS
(Continued)

MULTIPLE TRANSPLANTS:

If you require more than one **Covered Transplant Procedure**, benefits are determined as follows:

1. **Covered Transplant Procedures** that are due to related causes are subject to the same Transplant Benefit Period established by the first **Covered Transplant Procedure**. However, if the related **Covered Transplant Procedures** are separate by at least 90 days, a separate Transplant Benefit Period will be established for each procedure.
2. **Covered Transplant Procedures** that are due to unrelated causes will each have their own Transplant Benefit Period.
3. In no event will benefits provided under the Policy exceed the **Participant's** Lifetime Limit shown in the Schedule of Benefits, regardless of the number of **Covered Transplant Procedures** performed.

NON-PERFORMANCE OF COVERED TRANSPLANT PROCEDURES:

If you have established a Transplant Benefit Period, but the **Covered Transplant Procedure** is not performed as scheduled due to **your** medical condition or death, benefits will be paid for **Covered Transplant Services** up to and until the earlier of:

1. **Your** death; or
2. The date **your Physician** decides not to perform the **Covered Transplant Procedure**.

TRANSPLANT NURSE ADVISOR:

We will assign a transplant nurse advisor to facilitate the required prior authorization of all transplant related services, transplant coverage determinations, access to transplant facilities, and ongoing patient support related to transplantation during the Transplant Benefit Period. All **Covered Transplant Services** require pre-authorization through **your** assigned Transplant Nurse Advisor. **We** may, in certain circumstances in **our** sole discretion, provide benefits for **Medically Necessary** services, supplies or drugs that would otherwise be excluded from coverage. Such services, supplies or drugs may be covered as a result of changes in standards of care and/or emerging technology not addressed in the **Policy**. If **we** provide any benefit not covered under the **Policy**, this fact shall not be used against us in any similar case and we shall not be required to extend this benefit to any other **Participant**.

BENEFIT PROVISIONS
(Continued)

TRAVEL, LODGING, AND MEALS BENEFIT:

Your Benefit. We will reimburse reasonable and necessary travel expenses, as determined by us, incurred by you and one companion (two companions if you are a minor) during a Transplant Benefit Period for travel related to a **Covered Transplant Procedure**. Travel expenses include transportation, lodging, and meals and are subject to the limits shown below.

Living Donor Benefit. We will reimburse reasonable and necessary travel expenses, as determined by us, incurred by a living donor and one companion during a Transplant Benefit Period for travel related to a **Covered Transplant Procedure**. Travel expenses include transportation, lodging, and meals and are subject to limits shown below.

Transportation includes: automobile; boat; airplane; and train. Automobile mileage reimbursement is based on current federal guidelines for mileage reimbursement.

Reimbursement for travel expenses will only be provided once we have received itemized receipts and a completed Travel Expense Form (as supplied by us).

DESCRIPTION	BENEFIT LIMIT
Lodging and meals for **you** and companion(s)	Up to $300 per day per **Covered Transplant Procedure**
Lodging and meals for living donor and companion	Up to $300 per day per **Covered Transplant Procedure**
The Maximum Travel Benefit for all eligible travel expenses (transportation, lodging, and meals) incurred by **you**, a living donor, and all eligible companions are limited to a combined Maximum Travel Benefit of $15,000 per **Covered Transplant Procedure**. These travel, lodging, and meal benefits are included within and reduce your Lifetime Limit.	

AMBULANCE BENEFIT:

In the event **you** require immediate, **Medically Necessary** ground or air (jet or helicopter) ambulance transportation to a **Transplant Provider** for treatment related to a **Covered Transplant Procedure**, we will pay the **Reasonable and Customary** travel expenses, as determined by **us**, up to the Benefit Limit specified below, for services rendered within the United States by a licensed professional ambulance service, regularly scheduled airline, air ambulance, or railroad. Ambulance transportation (ground or air) requires **our** prior approval.

BENEFIT LIMIT: Up to $25,000 per Transplant Benefit Period.

DISABILITY, LEAVE OF ABSENCE, OR LAYOFF:

If **you** are not actively at work as a result of a disability, leave of absence, Family Medical Leave (as defined by the Family Medical Leave Act of 1993), or layoff, eligibility for benefits provided under the Policy will only be extended to **you** through the earliest of:

1. The continuance period established by the underlying **Medical Plan** for such absences; or
2. The 12 month period immediately following the date **your** disability, leave of absence or layoff first began.

This provision does not apply to Retirees covered under the **Medical Plan** and the Policy, or individuals continuing benefits under COBRA or any other federally mandated program.

CLAIMS PROVISIONS

A. Filing Claims.

The Policy provides coverage for claims that are incurred within the **Policy Year** and submitted for payment within twelve (12) months following the **Date of Service**. Unless otherwise stated in the Policy, claims will not be considered for payments if received after twelve (12) months following the **Date of Service**.

Claims must be filed in a manner approved by **us**, and must include the following information:

1. **Your** name and address;
2. **Your ID** Number;
3. **Provider's** name, address, and Tax ID Number;
4. Itemized bill that includes the CPT codes or description of each charge; and
5. Diagnosis.

B. Claim Payment.

We will pay benefits for all **Covered Charges** in accordance with the terms of the Policy within 60 days after receiving all necessary information. Benefits are paid to **you** or to **your** assignee or designee. **We** may pay benefits directly to the **Provider** or to any relative **we** deem appropriate if a benefit is payable and **you** are: 1) a minor; 2) legally incapable of giving valid receipt and discharge of payment; or 3) deceased.

APPEAL AND GRIEVANCE PROCEDURES

A. **Appeal Process.** An appeal is a formal request for review of **our** determinations regarding transplant related services, including but not limited to **our** payment(s) and/or coverage denials. The following reviews are available to **you** upon filing an appeal:

1. Standard Review. A standard review of an appeal is available on a prospective or retrospective basis and must be requested by **you**, **your** designee, or **your Provider**. A standard review is available in situations wherein the timeframe for the review does not jeopardize **your** life or health. Retrospective appeals must be submitted for consideration within 180 days of the date of **our** payment (if the appeal is based upon **our** payment) or within 180 days of the date of our denial of coverage. Prospective appeals may be submitted at any time while **you** are covered under the Policy. **We** will conduct the review and provide a written determination within thirty (30) business days after receiving all necessary information to complete the review.

2. Expedited Review for Denial of Emergency Care or Continued Hospitalization. An expedited review of an appeal is only available on a prospective basis and must be requested by **you**, **your** designee, or **your Provider**. An expedited review is only available if the timeframe for the review could seriously jeopardize **your** life or health. **We** will coordinate the review and communicate the determination verbally within one (1) business day after receiving all necessary information to complete the review.

3. Independent Review. If requested, an appeal can be performed by an Independent Review Organization certified by the Texas Insurance Department. If **you** have a life-threatening condition, **you** are not required to exhaust the Standard Review requirements set forth, above. However, if you do not have a life-threatening condition, you must first exhaust the Standard Review requirements set forth above. The cost of an Independent Review is **our** responsibility.

All appeals are reviewed and determined by a Peer Reviewer, including the Independent Review. Peer Reviewers are **Physicians** who:

1. Are clinical peers;
2. Hold an active, unrestricted license to practice medicine;
3. Are in a similar specialty as typically manages the medical condition, procedure, or treatment as the treating **Physician**; and
4. Are neither the individual nor a subordinate of the individual who made the original coverage determination or denial.

B. **Grievance Process.** Grievances regarding **our** services or product may be submitted at any time during the **Policy Year**. A grievance or complaint is an expression of dissatisfaction regarding **our** products or services. **You** or **your** designee may submit a grievance verbally or in writing. Depending on the nature of the grievance and whether or not a response is requested, **we** will respond verbally and/or in writing within thirty (30) business days following receipt of the grievance. Grievances will be considered when measuring the quality and effectiveness of **our** products and services.

COORDINATION OF BENEFITS

A. APPLICABILITY

This Coordination of Benefits (COB) provision applies to this plan when a **Participant** has medical coverage under more than one plan. The terms "plan" and "this plan" are defined below. If this COB provision applies, the "Order of Benefit Determination Rules" should be reviewed first. Those rules determine whether the benefits of this plan are determined before or after those of another plan.

The benefits of this plan:

1. Shall not be reduced when this plan determines its benefits before another plan; but
2. May be reduced when another plan determines its benefits first.

B. DEFINITIONS

For purposes of this provision, the following terms apply:

Plan. The term "plan" is any of these which provide benefits or services for, or because of, medical or dental care or treatment:

1. Group insurance or group-type coverage, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. It also includes coverage other than school accident-type coverage. It does not include the Policyholder's underlying self-funded plan for which this contract is providing transplant benefits.
2. Coverage under a governmental plan, or coverage required or provided by law. This does not include a state plan under Medicaid (Title XIX, Grants to States for Medical Assistance Programs, of the United States Social Security Act, as amended).

Each contract or other arrangement for coverage under 1 or 2 is a separate plan. Also, if an arrangement has two parts and COB rules apply only to one of the two, each of the parts is a separate plan.

This Plan. The term "this plan" shall refer to the Policy that **we** issued to the **Policyholder.**

Primary Plan/Secondary Plan. The "Order of Benefit Determination Rules" state whether this plan is a primary plan or secondary plan covering the **Participant.** When this plan is a primary plan, its benefits are determined before those of the other plan and without considering the other plan's benefits. When this plan is a secondary plan, its benefits are determined after those of the other plan and may be reduced because of the other plan's benefits. When there are more than two plans covering the person, this plan may be a primary plan as to one or more other plans, and may be a secondary plan as to a different plan or plans.

Allowable Expense. The term "allowable expense" means a necessary, reasonable and customary item of expense for health care, when the item of expense is covered at least in part by one or more plans covering the **Participant** for whom claim is made.

The difference between the cost of a private hospital room and the cost of a semi-private hospital room is not considered an allowable expense under the above definition, unless the patient's stay in a private room is necessary either in terms of generally accepted medical practice, or as specifically defined in the plan.

When a plan provides benefits in the form of services, the reasonable cash value of each service rendered will be considered both an allowable expense and a benefit paid.

When benefits are reduced under a primary plan because a **Participant** does not comply with the plan provisions, the amount of such reduction will not be considered an allowable expense. Examples of such provisions are those related to second surgical opinions or precertification of admissions or services.

COORDINATION OF BENEFITS
(Continued)

Claim Determination Period. The term "claim determination period" means a calendar year. However, it does not include any part of a year during which a **Participant** has no coverage under this plan, or any part of a year before the date this COB provision or a similar provision takes effect.

C. ORDER OF BENEFIT DETERMINATION RULES

General

When there is a basis for a claim under this plan and another plan, this plan is a secondary plan which has its benefits determined after those of the other plan, unless:

1. The other plan has rules coordinating its benefits with those of this plan; and
2. Both those rules and this plan's rules require that this plan's benefits be determined before those of the other plan.

Rules

This plan determines its order of benefits using the first of the following rules that applies:

1. Non-Dependent/Dependent - The benefits of the plan which cover the **Participant** as an employee, a member, or a subscriber are determined before those of the plan that cover the **Participant** as a dependent; except that, if the **Participant** is also a Medicare beneficiary, and as a result of the rule established by Title XVIII of the Social Security and implementing regulations, Medicare is:

   a. Secondary to the plan covering the **Participant** as a dependent; and
   b. Primary to the plan covering the **Participant** as other than a dependent (e.g. a retired employee);

   then the benefits of the plan covering the **Participant** as a dependent are determined before those of the plan covering that **Participant** as other than a dependent.

2. Dependent Child/Parents Not Separated or Divorced - Except as stated in Rule 3 below, when this plan and another plan cover the same child as a dependent of different persons, called parents:

   a. The benefits of the plan of the parent whose birthday occurs earlier in a calendar year are determined before those of the plan of the parent whose birthday occurs later in that year; but
   b. If both parents have the same birthday, the benefits of the plan which covered one parent longer are determined before those of the plan which covered the other parent for a shorter period of time.

   However, if the other plan does not include the rule described in 2(a) immediately above, but instead has a rule based on gender of the parent, and if, as a result, the plans do not agree on the order of benefits, the rule in the other plan will determine the order of benefits.

3. Dependent Child/Separated or Divorced - If two or more plans cover a **Participant** as a dependent child of divorced or separated parents, benefits for the child are determined in this order:

   a. First, the plan of the parent with custody of the child.
   b. Then, the plan of the spouse of the parent with custody.
   c. Finally, the plan of the parent not having custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the health care expense of the child, and the entity obligated to pay or provide the benefits of the plan of that parent has actual knowledge of those terms, the benefits of that plan are determined first. The plan of the other parent shall be the secondary plan. This rule does not apply with respect to any claim determination period or plan year during which any benefits are actually paid or provided before the entity has that actual knowledge.

4. Joint Custody - If the specific terms of a court decree state that the parents shall share joint custody, without stating that one of the parents is responsible for the health care expenses of the child, the plans covering the child shall follow the "Order of Benefit Determination Rules" outlined in Rule 2.

5. Active/Inactive Employee - The benefits of a plan which cover a **Participant** as an employee who is neither laid off nor retired are determined before those of a plan which cover that **Participant** as a laid off or retired employee. The same would hold true if a **Participant** is a dependent of a person covered as a retiree and an employee. If the other plan does not include this rule, and if, as a result, the plans do not agree on the order of benefits, this Rule 5 does not apply.

6. Continuation Coverage - If a **Participant** whose coverage is provided under a right of continuation pursuant to federal or state law also is covered under another plan, the following shall be the order of benefit determination:

   a. First, the benefits of a plan covering the **Participant** as an employee, a member or a subscriber (or as that **Participant's** dependent).
   b. Second, the benefits under the continuation coverage.

   If the other plan does include this rule, and if, as a result, the plans do not agree on the order of benefits, this Rule 6 does not apply.

7. Longer/Shorter Length of Coverage - If none of the above rules determine the order of benefits, the benefits of the plan which covered an employee, a member, or a subscriber longer are determined before those of the plan which covered that **Participant** for the shorter term.

D. EFFECT ON THE BENEFITS OF THIS PLAN

When This Section Applies

This section applies when this plan is the secondary plan in accordance with the "Order of Benefits Determination Rules" outlined above. In that event, the benefits of this plan may be reduced under this section.

COORDINATION OF BENEFITS
(Continued)

Reduction in this Plan's Benefits

The benefits of this plan will be reduced when the sum of:

1. The benefits that would be payable for the allowable expense under this plan in the absence of this COB provision; and
2. The benefits that would be payable for the allowable expense under the other plans, in the absence of provisions with a purpose like that of this COB provision, whether or not claim is made;

exceeds the allowable expenses in a claim determination period. In that case, the benefits of this plan will be reduced so that they and the benefits payable under the other plans do not total more than the allowable expenses.

When the benefits of this plan are reduced as described above, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of this plan.

E. RIGHT TO RECEIVE AND RELEASE NEEDED INFORMATION

Certain facts are needed to apply these COB rules. We may get material facts from each person claiming benefits and also gather material facts from, or give them to, any other insurance company or health benefit plan administrator with whom we coordinate benefits.

F. FACILITY OF PAYMENT

A payment made under another plan may include an amount which should have been paid under this plan. If it does, we may pay that amount to the organization which made that payment. That amount will then be treated as though it were a benefit paid under this plan. We will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" means reasonable cash value of the benefits provided in the form of services.

If the amount of the payments made by us is more than we should have paid under this COB provision, we may recover the excess from one or more of:

1. The persons we have paid or for whom we have paid;
2. Insurance companies; or
3. Other organizations.

The "amount of the payments made" include the reasonable cash value of any benefits provided in the form of services.

EXCLUSIONS

We will not pay, in whole or in part, for any of the following:

A. Any service or supply not directly related to a **Covered Transplant Procedure**. This includes any service, supply, or prescription drug rendered to monitor or treat the underlying disease and/or an unrelated disease before or after transplant (that is not part of the actual **Covered Transplant Procedure**).
B. Services, supplies, and prescription drugs for treatment of complications related to a **Covered Transplant Procedure**, unless such complications are determined by **us** to be the immediate and direct result of a **Covered Transplant Procedure**.
C. Services, supplies and prescription drugs required to meet **Transplant Provider's** patient transplant listing requirements including, but not limited to, programs for: chemical dependency; alcoholism; smoking cessation; and weight loss.
D. Nutritional supplements including, but not limited to, full or partial oral or intravenous nutrition after discharge from a transplant hospitalization or outpatient transplant procedure.
E. Charges for any transplant related services or supplies incurred prior to the **Policy Effective Date**.
F. Charges for any transplant related services or supplies related to a transplant that results from an accident or any disease not specified in the Appendix.
G. Charges for prescription drugs incurred prior to a **Covered Transplant Procedure**, except for prescription drugs used in mobilization and/or **High Dose Chemotherapy** that is part of a **Covered Transplant Service**.
H. Charges for prescription drugs incurred after discharge from a transplant hospitalization, except for immunosuppressants, prophylactic antibiotics, prophylactic antivirals, prophylactic antifungals, and/or prescription drugs used to treat complications directly related to a **Covered Transplant Procedure**.
I. Chemotherapy and/or surgery prior to beginning **High Dose Chemotherapy** (including bone marrow/stem cell transplantation).
J. Services provided for the removal of a transplanted solid organ, unless the removal is provided during a **Covered Transplant Procedure**.
K. Services, supplies, and/or drugs provided after: 1) a transplanted solid organ has been removed from the transplant recipient; 2) a transplanted solid organ ceases to function; 3) disease has returned in a solid organ or bone marrow/stem cell transplant recipient; or 4) prescription drugs, chemotherapy, radiation or other treatment has been rendered to treat the return of disease or as a prophylactic to the return of disease.
L. Services for human leukocyte antigen typing of **you** or **your** relatives, compatibility testing, unrelated bone marrow/stem cell searches on registries, and harvest and/or storage of bone marrow/stem cells when bone marrow/stem cell transplant has not been reviewed and approved by **us**.
M. Services and supplies for immunizations.
N. Animal organ or artificial organ transplants.
O. Charges for a stand-by **Physician**, unless otherwise approved by **us**.
P. Services of a **Provider** who is a member of **your Immediate Family**.
Q. Services, supplies, or **Hospital** care which **we** determine are not **Medically Necessary** for the treatment of illness, diseased condition, or impairment, except as specifically stated as covered.
R. **Custodial Care**.
S. Hospice care.
T. Charges for any **Experimental and/or Investigational Treatment**, except as specifically stated in the Policy.
U. Charges paid or payable under Workers' Compensation.
V. Preventive or routine care (including physicals, premarital examinations, any other routine or periodic examinations), dental services and supplies, education and training, except as specifically stated as covered.
W. Research studies or screening examinations.
X. Services or supplies to the extent **you** are not legally obligated to pay for them.
Y. Expenses incurred before the **Policy Year** begins or after it ends, except as stated in the Policy.
Z. Rest cures or sanitarium care.
AA. Services or supplies furnished by any **Provider** acting beyond the scope of such **Provider's** license.
BB. Any service or supply that is a **Medicare** Part A, Part B, or Part D liability.
CC. Services or supplies received from a dental or medical department maintained by or on behalf of the **Policyholder**.
DD. Services provided by any governmental agency to the extent that **you** are not charged for them, unless otherwise required by state or federal law.
EE. Services or supplies not specifically stated as covered.

EXCLUSIONS
(Continued)

FF. Telephone consultations, charges for failure to keep a scheduled visit, or charges for completing a claim form.
GG. Recreational or diversional therapy.
HH. Materials used in occupational therapy.
II. Personal hygiene and convenience items, such as air conditioners, humidifiers, hot tubs, whirlpools, or physical exercise equipment, even if a **Provider** prescribes such items.
JJ. Services and supplies, which are eligible to be repaid under any private or public research fund whether or not such funding was applied for or received.
KK. Services and supplies for treatment of complications or diseases incurred by a living donor, including, but not limited to, increase length of hospitalization or the costs to treat any complication or disease.
LL. Services and supplies incurred by any COBRA continuee whose COBRA continuation coverage was not offered and/or elected, and premiums were not paid, within the time frames required by COBRA.
MM. **Prescription Drugs** for the treatment or prevention of a rejected organ or tissue following the end of the Transplant Benefit Period.
NN. Services and supplies of any **Provider** located outside the United States of America, except for organ or tissue procurement services, unless otherwise prohibited by United States federal law.
OO. Biological and/or mechanical devices used as a bridge to transplant unless specifically included in the Schedule of Benefits.
PP. Charges for any transplant-related services or supplies incurred during the current **Policy Year** when the transplant procedure occurred prior to the **Policy Effective Date**. However, we will make an exception to this Exclusion for **Covered Charges** related to a **Covered Transplant Procedure you** received under a previous Organ & Tissue Transplant Policy issued by **us** to the **Policyholder**, as long as:
    1. There has been no break in coverage between the Transplant Policies issued by **us**; and
    2. The **Covered Charges** are for services or supplies incurred within the Transplant Benefit Period for the **Covered Transplant Procedure**.

RIGHT TO AMEND RATES AND POLICY TERMS

We may revise the premium rates or any other terms of the Policy on the occurrence of any of the following:

A. The date the **Policyholder** amends the **Medical Plan**.
B. The date the **Policyholder** requests a benefit change in the Policy.
C. The date the **Policyholder** adds or deletes a subsidiary or affiliate.
D. The date an increase or decrease in the number of **Participants** exceeds 25% in any one month or 25% over any period of three consecutive months. The number of **Participants** will be derived from the **Policyholder's** monthly premium statements or any other reports obtained from the **Policyholder** or the **Medical Plan's Administrator**.
E. The date **we** are notified by the state in which the **Policyholder** is located of any state imposed tax or assessment for which **we** are obligated to pay.
F. The date of any change in the **Policyholder's** business that materially affects **our** risk.
G. The date it is discovered that there has been an intentional material misrepresentation or a nondisclosure of information that **we** could reasonably have expected to have been disclosed to **us** by the **Policyholder** or the **Policyholder's Medical Plan Administrator**.

TERMINATION PROVISIONS

We may, at any time, cancel benefits under the Policy for the reasons specified in the Policy.

In addition, **your** coverage shall automatically terminate on the earliest of the following dates:

A. The date the Policy is terminated, as specified in the Policy. (The **Policyholder** is responsible for notifying **you** of the termination of the Policy.)
B. The date **you** cease to be a covered **Participant**.
C. The date **we** receive written notice from **you** or the **Policyholder** instructing **us** to terminate **your** coverage. (Coverage will terminate on the date specified in the notice, if provided.)

GENERAL PROVISIONS

A. **Defined Terms.** The Policy contains certain defined terms that have been capitalized. Please refer to the Definitions section of the Policy for a complete description of such terms.

B. **Incontestability.** **We** may declare the Policy null or cancel it, if the **Application** contains an intentional material misrepresentation. However, this provision will not apply once the Policy has been in effect for two years.

C. **Representations Not Warranties.** A copy of the **Application** is attached to the Policy. All statements made by the **Policyholder** or by **Participants** applying for coverage will be considered representations and not warranties. No statement appearing on the **Application** will be used to contest the validity of the **Policyholder's** right to the benefits of the Policy, unless the **Policyholder** has been furnished a copy of the **Application**.

D. **Evidence of Insurability.** The **Policyholder** is required to provide **us** with verification that **you** are covered by the **Policyholder's Medical Plan**.

E. **Notice.** When **we** provide written notice to the **Policyholder's** last known address regarding the administration of the Policy, it is deemed to be notice to all affected parties. The **Policyholder** is responsible for giving **you** notice, if applicable.

F. **Legal Action.** No legal action may be brought under the Policy within 60 days after **we** receive a claim. No action may be brought after 3 years from the date the claim is required to be furnished to **us**.

G. **Information Release and Data Confidentiality.** The **Policyholder** and all **Participants** that need **Covered Transplant Services** must allow **us** access to medical information from all appropriate **Providers**. Such information is necessary in order for **us** to make proper benefit determinations. The information will not be used, disclosed, furnished, or made accessible to anyone other than **our** authorized employees and vendors contracted by **us** to carry out **our** obligations under the Policy. **We** and the **Policyholder** agree to establish and maintain administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the medical information.

H. **Entire Contract.** The Policy and the signed **Application** form the entire contract between the **Policyholder** and **us**. No amendment to the Policy shall be effective unless confirmed by an Endorsement issued to form a part of the Policy. No agent or representative of the **Company**, other than an executive officer, may change the Policy or waive any of its provisions. No verbal statement by any executive officer or other employee of the **Company** is binding on **us**.

I. **Clerical Error.** A clerical error made by the **Policyholder**, the **Policyholder's Medical Plan Administrator**, or **us** will not void coverage that would otherwise be in force or continue coverage that would otherwise have terminated. Any clerical error in data provided to **us** must be corrected and promptly reported to **us**. **We** will make appropriate adjustments to premiums due and/or benefit determinations. Any refund in premium due to **Policyholder** error is limited to the 12-month period prior to the date of the request for refund.

J. **Conformity with Statutes.** Any provision of the Policy that, on the **Policy Effective Date**, is in conflict with the requirements of state or federal statutes or regulations (in the applicable jurisdiction) is hereby amended to conform to the minimum requirements of such statues and regulations.

K. **Not Liable for Provider Acts or Omissions.** **We** are not responsible for the quality of care **you** receive from any **Provider**. The Policy does not give anyone any claim, right, or cause of action against **us** based on what a **Provider** of health care or supplies does or does not do.

L. **Right of Recovery.** If **we** make any payment that according to the terms of the Policy should not have been made, including payment made in error, **we** may recover that incorrect payment from any appropriate party, whether or not it was due to **our** error. If the incorrect payment was made directly to **you**, **we** may deduct it when making future payments directly to **you**.

GENERAL PROVISIONS
(Continued)

M. **Right of Reimbursement.** To the extent that benefits are provided or paid under the Policy the **Participant** agrees that if he/she fully recovers his/her damages from a third party, then **we** will be reimbursed the portion of the damages recovered for the expenses incurred by the **Participant** that were provided or paid by **us**. Recovered amounts payable to **us** are exclusive of applicable legal fees incurred by the **Participant**.

DEFINITIONS

A. **Additional Medical Coverage** – means any other insurance, other than the **Medical Plan**, that provides **you** with medical benefits covered under the Policy.

B. **Application** – means the **Policyholder's** completed Organ & Tissue Transplant Application.

C. **Company** – means National Union Fire Insurance Company of Pittsburgh, Pa.

D. **Covered Charges** – means charges incurred during a Transplant Benefit Period that are **Reasonable and Customary**, in **our** judgment, for **Covered Transplant Services**. With respect to **Providers**, a charge will not be considered **Reasonable and Customary** if it is not in conformity with one or a combination of the following:
   1. A negotiated rate based on services provided;
   2. A fixed rate per day; or
   3. The **Reasonable and Customary** allowance for similar **Providers** who perform similar **Covered Transplant Services**.

E. **Covered Transplant Procedure** – means a **Medically Necessary** adult or pediatric human organ and tissue transplant: a) resulting from one of the Covered Specified Diseases set forth in the Appendix; and b) listed as a Covered Transplant in the Schedule of Benefits that is not **Experimental and/or Investigational Treatment**.

F. **Covered Transplant Services** – means the services shown as Covered Transplant Services in the Benefit Provisions.

G. **Custodial Care** – means care and services that assist in the activities of daily living. Examples include: assistance in walking, getting in or out of bed, bathing, dressing, and using the toilet; feeding or preparation of special diets; and supervision of medication that usually can be self-administered. Custodial Care includes all homemaker services, respite care, convalescent care or extended care not requiring skilled nursing.

H. **Date of Service** – means the date when the service was actually provided or the date on which the purchase was made.

I. **Diagnostic Services** – means the following procedures that are directly related to a **Covered Transplant Procedure** and ordered by a **Provider Individual** because of specific symptoms in order to determine a definite condition or disease: (i) radiology, ultrasound, and nuclear medicine; (ii) laboratory and pathology; and (iii) EKGs, EEGs, and other electronic diagnostic medical procedures.

J. **Experimental and/or Investigational Treatment** – means any drug, device, procedure, facility, equipment, treatment plan, protocol, supply or service directly related to a **Covered Transplant Procedure** that is, in **our** sole discretion, determined that, at the time it is used, one or more of the following conditions is present:
   1. Its use requires approval by the appropriate federal or other governmental agency which has not been granted, such as, but not limited to the Federal Drug Administration (FDA).
   2. Its use is not yet recognized as acceptable medical practice throughout the United States to treat that illness; or is subject to either:
      a) A written investigational or research protocol or treatment plan; or
      b) A written informed consent or protocol used by a **Transplant Provider** in which reference is made to the drug, device, procedure, protocol, or treatment plan as being experimental, investigative, educational, for a research study, a pilot study, or posing an uncertain outcome, or having an unusual risk; or
      c) A written protocol, protocols or informed consent used by any other facility studying substantially the same drug, device, procedure or treatment which states it is experimental, investigative, educational, for a research study, or posing an uncertain outcome, or having an unusual risk; or
      d) An ongoing review by an Institutional Review Board.

DEFINITIONS
(Continued)

Drugs, devices, procedures, facilities, equipment, treatment plans, supplies, and services that fall into the categories listed above are not considered Experimental and/or Investigational if their use is recognized as acceptable medical practice throughout the United States to treat your illness as a result of:

1. The positive endorsement, recommendation, or publication of standards of care by national medical bodies or panels, including but not limited to, National Comprehensive Cancer Network (NCCN), NCI, or the National Institutes of Health; or
2. Multiple published peer review articles, in recognized professional medical journal(s), concerning such drug, device, procedure or treatment plan and reflecting its reproducibility by non-affiliated sources which we determine to be authoritative; or
3. Trial results (that adequately demonstrate safety and efficacy), which indicate the drug, device, procedure, protocol, or treatment plan is at least as clinically effective and cost effective as current standard therapy.

K. **High Dose Chemotherapy** – means the use of a chemotherapeutic agent or agents to treat cancer or cancer-like illness (with or without irradiation) in doses which exceed the FDA approved or commonly recognized dosage range for the drug or drugs employed. In order to be considered as an eligible expense, High Dose Chemotherapy must:

1. Be part of a protocol or treatment plan that includes the reinfusion of autologous bone marrow or stem cells, or infusion of allogeneic bone marrow or stem cells, immediately after the High Dose Chemotherapy regimen is completed; and
2. Be expected to result in effects upon the bone marrow which would likely be lethal if left untreated.

All drugs and/or radiopharmaceuticals are subject to the **Experimental and/or Investigational Treatment** definition in the Policy.

L. **Immediate Family** – means your spouse, parent, child, sibling, grandparent, or grandchild.

M. **Medical Plan** – means a plan of major medical benefits maintained by the **Policyholder**. It includes, but is not limited to coverage provided under: group health insurance; health maintenance organizations; self-insured plans; preferred provider organizations; prepayment coverage; any other coverage which, as defined by the Employee Retirement Income Security Act of 1974, is a labor-management trustee plan, a union welfare plan, an employee organization plan, or an employee benefit organization; any other coverage provided because of sponsorship by or membership in any other association, union, or similar organization; any government program except **Medicare** or Medicaid; the medical payments and/or no-fault provisions of automobile insurance; and any other group type coverage as permitted by law.

Medical Plan does not include benefits provided under a limited health care benefit plan (such as a critical illness, specified disease, or "mini-med"), nor benefits provided under a: dental; vision; outpatient prescription drug; and/or short-term disability plan.

N. **Medically Necessary** – means those prescription drugs, devices, procedures, treatments, services or supplies, provided by a **Provider**, which are required for treatment of the Covered Specified Disease set forth in the Appendix that requires the Covered Transplant, and are:

1. consistent with **your** diagnosis or symptoms and **you** are an appropriate candidate for the proposed treatment;
2. appropriate treatment, according to generally accepted standards of medical practice;
3. not provided only as a convenience to **you** or the **Provider**.
4. not an **Experimental and/or Investigational Treatment**; and
5. not excessive in scope, duration, or intensity to provide safe, adequate, and appropriate treatment. Any service or supply provided by a **Provider** will not be considered **Medically Necessary** if **your** symptoms or condition indicate that it would be safe to provide the service or supply in a less comprehensive setting.

The fact that a **Provider Individual** may prescribe, order, recommend, or approve a service, supply, or level of care does not, of itself, make such treatment **Medically Necessary** or make the charge a **Covered Charge**.

DEFINITIONS
(Continued)

O. **Medicare** – means the programs of health care for the aged and disabled established by Title XVIII of the Social Security Act of 1965, as amended.

P. **Member** – means an individual who is eligible for, and covered by, the **Policyholder's Medical Plan**, either as an employee, a retiree, a COBRA continuee, a member, or as a subscriber. Member does not include a dependant. Individuals that have exceeded their lifetime maximum benefit for medical benefits under the **Medical Plan** are not eligible for coverage under the Policy.

Q. **Participant** – means an individual who is eligible for, and covered by, the **Policyholder's Medical Plan**, either as an employee, a retiree, a COBRA continuee, a **Member**, a subscriber, or a dependent who is also covered under the Policy. Individuals that have exceeded their lifetime maximum benefit for medical benefits under the **Medical Plan** are not eligible for coverage under the Policy.

R. **Premium Due Date** – means the date the **Policyholder's** premium is due. The Premium Due Date is shown in the Policy Face Page.

S. **Policy Effective Date** – means the Policy Effective Date as shown on the Policy Face Page which is the date that coverage begins under the Policy.

T. **Policy Year** – means the period of time shown in the Schedule of Benefits during which the Policy is in effect. The Policy Year is subject to early termination as set forth in the Termination Provisions.

U. **Pre-existing Condition** – means any condition for which **you** have, within the 12 months prior to the Effective Date of the Policy:

1. Been advised by an attending **Physician** that a transplant evaluation or transplant may be needed (regardless of the timeframe to transplant evaluation or transplant, and regardless of the **Participant's** decision to move forward or not move forward with a **Transplant Consultation** or **Transplant Evaluation**;
2. Had a **Transplant Consultation** and/or **Transplant Evaluation** (regardless of the outcome);
3. Been scheduled to have a **Transplant Consultation** and/or **Transplant Evaluation** (regardless of when the **Transplant Consultation** and/or **Transplant Evaluation** was to be done and regardless of the outcome); and/or
4. Received, or has been listed to receive, an organ or tissue transplant.

In addition, if **you** have, within the 12 months prior to the **Policy Effective Date** of the Policy, received dialysis treatments or been diagnosed with Chronic Kidney Disease or End Stage Renal Disease (ESRD), **you** will be deemed to have a Pre-existing Condition.

If **you** are added subsequent to the **Policy Effective Date** as a result of the acquisition of a new group, affiliate, division, and/or subsidiary, Pre-existing Condition will mean those conditions listed above that occurred within the 12 months prior to **your** effective date of coverage under the Policy.

V. **Provider** – means any of the facilities and individuals listed below:

1. **Provider Facilities** – means any of the following facilities:
   a. **Clinical Laboratory** – means a laboratory that performs clinical procedures and is not affiliated or associated with a Hospital, **Physician**, or other **Provider**.
   b. **Hospital** – means a facility which is a short-term general hospital and which: (1) is primarily engaged in providing inpatient diagnostic and therapeutic services for the diagnosis, treatment, and care of injured and sick persons by or under the supervision of **Physicians**, for compensation from its patients; (2) has organized departments of medicine and major surgery; and (3) provides 24-hour nursing service by or under the supervision of registered nurses. Surgical facilities may be either on premises or in facilities available to the hospital on a prearranged basis.
   c. **Pharmacy** – means a facility licensed as a Pharmacy by the state in which it operates.

DEFINITIONS
(Continued)

d. **Transplant Provider** – means the following facilities:
   i. **Nonparticipating Transplant Provider** – Any **Provider Facility** or **Provider Individual** that has not contracted with **us** through an applicable transplant network to provide **Covered Transplant Procedures**. A **Provider Facility** or **Provider Individual** may be a **Nonparticipating Transplant Facility** with respect to: (1) certain **Covered Transplant Procedures**; or (2) all **Covered Transplant Procedures**.
   ii. **Participating Transplant Provider** – Any **Provider Facility** or **Provider Individual** contracting with **us** through an applicable transplant network to provide **Covered Transplant Procedures**. A **Provider Facility** or **Provider Individual** may be a **Participating Transplant Facility** with respect to: (1) certain **Covered Transplant Procedures**; or (2) all **Covered Transplant Procedures**.

2. **Provider Individuals** – means any of the following individuals:
   a. **Occupational Therapist** – means a person who is licensed as an Occupational Therapist by the state in which he or she practices. If that state does not issue such licenses, an Occupational Therapist is a person certified as an Occupational Therapist by an appropriate professional body.
   b. **Physical Therapist** – means a person who is licensed as a Physical Therapist by the state in which he or she practices. If that state does not issue such licenses, a Physical Therapist is a person certified as a Physical Therapist by an appropriate professional body.
   c. **Physician** – means a person performing services within the scope of his or her license, who is a duly licensed: (1) doctor of medicine (MD); (2) doctor of osteopathy (DO); (3) dentist; (4) optometrist; or (5) psychologist.
   d. **Respiratory/Inhalation Therapist** – means a person who is licensed as a Respiratory/Inhalation Therapist by the state in which he or she practices. If that state does not issue such licenses, a Respiratory/Inhalation Therapist is a person certified as a Respiratory/Inhalation Therapist by an appropriate professional body.
   e. **Speech Pathologist** and **Speech Therapist** – means a person licensed as a Speech Pathologist or Speech Therapist by the state in which he or she practices. If that state does not issue such licenses, a Speech Pathologist or Speech Therapist is a person certified as such by an appropriate professional body.

W. **Reasonable and Customary** – means with respect to the word customary, the amount charged by a majority of **Providers** in the same geographic region for similar services or supplies and/or is relative to the value and worth of similar services; and with respect to the word reasonable, a charge that meets the above criteria and, that in **our** judgment, is not an excessive amount for similar services or supplies; or a charge that merits special consideration due to complexity of treatment in the opinion of a peer review committee or consultant. Due to the lack of insurance, if a **Provider** accepts as full payment an amount less than **Reasonable and Customary**, the lesser amount will be determined to be the maximum **Reasonable and Customary** amount. Benefits will be based on the lesser of the actual billed charge or the **Reasonable and Customary** charge.

X. **Routine Patient Costs** – means those covered **Transplant Services** associated with participation in a clinical trial including and directly related to a **Covered Transplant Procedure**. Routine Patient Costs does not include:
   1. The investigational item, device, or service, itself;
   2. Items and services that are provided solely to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient; or
   3. A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis as established by **us**.

Y. **Skilled Care** – means the recognition and utilization of professional methods and procedures in the assessment, observation, or treatment of an illness. Skilled care must be performed by or under the supervision of **Provider Individuals**.

Z. **Spouse** – means a person recognized as the **Member's** spouse under the **Medical Plan**.

DEFINITIONS
(Continued)

AA. We, Us, Our – means National Union Fire Insurance Company of Pittsburgh, Pa.

BB. You, Your – means the **Participant**, as defined in the Policy.

APPENDIX - COVERED SPECIFIED DISEASES

Heart - Adult or Pediatric
Congenital heart defects or disease
Cardiomyopathy
Severe coronary artery disease
Valvular disease

Heart/Lung - Adult or Pediatric
Eisenmenger syndrome
Cystic fibrosis with compromised cardiac function
Sarcoidosis involving only the heart and lungs
Irreversible right-heart failure secondary to pulmonary hypertension

Intestinal – Adult
Crohn disease
Superior mesenteric artery thrombosis
Superior mesenteric vein thrombosis
Short Bowel Syndrome
Desmoid tumor
Volvulus
Pseudo-obstruction
Massive resection secondary to tumor
Radiation enteritis

Intestinal - Pediatric
Intestinal atresia
Gastroschisis
Crohn disease
Microvillus involution disease
Necrotizing enterocolitis
Midgut Volvulus
Chronic intestinal pseudo-obstruction
Massive resection secondary to tumor
Hirschsprung disease
Short Bowel Syndrome

Kidney – Adult
Chronic Kidney Disease
End Stage Renal Disease
Glomerulonephritis
Polycystic Kidney Disease
Renal Cell Carcinoma

Kidney - Pediatric
Congenital Nephrotic Syndrome
Polycsystic Kidney Disease
Glomerulonephritis
Wilm's Tumor
Blocked urine flow and reflux
Alport Syndrome
Lupus and other autoimmune diseases

Kidney/Pancreas or Pancreas – Adult or Pediatric
Insulin dependent (type 1, juvenile)
End stage renal disease
Chronic Severe Pancreatitis

Liver - Adult
Chronic active hepatitis
Primary biliary hepatitis
Schlerosing cholangitis
Cryptogenic cirrhosis
Hemochromatosis
Hepatacellular cancer
Wilson's Disease
Alpha-One trypsin deficiency
Chronic Budd-Chiari Syndrome
Alcoholic cirrhosis
Glycogen storage disease
Fulminant liver failure

Liver - Pediatric
Biliary atresia and similar malformations
Glycogen storage disease
Familial cholestasis (Byler's Disease)
Intrahepatic bile duct paucity (Alagille's Syndrome)
Metabolic disease
Chronic active hepatitis
Alpha-One trypsin deficiency
Wilson's Disease
Tyrosinemia

APPENDIX - COVERED SPECIFIED DISEASES
(Continued)

Lung - Adult or Pediatric
Chronic obstructive pulmonary disease
Emphysema
Primary pulmonary fibrosis
Primary pulmonary hypertension
Cystic fibrosis
Infectious pulmonary disease with bronchiectasis
Eisenmenger's syndrome
Bronchiolitis obliterans

Multi-Organ (Other)
Combinations of disease types

Autologous Bone Marrow or Peripheral Stem Cell
Hodgkin's Lymphoma
Multiple Myeloma
Non-Hodgkin's Lymphoma
Testicular Cancer
Amyloidosis
Neuroblastoma

Allogeneic Bone Marrow or Peripheral Stem Cell (Related, Unrelated, Cord Blood)
Acute Myeloid Leukemia
Acute Lymphocytic Leukemia
Chronic Lymphocytic Leukemia
Chronic Myelogenous Leukemia
Hodgkin's Lymphoma
Non-Hodgkin's Lymphoma
Acquired Hematologic Diseases (non-malignant)
- Aplastic Anemia
- Fanconi's Anemia
- Diamond-Back Syndrome

Severe Aplastic Anemia
Genetic and Immunodeficiency Diseases
- Severe Combined Immunologic Deficiency Syndrome (SCIDS)
- Thalassemia
- Sickle Cell Disease
- Mucopolysaccharidosis
- Wiskott-Aldrich Syndrome
- Niemann-Pick Disease
- Osteopetrosis
- Other metabolic storage diseases

Myelodysplastic/Myeloproliferative Syndromes

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

Meeting Date: 11/05/2015

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the Mayor to execute contract 12379 with First Choice Communications and Security Solutions for data system radio installation, RFP 15-12379-MA.

Item Summary

The Water Utilities Department uses radios to communicate operational data from remote areas such as the Bailey County Well Field to the Supervisory Control and Data Acquisition (SCADA) system that is used by water system operators to monitor conditions throughout the water system. The remote communication system is critical to the effective and efficient operations of the water system.

This Request for Proposal is for the replacement of master and field data radios used in the Bailey County water well field. The existing radios are 15 years old and have exceeded their useful service life. Exact replacement units compatible with the existing master station are no longer manufactured and are unavailable. The following three companies submitted proposals that were opened on July 30, 2015:

Company	Location
SCI Automation Systems	Mertzon, Texas
First Choice Communications and Security Solutions	Cedar Hill, Texas
South Plains Communications	Lubbock, Texas

The proposals were evaluated by a three member review committee using the following criteria: 50% price, 20% past project experience and 30% project approach. The maximum point value was 100 points for each committee member, or 300 total points. After the proposals were evaluated, the following ranking was obtained:

Company	Points
First Choice Communications and Security Solutions	218.11
SCI Automation Systems	162.00
South Plains Communications	127.67

First Choice was invited to perform a site visit to confirm installation requirements for a successful installation. A request was then submitted for a best and final offer (BAFO) to First Choice. First Choice returned their BAFO for $250,577. Staff and the evaluation committee recommend awarding this contract to the highest ranked proposal, First Choice Communications and Security Solutions for $ 250,577.

Fiscal Impact

$650,000 is appropriated in Capital Improvement Project 92396, Bailey County Well Field Data Radios, with $250,577 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - First Choice Communication & Security Solutions

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. 12379 for GE Microwave Data System Radios, by and between the City of Lubbock and First Choice Communications & Security Solutions of Cedar Hill, Tx, 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:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-First Choice Communications & Security Solutions
10.19.15

CITY OF LUBBOCK, TX
GE Microwave Data System Radios

This Service Agreement (this "Agreement") is entered into as of the **5th** day of **November 2015,** ("Effective Date") by and between **First Choice Communications & Security Solutions of Cedar Hill Texas,** (the Contractor),and the City of Lubbock (the "City").a

RECITALS

WHEREAS, the City has issued a Request for Proposals RFP 15-12379-MA for GE Microwave Data System Radios

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide GE Microwave Data System Radios, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

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

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Proposal and Best and Final Offer
4. Exhibit C – Insurance

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B, and hereto.

Article 1 Services

1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit B, to Contractor for performing services.

1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement,

without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

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

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

CONTRACTOR:

First Choice Communications & Security Solutions of Cedar Hill Texas, Authorized Representative

President

Title

GENERAL REQUIREMENTS

1 INTENT

a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to provide GE Microwave Data Systems (GE MDS) as specified herein.

b) Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.

c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2 SCOPE OF WORK

2.1 The intent of these specifications is for the purchase of licensed SD-9 data radios and master stations as manufactured by GE Microwave Data Systems (GE MDS). SD-9 radios will be used to control equipment, monitor equipment status and retrieve analog output from approximately 176 water wells located in the Bailey County wellfield. The proposed system shall provide a transparent communication medium capable of accepting any standard data format.

2.2 The City retains the right to require additional information from the bidder and to conduct necessary investigations to determine product reliability, vendor performance, and to determine the accuracy of proposal information.

2.3 The successful bidder shall be fully licensed, trained and knowledgeable regarding setup and repair of data radio equipment manufactured by GE MDS.

3.0 COMPATIBILITY WITH CURRENT SYSTEM

3.1 The GE MDS master station radios shall be installed and setup to be independent of the existing GEMDS Dual Intrepid 4.9 MHz licensed master radio system. The master stations shall be provided, installed, and setup by the successful bidder of this project.

3.2 The radio system and all components shall interface and function fully with the Supervisory Control and Data Acquisition (SCADA) system.

3.3 Each SD-9 field radio will be installed by City staff in a separate remote terminal unit (RTU) designated for each of the City's wells.

3.4 All equipment shall be new and shall be current production models. Discontinued models and models about to be discontinued are not acceptable. All products shall be factory assembled and fully tested.

4.0 MASTER STATION INSTALLATION

4.1 The successful bidder shall provide and install two master stations to interface with SD-9 field radios. One master station will be installed at the microwave shack located at the Sudan Pump Station, 2380 East Highway 84, Muleshoe, Tx. 79347.

4.2 The second master station will be installed approximately 4.5 miles south of FM 1760 on FM 1731; 34°10'39.55" N., 102°54'28.78" W., inside the City's radio building.

4.3 Master Stations shall be powered by a redundant MPR 12-36 VDC power supply module and provide 5 watts of output power.

4.4 Master stations shall be equipped with optional redundancy for Ethernet and serial ports

4.5 The following modules shall be provided as spare units in addition to those needed for proper operation:

- One MPR 12-36 VDC Power Supply Module
- One MPR Alarm and Relay Module
- One MPR Interface-Connector Module

5.0 REMOTE SD-9 FIELD RADIO

5.1 Each radio shall be furnished with din rail mounting hardware for interior cabinet mounting, any available diagnostics software, and any other accessories that may be available to allow the system and their components to operate after installation.

5.2 Each radio shall be equipped with X710 emulation mode, diagnostics software, and be equipped with two serial ports, one Ethernet port, a D/C power port for 10-30 VDC operation, and one male antenna port.

CONTRACT TERMS AND CONDITIONS

It is understood that any resulting contract executed will contain the following Indemnification and Release language:

a) Indemnification

It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by

the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

b) Release

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

c) 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.

Exhibit B

First Choice
Communications & Security Services

City of Lubbock TEXAS

GE Microwave Data System Radios

Best and Final Offer based on Site Walk Summary and Recommendations

Prepared by:
Harry Maddox
9-10-15

September 11, 2015

Marta Alvarez
City of Lubbock Purchasing Dept.
1625 13th Street, Room 204
Lubbock, Texas 79401

RE: GE Microwave Data System Radios
RFP 15-12379-MA – Best and Final Offer

Dear Mrs. Marta Alvarez:

First Choice Communications and Security Solutions (FCC) is pleased to submit this fully compliant Best and Final Offer for the GE Microwave Data System Radios to the City of Lubbock. This BAFO is based on our recent site visit. We have attached recommendations on the following pages along with our updated quote at the end of this document. As discussed with the Lubbock team, the BAFO also includes 30 SD9-MDCESNNDNN radios as spares for the department. We also recommend that the City of Lubbock procure a spare Master SD9 which is included in our BAFO.

We look forward to your feedback and acceptance of our recommendations.

Yours truly,

Rebecca Hollier
President

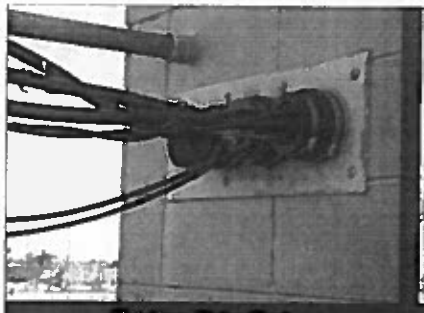
Information contained in this document is proprietary to First Choice Communications.
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Sudan Tower Site Recommendations

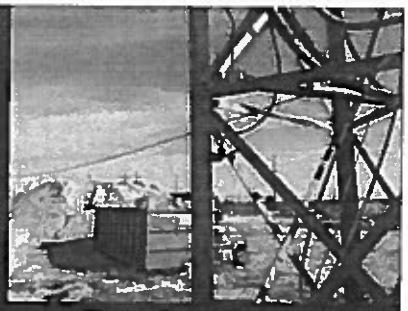
The current coax is installed using 14 AWG insulated wire. First Choice (FC) proposes to use the proper 7/8" hardline hangers which were included in our proposal. If the city prefers we can price stackable hangers for future installations.

FCC will use this leg to install the new hangers and 7/8" coax.





Existing Entry Port

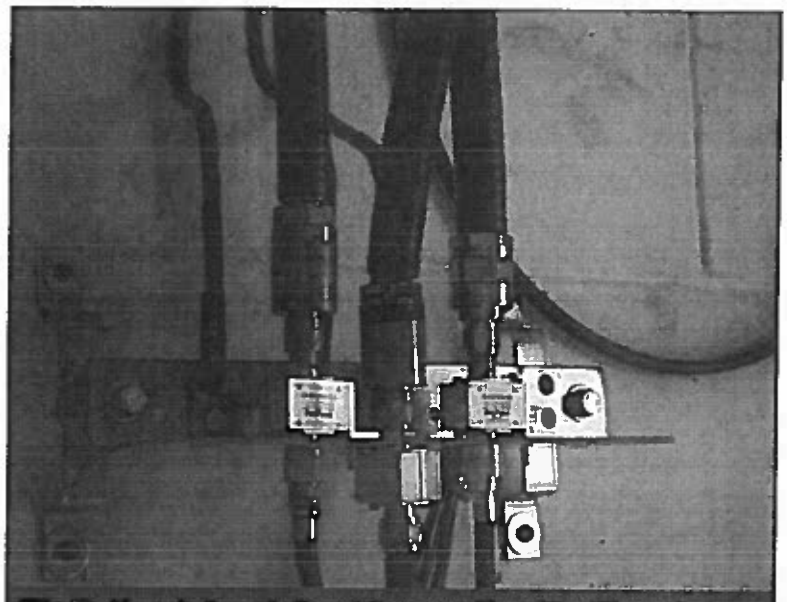


Existing Tower Grounding

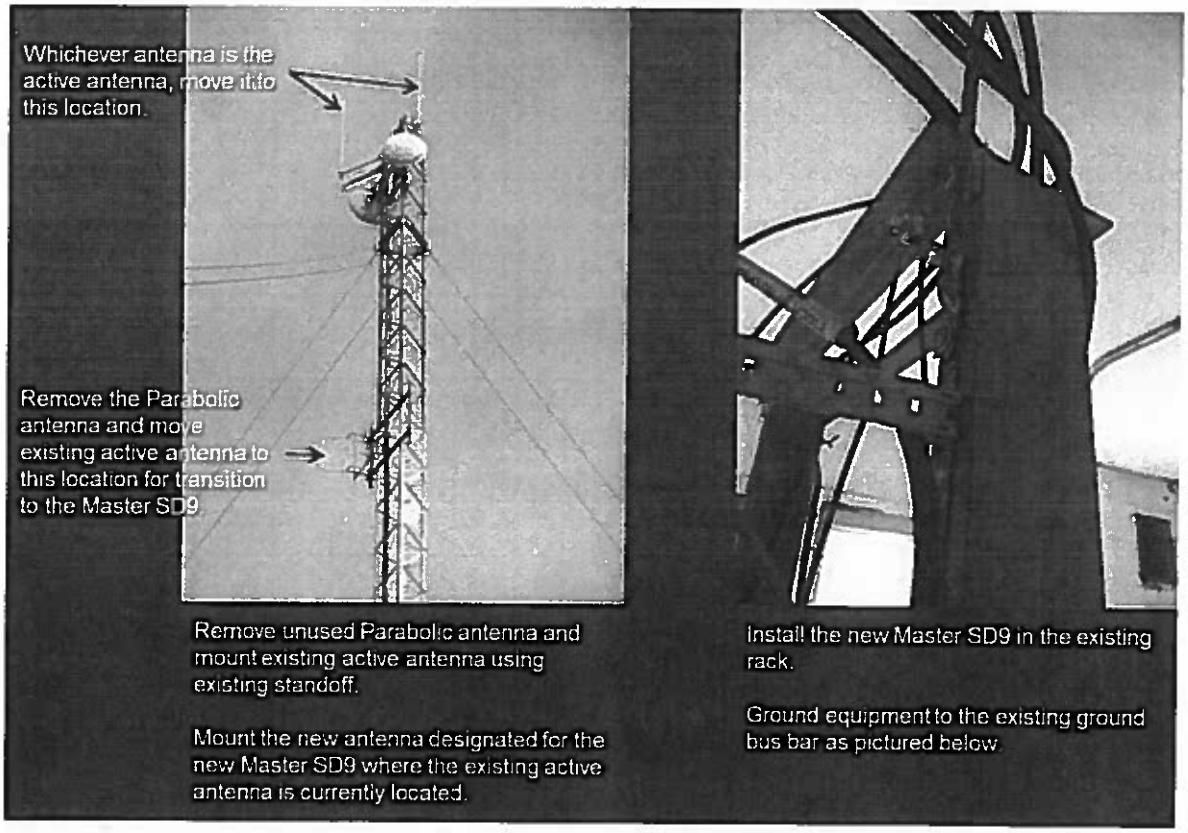


We recommend installation of a ground bus bar below the entry port and ground to existing ground for the building. The picture illustrates this type of installation with a proper drip loop for the coax

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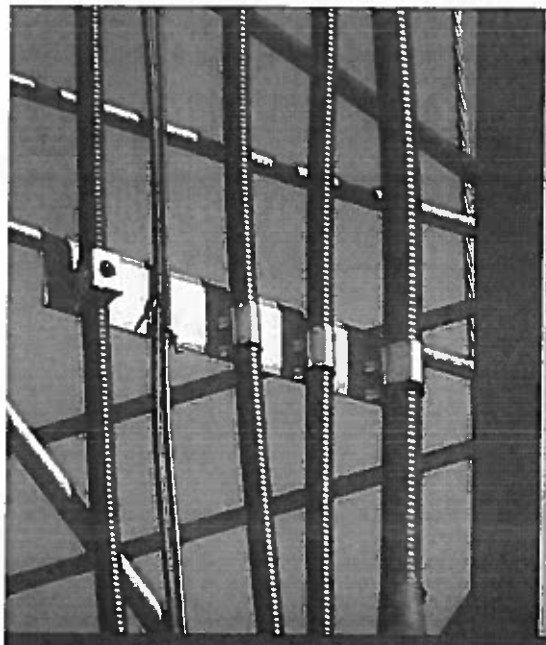


FC will add a polyphaser to the existing ground bar. We will leave the existing antenna and coax in place since it is the intention of the city to use the current equipment and transition to the new equipment.

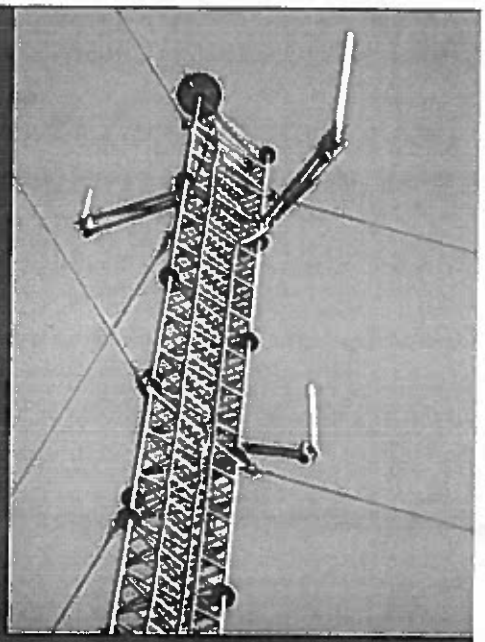


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Well 245 Tower Recommendations



Use existing coax on the tower since it was verified that this coax is less than two years old.



It was also determined that the antenna at it's current location is also relatively new. It is our recommendation to use the existing antenna.



Install new Master SD9 in existing rack and ground to existing ground bus bar.

Further recommendation is for the City to properly ground the rest of the equipment to the bus bar as discussed during the site walk.

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Best and Final Quote

FCC is pleased to offer the following BAFO on the next page in response to the scope of work described in the City of Lubbock Request for Proposal.

Information contained in this document is proprietary to First Choice Communications.
Distribution of document outside the City of Lubbock is prohibited without written consent form First Choice Communications.

500 Tidwell St.
Cedar Hill TX 75104
www.ccc411.com

Best and Final

First Choice
Communications & Security Solutions

Prepared By: *Harry Maddox*

Best and Final Offer RFP 15-12379-MA GE Microwave Data System Radios

Proposal for :	**City of Lubbock**	**Expires**	**10/31/2015**
	1625 13th Street Room 204	Date:	9/11/2015
	Lubbock TX 79401	Office Phone	806-775-3248
	Water Reclamation	Cell Phone	806-702-2522
ATTENTION:	**Marta Alvarez**	Fax	

Item #	QTY	Part #	Description	List Price	Discount %	Discounted Price	Extended Price
			Bailey County Wellfield Equipment				
1	176	SD09-MDCESNNDNN	MDS SD9 Ethernet and serial 900mHz radio, 928-960 MHz One 10/100 Base T IP/Ethernet and two serial ports, COM2 port programmable RS232/485. Includes 9710 emulation mode, AES 128 encryption and VRC. Supports packet & transparent modes and IP/Ethernet bridging. **Includes DIN rail mounting brackets.**	$ 1,480.00	30.00%	$ 1,036.00	$ 182,336.00
2	2	MPRS-9C-R-DX-S	SD9 Master Station - Redundant	$ 8,700.00	30.00%	$ 6,090.00	$ 12,180.00
3	1	03-6843A01	MPR 12-36 VDC Power supply	$ 1,400.00	30.00%	$ 980.00	$ 980.00
4	1	03-6847A01	MPR Alarm & Relay module	$ 1,400.00	30.00%	$ 980.00	$ 980.00
5	1	03-6834A01A	MPR Interface-Connector Module	$ 1,400.00	30.00%	$ 980.00	$ 980.00
6	185	AVA5-50FX	7/8" Heliax Virtual Air Coaxial cable, Low Density foam dielec., 50 ohms. Corrugated copper outer conductor, copper clad aluminum inner conductor. Black PE jack..	$ 7.27	20.00%	$ 5.81	$ 1,074.85
7	1	78EZNM	N(M) Connector for 7/8" Heliax	$ 36.02	10.00%	$ 32.41	$ 32.41
8	1	78EZNF	N(F) Connector for 7/8" Heliax	$ 37.82	10.00%	$ 34.04	$ 34.04
9	4	SG78-12B2U	SureGround for 7/8" Alum or Copper, corrugated or smooth cable w/ 48" #6 tinned copper ground wire lead. Includes 2 hole lugs and hardware.	$ 23.24	10.00%	$ 20.91	$ 83.64

500 Tidwell St.
Cedar Hill TX 75104
www.ccc411.com

First Choice
Communications & Security Solutions

Prepared By: *Harry Maddox*

Best and Final Offer RFP 15-12379-MA GE Microwave Data System Radios

Proposal for : City of Lubbock
1625 13th Street Room 204
Lubbock TX 79401
Water Reclamation

ATTENTION: Marta Alvarez

Expires 10/31/2015
Date: 9/11/2015
Office Phone 806-775-3248
Cell Phone 806-702-2522
Fax

Item #	QTY	Part #	Description	List Price	Discount %	Discounted Price	Extended Price
10	50	LMR-400	LMR-400 is a low loss braided coaxial cable. This 3/8 inch 50 Ohm coax cable has a stranded outer conductor and a bare copper center conductor. A 100 percent foil and 88 percent coverage braided shield prevents loss	$ 1.10	10.00%	$ 0.99	$ 49.50
11	4	EZ-400-NMC-2-D	EZ N Male Clamp for LMR 400	$ 20.00	10.00%	$ 18.00	$ 72.00
12	25	WSGW-2-SLT	#2 AWG Solid Tinned bare copper ground wire	$ 2.95	10.00%	$ 2.35	$ 58.75
13	25	WSGW-6-19STG	#6 AWG 19 Strand insulated ground wire. Sold per foot. Green THHN Jacket	$ 1.50	10.00%	$ 1.35	$ 33.75
14	1	GECLB62BC-10	HARGER Slotted Long Barrel Compression Lug. For #6 stranded cable. 2 hole universal lug, 1 3/8" hole & 1 slotted. 10 pk	$ 25.10	10.00%	$ 22.59	$ 22.59
15	1	GECLB22BCS	HARGER Slotted Long Barrel Compression Lug. For #2 stranded cable. 2 hole universal lug, 1 3/8" hole & 1 slotted. 10 pk	$ 25.10	10.00%	$ 22.59	$ 22.59
16	1	OGB9-915N	Katherein-Scala 870-960 MHz 9 dB omnidirectional antenna. 500 watts. N female termination Includes mounting hardware.	$ 895.00	10.00%	$ 805.50	$ 805.50
17	2	IS-50NX-C2-MA	POLYPHASER 125-1000 MHz general coverage flange mount. Max surge 50,000 amp. 600 VDC turn on. N female on equipment port, N male on antenna port	$ 62.00	10.00%	$ 55.80	$ 111.60
18	6	916625	RFS-7/8" Stackable Snap-in hanger kit. 10 pack	$ 39.55	10.00%	$ 35.60	$ 213.60
19	6	ANGLE-CLPI	RFS-Angle member adapter-SS	$ 95.30	10.00%	$ 85.77	$ 514.62

500 Tidwell St.
Cedar Hill TX 75104
www.ccc411.com

First Choice
Communications & Security Solutions

Prepared By: *Harry Maddox*

Best and Final Offer RFP 15-12379-MA GE Microwave Data System Radios

Proposal for : City of Lubbock
1625 13th Street Room 204
Lubbock TX 79401
Water Reclamation

ATTENTION: Marta Alvarez

Expires 10/31/2015
Date: 9/11/2015
Office Phone 806-775-3248
Cell Phone 806-702-2522
Fax

Item #	QTY	Part #	Description	List Price	Discount %	Discounted Price	Extended Price
20	1	WSGB-2X10-IS	Universal 2" x 10" solid copper bar. Includes 10 pairs of 7/16" pre-drilled universal lug holes. Includes insulated shelter mounting hardware.	$ 46.40		$ 46.40	$ 46.40
			LABOR				
21	1	LABOR	Tower crew work at Sudan based on site walk recommendations	$ 4,812.50		$ 4,812.50	$ 4,812.50
22	1	LABOR	Installation of 2 Master Stations as described in the RFP response including travel.	$ 6,500.00		$ 6,500.00	$ 6,500.00
23	1	SHIPPING	Freight/Shipping	$ 1,462.67		$ 1,462.67	$ 1,462.67
			Spares				
24	30	SD09-MDCESNNDNN	MDS SD9 Ethernet and serial 900mHz radio, 928-960 MHz One 10/100 Base T IP/Ethernet and two serial ports, COM2 port programmable RS232/485. Includes 9710 emulation mode, AES 128 encryption and VRC. Supports packet & transparent modes and IP/Ethernet bridging. **Includes DIN rail mounting brackets**. Price per each.	$ 1,480.00	30.00%	$ 1,036.00	$ 31,080.00
25	1	MPRS-9C-R-DX-S	SD9 Master Station - Redundant Price per each.	$ 8,700.00	30.00%	$ 6,090.00	$ 6,090.00

Terms: Net 30

Subtotal: $ 250,577.01
Sales Tax NTX
Total Investment: $ 250,577.01

CITY OF LUBBOCK, TEXAS

RFP 15-12379-MA

III. INSURANCE

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

INSURANCE COVERAGE REQUIRED

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

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

TYPE	AMOUNT
1. **Worker's Compensation**	Statutory
or	
Occupational Accident (Non Subscriber)	**$1,000,000 Aggregate**
AND	
Employers Liability	$500,000
2. **Commercial General (public) Liability** insurance including coverage for the following:	
a. Premises operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury	Combined single limit for bodily injury and property damage of $1,000,000 per occurrence or its equivalent.
3. **Comprehensive Automobile Liability insurance** a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit of $1,000,000 including bodily injury and property or its equivalent.

The City of Lubbock shall be named an additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

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

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

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

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

City of Lubbock, TX
Capital Project
Project Cost Detail
October 22, 2015

Capital Project Number:	92396
Capital Project Name:	Bailey County Well Field Data Radios

	Budget
Encumbered/Expended	
Advertising	$ 166
Agenda Item October 22, 2015	
First Choice Communications	250,577
Encumbered/Expended To Date	250,743
Estimated Costs for Remaining Appropriation	
PLC Upgrades	320,000
Misc. Expenses	79,257
Remaining Appropriation	399,257
Total Appropriation	$ 650,000

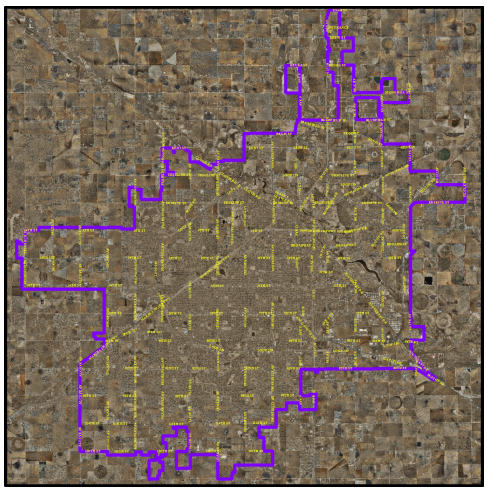
Project Name **Bailey County Well Field Data Radios** *Project Number* **92396**

Managing Department **Water Production**

Project Manager **Bruce Blalack**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope
Replace 200 data radio units in the Bailey County Wellfield (BCWF).

Project Justification
The existing data radios in the BCWF are approaching 15 years age. They are obsolete and the replacment units are no longer available.

Project History
$250,000 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
Other Activites	250,000	400,000	0	0	0	0	0	650,000
Total Project Appropriation	250,000	400,000	0	0	0	0	0	650,000

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 Water Pay-As-You-Go	250,000	0	0	0	0	0	0	250,000
FY 2016 Water Pay-As-You-Go	0	400,000	0	0	0	0	0	400,000
Total Funding Sources	250,000	400,000	0	0	0	0	0	650,000

Regular City Council Meeting **5. 8.**

Meeting Date: 11/05/2015

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the Mayor to execute contract 12483 with EMICC, Inc. for the purchase of two medium voltage motor controllers, RFP 15-12483-SS.

Item Summary

Water Utilities has numerous pump stations within the City's water distribution system. The pump stations are necessary to move water throughout the City and to maintain water system pressure.

This Request for Proposal is for the replacement of two medium voltage motor controllers that provide power and control to the distribution pumps at Pump Station 3. The existing units are approximately 50 years old and have exceeded their useful service life. Age, parts obsolescence and service conditions have declined to the point that repairs are no longer feasible. Exact replacement components are no longer manufactured and are unavailable. As a result, replacement of the existing motor controllers is necessary.

Proposals were received October 7, 2015. Proposals were submitted by the following companies:

EMICC, Inc., of Perry, GA.
Brandon & Clark, of Lubbock, TX.
Five Star Electric, of Justin, TX.

The proposals were evaluated using the following criteria: 20% similar projects, 20% knowledge and understanding of the project, 20% firm's qualifications, 20% project approach and deadlines, 10% record of past performance and 10% price. After the proposals were evaluated, the following ranking was obtained:

Company	Points
EMICC, Inc., Perry, GA	226
Brandon & Clark, Lubbock, TX	187
Five Star Electric, Justin, TX	176

A best and final offer was received from EMICC, Inc. for $70,365. Staff and the evaluation committee recommend award of this contract to the highest ranked proposal, EMICC Inc. for $70,365.

Fiscal Impact

$2,806,875 is appropriated in Capital Improvement Project 91033, Pumping System Improvements, with $70,365 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - EMICC, 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. 12483 for Medium Voltage Motor Controllers, by and between the City of Lubbock and EMICC, Inc., of Perry, GA, 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 _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.Contract-EMICC, Inc
10.20.15

Contract 12483

City of Lubbock, TX
Contract For
Medium Voltage Motor Controllers

THIS CONTRACT made and entered into this **5th** day of **November**, by and between the City of Lubbock ("City"), and **EMICC, Inc.**,("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for proposals for Medium Voltage Motor Controllers and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the proposal submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Medium Voltage Motor Controllers.

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

1. In accordance with City's general conditions and Contractor's proposal, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Medium Voltage Motor Controllers and more specifically referred to as Items One on the price sheet submitted by the Contractor or in the general requirements attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached general requirements, offer, and terms and conditions contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the Price Sheet, and General Requirements attached hereto. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	$1,000,000
Automotive Liability Combined Single Limit Any Auto	$1,000,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary and non-contributory basis, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-

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

11. The contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof of insurance from the Subcontractor that complies with all contract Insurance requirements.
12. This Contract consists of the following documents set forth herein; Request for Proposal No. 15-12483-SS, General Requirements, and the Price Sheet.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

CONTRACTOR

BY
Authorized Representative

JEFF LOEWEN
Print Name

504 VALLEY DRIVE
Address

PERRY, GA 3106
City, State, Zip Code

October 13, 2015

City of Lubbock, TX
RFP 15-12483-SS
Medium Voltage Motors Controllers

BEST AND FINAL OFFER
PRICE SHEET

Item No.	DESCRIPTION	QTY (More or Less)	UNIT COST*	EXTENDED COST	Delivery Days ARO**
1.	Medium Voltage Motor Controllers, as specified herein, as specified	2	$ 35,182 50	$ 70,365 00	110

Date: 10/14/15

Authorized Signature: _____

Print/Type Name: JEFF LOEWEN

Title: GM

1 INTENT

a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") to provide a Medium Voltage Motor Controllers

b) Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.

c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2 SCOPE OF WORK

1.0 GENERAL

The intent of these specifications is to describe **two** medium voltage motor controllers to be installed by City staff at a City of Lubbock water pumping station identified as Pump Station 3 located in Lubbock, Tx. The motor controllers shall be furnished with all necessary hardware, software, and accessories to allow the units to operate as intended after installation.

2.0 PRODUCT INFORMATION

All equipment shall be new and shall be current production models. Discontinued models and models about to be discontinued are not acceptable. All products shall be factory assembled and fully tested prior to delivery

3.0 PRODUCT DEMONSTRATION

The City of Lubbock reserves the right to receive a demonstration of the product to verify that all specified criteria can be met. The City of Lubbock also reserves the right to reject any or all bids or accept the bid deemed most advantageous to the City of Lubbock.

4.0 BID COMPLIANCE

The vendor shall comply with all specification requirements. All items on the specifications shall be addressed. Any exception to any specification or part of a specification shall be cited and explained fully in the bid. Otherwise, it is understood that all requirements will be met exactly as specified and any equipment received that does not meet the specification will be returned for full refund. Quotations on items that do not meet the minimum specifications for each type of equipment will not be considered unless those exceptions are thoroughly explained in the space provided.

5.0 PRE-MANUFACTURE SUBMITTALS

5.1 Successful proposer shall provide submittals to the Owner's Representative for review for approval prior to manufacture.

5.2 Shop Drawings shall include the following:

5.2.1 Elevation drawings showing dimensional information

5.2.2 Structure Descriptions showing
   a. Enclosure ratings
   b. Fault ratings
   c. Other information as required for approval

5.2.3 Conduit locations

5.2.4 Unit Descriptions including amperage ratings, frame sizes, trip settings, pilot devices, etc.

5.2.5 Nameplate Information

5.2.6 Schematic wiring diagrams

5.3 Product Data

5.3.1 Publications on smart motor controllers

5.3.2 Data Sheets and Publications on all major components
   a. Contactors
   b. Circuit Breaker and Fuse information including time current characteristics
   c. Control Power Transformers
   d. Pilot devices
   e. Relays
   f. Operator Interface

5.4 Spares - Recommended spare parts list shall be supplied.

5.5 Critical Spares - Spare parts that are identified as being associated with long lead times and/or are critical to the unit's operation.

5.6 Maintenance Spares - Spare parts that are identified as being required to regularly perform scheduled maintenance on their equipment. These spares include, but are not limited to, consumable spares that are required to be exchanged during scheduled maintenance periods.

5.7 Specification Response

5.7.1 Detailed response to this specification showing where in the literature and drawings each requirement is satisfied.

5.7.2 All clarifications and exceptions must be clearly identified.

5.8 Testing and Test Reports

5.8.1 Testing shall be per manufacturer's standard

5.8.2 A copy of the test reports shall be provided as part of the Closeout documentation

6.0 CLOSEOUT SUBMITTALS

6.1 Final closeout submittals shall be provided to the Owner's Representative as a packet and shall be delivered with the motor controller.

6.2 Final Drawings. The manufacturer shall provide final drawings reflecting the "As-Shipped" status of the motor controller.

6.3 Maintenance Data

1. Motor controller installation instructions and User Manual
2. Installation / Operation instructions for major components such as circuit breakers, contactors, isolation transformers, etc.
3. SMC Parameter Listing

7.0 APPLICATION #1: 3-1

7.1 Each proposal shall ensure the first controller will be compatible with the following existing motor data:

7.1.1 EM 400 HP horizontal synchronous motor to drive a potable water pump.
7.1.2 Type and Frame: F/A 3A
7.1.3 Instruction Book #60
7.1.4 Serial #101140
7.1.5 40o C Rise
7.1.6 Power factor 1.0
7.1.7 4160 Volts A/C
7.1.8 43.4 Amps
7.1.9 3 PH 60 Hz
7.1.10 1200 RPM

7.2 Existing controller currently controls exciter voltage originating from an exciter mounted to the motor. Existing exciter data is as follows:

7.2.1 DC generator (EM)
7.2.2 Frame D-19
7.2.3 Shunt wound
7.2.4 3 Kw
7.2.5 24 AMP
7.2.6 125 volts DC full load
7.2.7 Serial # D-1617-5
7.2.8 Product C-4091-71
7.2.9 Cont. Duty 40° C Rise

8.0 APPLICATION #2: 3-2

8.1 Each proposal shall ensure the second controller will be compatible with the following existing motor data:

8.1.1 G.E. 600 HP horizontal synchronous motor to drive a potable water pump.
8.1.2 Type and Frame: TS, 8309S
8.1.3 Model: 5TS830949A4
8.1.4 Serial # EC8370057
8.1.5 40o C Rise
8.1.6 Power factor 1.0
8.1.7 4160 Volts A/C
8.1.8 65.5 Amps

8.1.9 3 PH 60 Hz
8.1.10 900 RPM
8.1.11 SF 1.15

8.2 Existing controller currently utilizes an exciter mounted to the motor. Existing exciter data is as follows:
8.2.1 DC generator (G.E.)
8.2.2 Shunt wound
8.2.3 3 Kw
8.2.4 36.4 AMP
8.2.5 125 volts DC full load
8.2.6 Cont. Duty 40° C Rise

9.0 MOTOR CONTROLLER SPECIFICATIONS AND DESCRIPTION

9.1 Enclosure:

9.1.1. Shall be of steel construction
9.1.2. Shall be rated NEMA 12 with gasket for indoor dust tight application
9.1.3. Shall have removable cover plates at top and bottom to accept line, load, and control wire conduits from either entry point. Separate channels shall be provided to isolate power wiring, control wiring, and signal cables for internally supplied and field installed cables.
9.1.4. Shall have base mounting sill channels with mounting holes and removable lifting means.
9.1.5 Shall be capable of withstanding vertical or horizontal lift without sustaining damage to the cabinet or any internal components with exception to improper or careless lifting techniques used by installer
9.16 Shall have mechanical and electrical interlocks installed in a manner that:
A. Allows access to all compartments with disconnect in "open" position
B. Allows user access to low voltage compartment only while denying access to any other compartment with disconnect in "closed" position
9.1.7 All exterior and interior metal parts (except for the power cell back plates and low voltage panel) shall be painted medium light gray. All metal back plates in the power cell and low voltage compartments shall be painted high gloss white for high visibility. Hybrid epoxy powder paint -high gloss shall be used. All parts shall be painted before assembly.
9.1.8 Shall have removable covers on each end to allow access to the power bus for the purpose of joining two or more controllers together. Refer to Section 11.1.5.
9.1.9 Each cabinet shall not exceed physical dimensions of 92"H x 76"W x 31"D. The cabinet and the field discharge resistor package combined shall not exceed 112"H.
9.1.10 The enclosure shall be properly sized to dissipate the heat generated by the controller at its full ratings within the limits of the specified environmental operating conditions
9.1.11 LV door latches shall be heavy-duty ¼-turn type units.
9.1.12 Medium Voltage doors shall be held closed using not less than 3/8" bolts
9.1.13 All back plates shall be removable.
9.1.14 All equipment shall be assembled so that all components may be removed from the front of the cabinet. There will be no rear access panels required.

9.1.15 Both controllers shall be equipped with a view window that allows visual inspection and thermal inspection of the main power bus from outside of the controllers.

10.0 Exterior Components

10.1.1 The front cabinet door shall be equipped with an isolation switch and operating handle. The door must be equipped with a viewing window for visual inspection of the blades and shutter mechanism, complete with ground connection when open. The disconnect shall have locking provision in "open" position.

10.1.2 Each controller shall be equipped with proper arc flash labeling for compliance with the National Electrical Code.

10.1.3 Shall be equipped with a three position switch and legend plate for "Hand-Off-Auto" pump operation and be properly wired from the factory with provision for final field termination for SCADA remote start operation.

10.1.4 Shall be equipped with a three position switch and legend plate for "Hand-Off-Auto" discharge valve operation. City staff will perform necessary field wiring for valve operation

10.1.5 Shall be equipped with one push-button and legend plate each for start and stop pump operation in "hand".

10.1.6 Shall be equipped with one push-button and legend plate each for open and close discharge valve operation. Status pilot lights shall be included for "valve open" (red) and "valve closed" (green). City staff will perform necessary field wiring for valve status and valve operation from SCADA interface.

10.1.7 Shall be equipped with a red "pump run" indicator light to operate when run contactors are energized and a green "pump stop" indicator light when run contactors are open.

10.1.8 Shall be equipped with an Amber indicator light and legend plate for any occurring "Fault" detected by the Multilin 369 relay.

10.1.9 Shall be equipped with Multilin 369 Plus mounted in door of low voltage compartment. All alarms, trips, control, and status monitoring points associated with the Multilin relay shall be wired at the factory.

10.1.10 Shall be equipped with a full current load A\C amp meter installed on the exterior of the low voltage compartment door.

10.1.11 Shall be equipped with a D\C field amp meter installed on the exterior of the low voltage compartment door, as applicable.

10.1.12 Metering components shall be supplied to provide KWH metering by means of a pulse output. Field terminations shall be provided to allow wiring to existing SCADA system.

11.0 Interior Components

11.1.1 Each controller for both applications may be a reduced voltage reactor start system or soft start. **Neither application shall require variable frequency drive controller technology.**

11.1.2 Shall have test circuit plug with switching capability between normal and test mode. There shall be a two-pole, three-conductor (with a grounding prong) male plug to provide a means for connecting a two-pole, three-conductor receptacle from a remote 120 VAC, 50/60 Hz supply to operate the control circuit when it is in the TEST position. The plug shall be installed as a fixed receptacle and not a "pigtail" type.

11.1.3 Shall have horizontal plated copper power bus capable of supplying required load

11.1.4 Shall have copper ground bus of sufficient size for required load.

11.1.5 Each controller shall be equipped with transition bus bar sections that allow joining two or more controllers together when positioned side by side. Each controller shall have removable cover plate sections that allow transition bus sections to be field installed.

11.1.6 Shall have three current limiting power fuses rated for the load

11.1.7 Shall have three current transformers rated for the load

11.1.8 Shall have control circuit transformers with secondary voltage of **120 VAC** fused on primary and secondary side.

11.1.9 The start and run contactors shall be equipped with two sets of normally open and two sets of normally closed auxiliary dry contacts

11.1.10 If proposal of the motor controllers include a requirement for removal of the existing exciter package from the end of the motor, this requirement shall be clearly stated in the submittal drawings and proposal.

11.1.11 Multilin 369 or approved equal motor protection relay shall be installed on each controller for motor protection with the protection parameters listed below fully programmed and operational. If a motor protection relay from a manufacturer other than G.E. Multilin 369 is approved, then only that relay shall be supplied, not BOTH.

Protection Elements

OVERLOAD/STALL/THERMAL MODEL

Curve Shape: .....1 to 15 standard, customs
Curve Biasing: .....unbalance, temperature, hot/cold ratio, cool time constants
Pickup Level: .....adjustable 1.01 to 1.45 × FLA
Overload Class Adjustable to include Class10, 20, and 30
Pickup Accuracy: .....as per phase current inputs
Dropout Level:.....96 to 98% of pickup
Timing Accuracy:.....±100 ms or ±2% of total trip time

THERMAL CAPACITY ALARM

Pickup Level: .....1 to 100% TC in steps of 1
Pickup Accuracy: .....±2%
Dropout Level:.....96 to 98% of pickup
Timing Accuracy:.....±100 ms

OVERLOAD ALARM

Pickup Level: .....1.01 to 1.50 × FLA in steps of 0.01
Pickup Accuracy: .....as per phase current inputs
Dropout Level:.....96 to 98% of pickup
Time Delay:.....0.1 to 60.0 s in steps of 0.1
Timing Accuracy:.....±100 ms or ±2% of total trip time

SHORT CIRCUIT

Pickup Level: .....2.0 to 20.0 × CT in steps of 0.1
Pickup Accuracy: .....as per phase current inputs
Dropout Level:.....96 to 98% of pickup
Time Delay:.....0 to 255.00 s in steps of 0.01 s
Backup Delay: .....0.10 to 255.00 s in steps of 0.01 s
Timing Accuracy:.....+50 ms for delays <50 ms

±100 ms or ±0.5% of total trip time

MECHANICAL JAM
Pickup Level: .....1.01 to 6.00 × FLA in steps of 0.01
Pickup Accuracy: .....as per phase current inputs
Dropout Level:.....96 to 98% of pickup
Time Delay:.....0.5 to 125.0 s in steps of 0.5
Timing Accuracy:.....±250 ms or ±0.5% of total trip time

UNDERCURRENTS
Pickup Level: .....0.10 to 0.99 × FLA in steps of 0.01
Pickup Accuracy: .....as per phase current inputs
Dropout Level:.....102 to 104% of pickup
Time Delay:.....1 to 255 s in steps of 1
Start Delay:.....0 to 15000 s in steps of 1
Timing Accuracy:.....±500 ms or ±0.5% of total time

UNBALANCE
Pickup Accuracy: .....±2%
Dropout Level:.....1 to 2% below pickup
Time Delay: .....1 to 255 s in steps of 1
Start Delay:.....0 to 5000 s in steps of 1
Timing Accuracy:.....±500 ms or ±0.5% of total time

G/51G 50N/51N GROUND FAULT
Pickup Level: .....0.10 to 1.00 × CT for 1 A/5 A CT
0.25 to 25.00 A for 50:0.025 CT
Pickup Accuracy: .....as per ground current inputs
Dropout Level:.....96 to 98% of pickup
Time Delay: .....0 to 255.00 s in steps of 0.01 s
Backup Delay: .....0.01 to 255.00 s in steps of 0.01 s
Timing Accuracy:.....+50 ms for delays <50 ms
±100 ms or ±0.5% of total trip time

ACCELERATION TRIP
Pickup Level: .....motor start condition
Dropout Level:.....motor run, trip or stop condition
Time Delay: .....1.0 to 250.0 s in steps of 0.1
Timing Accuracy:.....±100 ms or ±0.5% of total time

RTD AND RRTD PROTECTION
Pickup Level: .....1 to 200°C or 34 to 392°F
Pickup Accuracy:.....2°C or 4°F
Dropout Level:.....96 to 98% of pickup above 80°C
Time Delay: .....<5 s

OPEN RTD ALARM
Pickup Level: .....detection of an open RTD
Pickup Accuracy: .....>1000 Ω
Dropout Level:.....96 to 98% of pickup
Time Delay: .....<5 s

SHORT/LOW TEMP RTD ALARM
Pickup Level: .....<–40°C or –40°F
Pickup Accuracy:.....2°C or 4°F
Dropout Level:.....96 to 98% of pickup
Time Delay: .....<5 s

LOSS OF RRTD COMMS ALARM
Pickup Level: .....no communication
Time Delay: .....2 to 5 s

UNDERVOLTAGES
Pickup Level: .....0.50 to 0.99 × rated in steps of 0.01
Pickup Accuracy: .....as per phase voltage inputs
Dropout Level:.....102 to 104% of pickup
Time Delay: .....0.0 to 255.0 s in steps of 0.1
Start Delay:.....separate level for start conditions
Timing Accuracy:.....+75 ms for delays <50 ms
±100 ms or ±0.5% of total trip time

OVERVOLTAGES
Pickup Level: .....1.01 to 1.25 × rated in steps of 0.01
Pickup Accuracy: .....as per phase voltage inputs
Dropout Level:.....96 to 98% of pickup
Time Delay: .....0.0 to 255.0 s in steps of 0.1
Timing Accuracy:.....±100 ms or ±0.5% of total trip time

PHASE REVERSAL
Pickup Level: .....phase reversal detected
Time Delay:.....500 to 700 ms

UNDERFREQUENCIES
Pickup Level: .....20.00 to 70.00 Hz in steps of 0.01
Pickup Accuracy: .....±0.02 Hz
Dropout Level:.....0.05 Hz
Time Delay:.....0.0 to 255.0 s in steps of 0.1
Start Delay:.....0 to 5000 s in steps of 1
Timing Accuracy:.....±100 ms or ±0.5% of total trip time

OVERFREQUENCIES
Pickup Level: .....20.00 to 70.00 Hz in steps of 0.01

Pickup Accuracy: .....±0.02 Hz
Dropout Level:.....0.05 Hz
Time Delay:.....0.0-255.0 s in steps of 0.1
Start Delay:.....0-5000 s in steps of 1
Timing Accuracy:.....±100 ms or ±0.5% of total trip time

LEAD POWER FACTOR
Pickup Level: .....0.99 to 0.05 in steps of 0.01
Pickup Accuracy: .....±0.02
Dropout Level:.....0.03 of pickup
Time Delay:.....0.1 to 255.0 s in steps of 0.1
Start Delay:.....0 to 5000 s in steps of 1
Timing Accuracy:.....±300 ms or ±0.5% of total trip time

LAG POWER FACTOR
Pickup Level: .....0.99 to 0.05 in steps of 0.01
Pickup Accuracy: .....±0.02
Dropout Level:.....0.03 of pickup
Time Delay:.....0.1 to 255.0 s in steps of 0.1
Start Delay:.....0 to 5000 s in steps of 1
Timing Accuracy:.....±300 ms or ±0.5% of total trip time

POSITIVE REACTIVE POWER
Pickup Level: .....1 to 25000 in steps of 1
Pickup Accuracy: .....±2%
Dropout Level:.....96 to 98% of pickup
Time Delay:.....0.1 to 255.0 s in steps of 0.1
Start Delay:.....0 to 5000 s in steps of 1
Timing Accuracy:.....±300 ms or ±0.5% of total trip time

NEGATIVE REACTIVE POWER
Pickup Level: .....1 to 25000 kvar in steps of 1
Pickup Accuracy: .....±2%
Dropout Level:.....96 to 98% of pickup
Time Delay:.....0.1 to 255.0 s in steps of 0.1
Start Delay:.....0 to 5000 s in steps of 1
Timing Accuracy:.....±300 ms or ±0.5% of total trip time

UNDERPOWER
Pickup Level: .....1 to 25000 kW in steps of 1
Pickup Accuracy: .....±2%
Dropout Level:.....102 to 104% of pickup
Time Delay:.....0.5 to 255.0 s in steps of 0.5
Start Delay:.....0 to 15000 s in steps of 1
Timing Accuracy:.....±300 ms or ±0.5% of total trip time

REVERSE POWER
Pickup Level: .....1 to 25000 kW in steps of 1

Pickup Accuracy: .....±2%
Dropout Level:.....96 to 98% of pickup
Time Delay: .....0.5 to 30.0 s in steps of 0.5
Start Delay:.....0 to 50000 s in steps of 1
Timing Accuracy:.....±300 ms or ±0.5% of total trip time

DIFFERENTIAL SWITCHES
Time Delay: .....<200 ms

SPEED SWITCH
Time Delay: .....0.5 to 100.0 s in steps of 0.5
Timing Accuracy:.....±200 ms or ±0.5% of total trip time

GENERAL SWITCH
Time Delay: .....0.1 to 5000.0 s in steps of 0.1
Start Delay:.....0 to 5000 s in steps of 1
Timing Accuracy:.....±200 ms or ±0.5% of total trip time

DIGITAL COUNTER
Pickup: .....on count equaling level
Time Delay: .....<200 ms

BACKSPIN DETECTION
Dynamic BSD:.....20 mV to 480 V RMS
Pickup Level: .....3 to 120 Hz in steps of 1
Dropout Level:.....2 to 30 Hz in steps of 1
Level Accuracy: .....±0.02 Hz
Timing Accuracy:.....±500 ms or ±0.5% of total trip time

11.1.12 In addition to the above mentioned protection elements, the following monitoring elements shall be provided and programmed into the Multilin 369 relay for this application:

Monitoring Elements
STARTER FAILURE
Pickup level: .....motor run condition when tripped
Dropout level:.....motor stopped condition
Time delay:.....10 to 1000 ms in steps of 10
Timing accuracy:.....±100 ms

CURRENT DEMAND ALARM
Demand period: .....5 to 90 min. in steps of 1
Pickup level: .....0 to 65000 A in steps of 1
Pickup accuracy: .....as per phase current inputs
Dropout level:.....96 to 98% of pickup
Time delay :.....<2 min.

KW DEMAND ALARM
Demand period: .....5 to 90 min. in steps of 1

Pickup level: .....1 to 50000 kW in steps of 1
Pickup accuracy: .....±2%
Dropout level:.....96 to 98% of pickup
Time delay:.....<2 min.

Kvar DEMAND ALARM
Demand period: .....5 to 90 min. in steps of 1
Pickup level: .....1 to 50000 kvar in steps of 1
Pickup accuracy: .....±2%
Dropout level: .....96 to 98% of pickup
Time delay: .....<2 min.

KVA DEMAND ALARM
Demand period: .....5 to 90 min in steps of 1
Pickup level:.....1 to 50000 kVA in steps of 1
Pickup accuracy:.....±2%
Dropout level: .....96 to 98% of pickup
Time delay: .....<2 min.

TRIP COUNTER
Pickup: .....on count equaling level
Time delay: .....<200 ms

COMMUNICATIONS

The Multilin 369 (or approved equivalent) shall be equipped with the most current software and firmware revisions. Programming software and any necessary computer interface equipment shall be included with the delivery of the motor controller or shipped separately on the same shipment date as the controller. The motor protection relay shall be equipped with the following communications package as minimum:

FRONT PORT
Type: .....RS232, non-isolated
Baud rate: .....4800 to 19200
Protocol:.....Modbus® RTU
BACK PORTS (3)
Type: RS485
Baud rate: .....1200 to 19200
Protocol:.....Modbus® RTU
36V isolation (together)
PROFIBUS (OPTIONS P AND P1)
Type: RS485
Baud rate: .....1200 baud to 12 Mbaud
Protocol:.....Profibus-DP
Profibus-DPV1
Connector Type:.....DB9 Female
MODBUS/TCP ETHERNET (OPTION E)
Connector type:.....RJ45

Protocol:.....Modbus/TCP

DEVICENET (OPTION D)
DeviceNet CONFORMANCE TESTED™
Connector type:.....5-pin linear DeviceNet plug (phoenix type)
Baud rate: .....125, 250, and 500 kbps
Protocol:.....DeviceNet
Bus-Side Current Draw:.....85mA (Typical), 100mA (Max)
FIBER OPTIC PORT (OPTION F)
Optional use:.....RTD remote module hookup
Baud rate: .....1200 to 19200
Protocol:.....Modbus® RTU
Fiber sizes: .....50/125, 62.5/125, 100/140, and 200 µm
Emitter fiber type: .....820 nm LED, multimode
Link power budget:
Transmit power: .....–20 dBm
Received sensitivity: .....–30 dBm
Power budget: .....10 dB
Maximum optical input power: .....–7.6 dBm
Typical link distance: .....1.65 km
Typical link distance is based upon the following assumptions for system loss. As actual losses vary between installations, the distance covered will vary.
Connector loss: .....2 dB
Fiber loss: .....3 dB/km
Splice loss: .....One splice every 2 km at 0.05 dB loss/splice
System margin: .....3 dB additional loss added to calculations to compensate for all other losses.

11.1.13 The following metering parameters shall also be installed and functional:

Phase current for AB, BC, AC, A-N, B-N, and C-N
Phase volts for AB, BC, AC, A-N, B-N, and C-N
Power meter for monitoring leading and lagging power factor.
Solid state watt-hour meter shall be installed and shall have dry contact outputs suitable for connection to SCADA.

11.1.14 Shall be equipped with vacuum style draw out contactors rated for the load

12.0 INSTALLATION

12.1 The City will, at its own expense, install the controllers and perform all necessary field wiring.
12.2 It shall be the responsibility of the supplier to coordinate delivery time and place with the City's representative.
12.3 If start up services are required by the manufacturer in order to maintain compliance with factory warranty, the vendor shall include manufacturer start- up service costs with the bid package as an added option.
12.4 Vendor shall include warranty policies with their bid. Warranty shall not be less than one year from date of start-up.

13.0 DRAWINGS AND BOOKS

13.1 Vendor shall furnish owner with three copies of all O&M manuals, as built drawings and schematics for each controller (one copy shall be on CD ROM, if available)

13.2 Vendor shall furnish three copies of each of the O&M manuals and drawings of added components (for example, Multilin, GE CR192, MPM, SPM and etc.) Only three for each component will be required, not for each controller: one of which shall be on CD ROM, if available.

13.3 In addition to as built drawings, the City also requires secondary drawings that outline required modifications to the new switchgear for Applications 1 and 2. The purpose for the modified drawings is to allow City staff the ability to perform field modifications to the switchgear in the event of a catastrophic failure of the existing synchronous motor. If such a failure occurs, it is likely the City will elect to replace the synchronous motor with an induction motor of the same horsepower and voltage requirements. Therefore, the vendor shall supply drawings indicating necessary field modifications and descriptions of control components that would need to be removed and/or added to the new controllers in order to accommodate an induction motor control scheme.

14.0 SPARE PARTS

14.1 Three additional power fuses for the controller in addition to those required for startup shall be supplied.

14.2 One complete set of fuses for all control transformers, control circuits, and etc. for the controller shall be supplied. This requirement is in addition to the fuses required for initial startup.

14.3 Vendor shall furnish one set of any tools that may be required for maintaining or adjusting the gap setting on the contactor vacuum bottles for the controller. If no such tools are required, then a manufacturer's written statement to that effect must be included in the supporting documentation.

14.4 Vendor shall furnish a listing of manufacturer's recommended spare parts including model numbers and the distributor who furnishes these parts.

3 EVALUATION CRITERIA

The following criteria will be used to evaluate and rank submittals:

a) Substantial successful experience in competing similar projects. (20%)

b) Demonstrated knowledge and understanding of the project. (20%)

c) Substantial representations regarding the firm's qualifications and demonstrated design skill appropriate to this project and the technical capabilities and professional competence of the Proposer and assigned personnel. (20%)

d) Project approach and deadlines as well as the capability to complete projects without having major cost escalations, change orders or overruns. (20%)

e) Record of performance based on previous work with the City and/or other client references. (10%)

f) Cost (10%)

4 PROPOSAL FORMAT

a) Proposals should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.

b) The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.

d) The proposal must be organized into the following response item sections and submitted in an indexed binder.

i) Cover letter addressed to the Honorable Mayor and City Council that states the Offeror's understanding of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.

ii) A description of the methodology to be used to complete the project to include, but not be limited to, how recommendations will be formulated and commitment of adequate appropriate resources to the project.

iii) Offeror's specific expertise in areas pertinent to the project to include a listing and brief description of similar projects completed (with the dates of completion) or in progress and a list of references by name, address, and telephone number for each project listed. This list of projects in progress shall include the phase of work that each project is currently in (i.e. design, bid, construction), and the estimated completion date.

iv) A brochure of past work, with emphasis on comparable projects.

v) List of principal(s) of the Proposer and amount of time that principal(s) will be involved in the project.

vi) List of other professionals to be used, if applicable, with a record of experience in projects of this nature. Identification of principal(s) and percentage of time the principal(s) will be involved in the project.

vii) The organizational structure of the employees who will be assigned to this project along with resumes of those individuals. If a joint venture is expected, then provide the organizational structure of the sub-contractor and resumes of those persons who will be involved in the project.

viii) The Proposer must assure the City that he/she will to the best of his/her knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statutes and local ordinances including, but not limited to the Davis-Bacon Federal minimum wage requirements.

ix) Describe the Offeror's methodology for handling errors and omissions.

x) Disclosure of any obligations posing a potential conflict of interest, including service on City boards and/or commissions and any current contracts with the City of Lubbock. This would apply to the Proposer as well as consultants subcontracted by the Proposer.

xi) Any material which the proponent wishes to submit and which is not specifically requested in the above categories.

xii) Offerors are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline how they would address outreach issues in their proposal. It is also the desire of the City that the City of Lubbock program serve, as much as practicable, to stimulate growth in all sectors of the local business community. Describe how your firm would facilitate this process, and provide any relevant information about similar efforts on previous projects.

City of Lubbock, TX
Capital Project
Project Cost Detail
November 5, 2015

Capital Project Number:	91033
Capital Project Name:	Pumping System Improvements

	Budget
Encumbered/Expended	
City of Lubbock staff time	$ 32,127
Advertisement	405
Misc Expenses	10
Pump System Maintenance & Equipment	261,099
Hire of Equipment/Inventory	1,060
Trademark Hoist and Crane	155,420
Eaton Corporation	45,499
Valve and Equipment Consultant	28,368
Natgun Corporation	12,400
FNI Engineering Services Contract 11509	52,188
UCA Construction Contract 12416	640,425
FNI Construction Phase Engineering Services Contract 12470	63,993
Gicon Pumps and Equipment	96,700
Agenda Item November 5, 2015	
EMICC, Inc.	70,365
Encumbered/Expended to Date	1,460,059
Estimated Costs for Remaining Appropriation	
Pumping System Improvements	1,346,816
Remaining Appropriation	1,346,816
Total Appropriation To Date	$ 2,806,875

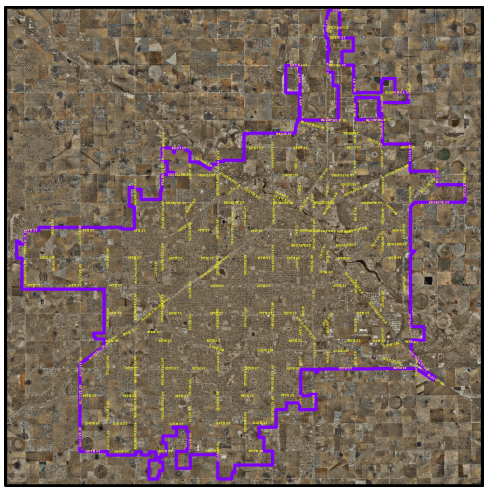
Project Name **Pumping System Improvements** *Project Number* **91033**

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 **5. 9.**

Meeting Date: 11/05/2015

Information

Agenda Item

Ordinance Amendment 1st Reading - Public Works Traffic Engineering: Consider an ordinance amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.

Item Summary

The ordinance amendment changes the speed limits along City and On-System State roads. The changes to the speed limits and descriptions reflect results of a speed study and multiple annexations.

The current speed limit ordinance designates Frankford Avenue from 98th Street to the southern City limits as 55 MPH. Traffic Engineering conducted a speed zone study along Frankford Avenue from 98th Street to 114th Street. The 85th Percentile Speed was recorded to be 49-51 MPH at three study locations for northbound and southbound traffic. Traffic Engineering recommends amending the ordinance for the section of Frankford Avenue from 104th Street to 114th Street to 50 MPH. The section of Frankford Avenue from 98th Street to 104th Street will be lowered to 45 MPH.

Annexations have changed the City limit boundaries which affect speed limit descriptions in the ordinance. Roadways addressed in this 2015 ordinance amendment are 130th Street (FM 1585), Slide Road (FM 1730), and University Avenue. Attached documents detail the proposed changes related to annexations.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - 2015 Speed Limit

Map of Proposed Changes

Summary of Proposed Changes

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 20.05.102 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.102 of the Code of Ordinances of the City of Lubbock, Texas; NOW THEREFORE:

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

SECTION 1. THAT Section 20.05.102, Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 20.05.102. Limits on specific Streets, Highways, etc., and portions thereof.

Pursuant to the provisions of Section 20.05.102, speed limits for specific streets, roads, highways and other vehicle ways and portions thereof within the city limits shall be as follows:

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
1	East 4th Street (FM40)	West Only	From the Easternmost City Limits to 60ft West of Linden Ave.	50
2	East 4th Street (FM40)	West Only	From 60ft West of Linden Ave. to 0.2mi East of Idalou Road (US 62)	55
3	East 4th Street (FM40)	East Only	From 0.2mi East of Idalou Road to the Easternmost City Limits	50
4	East 4th Street (FM40)	East & West	From 0.2mi East of Idalou Road (US 62) to Idalou Road (US 62)	40
5	East 4th Street	East & West	From Idalou Road to M L King, Jr. Blvd.	35
6	4th Street (FM 2255)	East & West	From Elgin Ave. to 0.10mi East of Toledo Ave.	50
7	4th Street (FM 2255)	East & West	From 0.10mi East of Toledo Ave. to 200ft West of Homestead Ave.	45
8	4th Street (FM 2255)	East & West	From 200ft West of Homestead Ave. to 486ft East of Quincy Ave.	50
9	4th Street (FM 2255)	East & West	From 486ft East of Quincy to 0.292mi East of Inler Ave (FM 179)	60
10	4th Street (FM 2255)	East & West	From 0.292mi East of Inler Ave (FM 179) to 0.3mi East of Research Blvd. (Spur 309)	55
11	4th Street (FM 2255)	East & West	From 0.30mi East of Research Blvd. (Spur 309) to Research Blvd. (Spur 309)	50
12	East 19th Street	East & West	From the Easternmost City Limits to East Loop 289	35
13	East 19th Street	East & West	From East Loop 289 to Guava Ave.	40

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
14	East 19th Street	East & West	From Guava Ave. to Spruce Ave.	30
15	East 19th Street (US 62 / SH 114)	West Only	From M L King, Jr. Blvd. to Canyon Lake Drive	45
16	East 19th Street (US 62 / SH 114)	West Only	From Canyon Lake Drive to 80ft West of Birch Ave.	50
17	East 19th Street (US 62 / SH 114)	West Only	From 80ft West of Birch Ave. to Avenue A	35
18	East 19th Street (US 62 / SH 114)	East Only	From Avenue A to Weber Drive	35
19	East 19th Street (US 62 / SH 114)	East Only	From Weber Drive to M L King, Jr. Blvd.	50
20	East 19th Street (US 62 / SH 114)	East & West	From Avenue A to Canton Ave.	35
21	East 19th Street (US 62 / SH 114)	West Only	From Canton Ave. to Gary Ave.	40
22	East 19th Street (US 62 / SH 114)	West Only	Gary Ave. to Orlando Ave.	45
23	East 19th Street (US 62 / SH 114)	East Only	From Marsha Sharp Freeway (US 82) to Canton Ave.	40
24	19th Street (SH 114)	East & West	From Orlando Ave. to West Loop 289	45
25	19th Street (SH 114)	East & West	From West Loop 289 to Juneau Ave.	50
26	19th Street (SH 114)	East & West	From Juneau Ave. to Yuma Ave.	55
27	19th Street (SH 114)	East & West	From Yuma Ave. to the Westernmost City Limits	60
28	21st Street	East & West	From Joliet Ave. to Louisville Ave.	20
29	29th Drive	East & West	From 34th St. to Marsha Sharp Freeway (US 62/82)	35
30	29th Drive	East & West	From Marsha Sharp Freeway (US 62/82) to Slide Rd	35
31	29th Street	East & West	From Slide Road to Chicago Ave.	35
32	East 34th Street	East & West	From M L King, Jr. Blvd. to Avenue A	40
33	34th Street	East & West	From Avenue A to Avenue G	40

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
34	34th Street	West Only	From Avenue G to Avenue J	40
35	34th Street	East Only	From Avenue J to Avenue G	35
36	34th Street	East & West	From Avenue J to Slide Road	35
37	34th Street	East & West	From Marsha Sharp Freeway to 160ft West of Englewood Ave.	35
38	34th Street	East & West	From 160ft West of Englewood Ave. to 930ft West of West Loop 289	40
39	34th Street	East & West	From 930ft West of West Loop 289 to the Westernmost City Limits	50
40	East 40th Street	East & West	From M L King, Jr. Blvd. to Avenue A	35
41	East 50th Street (FM 835)	West Only	From the Easternmost City Limits to East Loop 289	60
42	East 50th Street (FM 835)	West Only	From East Loop 289 to 0.15mi East of Guava Ave.	55
43	East 50th Street (FM 835)	East Only	From 0.15mi East of Guava Ave. to the Easternmost City Limits	55
44	East 50th Street (FM 835)	East & West	From 0.15mi East of Guava Ave. to Avenue A	45
45	East 50th Street (FM 835)	East & West	From Avenue A to Interstate-27	40
46	50th Street	East & West	From Interstate-27 to West Loop 289	40
47	East 66th Street	East & West	From M L King, Jr, Blvd. to East Slaton Road (US 84)	45
48	66th Street	East & West	From East Slaton Road (US 84) to Interstate-27	45
49	66th Street	East & West	From Interstate-27 to Indiana Ave.	35
50	66th Street	East & West	From Frankford Ave. to Marsha Sharp Freeway (US 62/82)	45
51	74th Street	East & West	From University Ave. to Elgin Ave.	35
52	74th Street	East & West	From Quaker Ave. to Utica Ave.	35
53	East 82nd Street	East & West	From M L King, Jr. Blvd. to Interstate-27	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
54	82nd Street	East & West	From Interstate-27 to University Ave.	50
55	82nd Street	East & West	From University Ave. to Frankford Ave.	45
56	82nd Street	East & West	From Frankford Ave. to the Westernmost City Limits	50
57	98th Street	East & West	From the Easternmost City Limits to University Ave.	45
58	98th Street	East & West	From University Ave. to Nashville Ave.	50
59	98th Street	East & West	From Nashville Ave. to Savannah Ave.	40
60	98th Street	East & West	From Savannah Ave. to Milwaukee Ave.	50
61	98th Street	East & West	From Milwuakee Ave to the Westernmost City Limits	30
62	114th Street	East & West	From University Ave. to Slide Road (FM 1730)	50
63	114th Street	East & West	From Slide Road (FM 1730) to Upland Ave.	55
64	130th Street (FM 1585)	East & West	From the Easternmost City Limits to 0.259mi West of University Ave.	55
65	130th Street (FM 1585)	East & West	From 0.259mi West of University Ave to the City Limits at Chicago Ave.	60
66	130th Street (FM 1585)	East & West	From the City Limits, 0.125mi East of Frankford Ave to 0.322mi West of Frankford Ave	60
67	130th Street (FM 1585)	East & West	From 0.322mi West of Frankford Ave to the Westernmost City Limits	65
68	Alcove Avenue	North & South	From the Northernmost City Limits to 36th St.	55
69	Alcove Avenue	North & South	From Marsha Sharp Freeway. to 98th St.	40
70	Alcove Avenue	North & South	From 98th St. to the Southernmost City Limits	55
71	North Ash Avenue	North & South	From Interstate-27 to Ursuline St.	40
72	North Ash Avenue	North & South	From Ursuline St to North Loop 289	35
73	North Ash Avenue	South Only	From North Loop 289 to Erskine St.	40

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
74	North Ash Avenue	South Only	From Erskine St. to Municipal Drive	35
75	North Ash Avenue	North Only	From Municipal Drive to North Loop 289	40
76	Avenue A	North & South	From Marsha Sharp Freeway (US 82) to 51st St.	40
77	Avenue A South Drive	North & South	From 51st St. to 61st St.	50
78	Avenue A South Drive	North & South	From 61st St. to Interstate-27	45
79	Avenue D	North & South	From 40th St. to 42nd St.	20
80	Avenue L	North & South	From 34th St. to 50th St.	35
81	Avenue P	North & South	From South Loop 289 to 82nd St.	30
82	Avenue P	North & South	From 82nd St. to 84th St.	35
83	Avenue P	North & South	From 84th St. to the Southernmost City Limits	50
84	Avenue Q North Drive (Spur 326)	South Only	From North Interstate-27 to 90ft South of Grinnell St.	50
85	Avenue Q North Drive (Spur 326)	South Only	From 90ft South of Grinnell St. to 0.16mi South of Erskine St.	45
86	Avenue Q North Drive (Spur 326)	South Only	From 0.16mi South of Erskine St. to Clovis Road (US 84)	55
87	Avenue Q North Drive (Spur 326)	North Only	From Clovis Road (US 84) to 230ft North of 1st St.	45
88	Avenue Q North Drive (Spur 326)	North Only	From 230ft North of 1st St. to 0.12mi South of Erskine St.	55
89	Avenue Q North Drive (Spur 326)	North Only	From 0.12mi South of Erskine St to North Interstate-27	45
90	Avenue Q (US 84)	North & South	From Clovis Road (US84) to 23rd St.	35
91	Avenue Q (US 84)	North & South	From 23rd St. to 50th St.	45
92	Avenue Q South Drive (US 84)	Southeast & Northwest	From 50th St. to 54th St.	40
93	Avenue Q South Drive (US 84)	Southeast & Northwest	From 54th St. to 58th St.	45

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
94	Avenue Q South Drive (US 84) Main Lanes	Southeast & Northwest	From 58th St. to 0.257mi Southeast of 58th St.	50
95	Avenue Q South Drive (US 84) Main Lanes	Southeast & Northwest	From 0.257mi Southeast of 58th St. to Interstate-27	55
96	Avenue Q South Drive / Slaton Hwy (US84) Frontage Rd	Northwest	From 200ft Southwest of Ash Ave. to 58th St.	45
97	Avenue Q South Drive / Slaton Hwy (US84) Frontage Rd	Southeast	From 58th St. to 600ft Southeast of Ash Ave.	45
98	East Broadway	East & West	From Idalou Road (US 62) to Avenue A	45
99	Broadway	East & West	From Avenue Q (US 84) to University Ave.	35
100	Buddy Holly Avenue	North & South	From North Interstate-27 to Marsha Sharp Freeway (US82)	40
101	Buddy Holly Avenue	North Only	From Marsha Sharp Freeway (US 82) to Broadway	35
102	Buddy Holly Avenue	North & South	From Broadway to Interstate-27	35
103	Clovis Road (US 84)	Southeast & Northwest	From Avenue Q to Avenue S	35
104	Clovis Road (US 84)	Southeast & Northwest	From Avenue S to North Vernon Ave.	40
105	Clovis Road (US 84)	Southeast & Northwest	From North Vernon Ave. to Erskine Ave.	45
106	Clovis Road (US 84)	Southeast & Northwest	From Erskine St. to North Loop 289	50
107	Clovis Road (US 84)	Southeast & Northwest	From North Loop 289 to the City Limits, 0.271mi West of North Quaker Ave.	60
108	Clovis Road Frontage Road	Southeast & Northwest	From North Loop 289 to the City Limits, 0.271mi West of North Quaker Ave.	35
109	Clovis Road (US 84)	Southeast & Northwest	From 712ft East of North Slide Road to the Westernmost City Limits	75
110	Clovis Road Frontage Road	Souteast & Northwest	From 712ft East of North Slide Road to the Westernmost City Limits	50
111	Elm Avenue	North & South	From East 50th St. (FM 835) to East 66th St.	40
112	Erskine Street	East & West	From North Ash Ave. to North Interstate-27	35
113	Erskine Street	East & West	From North Interstate-27 to North Avenue Q Drive (Spur 326)	45

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
114	Erskine Street	East & West	From North Avenue Q Drive (Spur 326) to North University Ave. (FM 1264)	50
115	Erskine Street	East & West	From 100ft West of North Knoxville Ave. to North Texas Tech Parkway	50
116	Erskine Street	East & West	From North Indiana Ave. to 100ft West of North Knoxville Ave.	40
117	Erskine Street	East & West	From North Loop 289 to North Frankford Ave. (FM 2528)	45
118	Erskine Street	East & West	From North Frankford Ave.(FM 2528) to North Milwaukee Ave.	55
119	North Frankford Avenue (FM 2528)	North & South	From the Northernmost City Limits to Princeton St.	60
120	North Frankford Avenue (FM 2528)	North & South	From Princeton St. to Cornell St.	55
121	North Frankford Avenue (FM 2528)	North & South	From Cornell St. to 3rd St.	50
122	Frankford Avenue (FM 2528)	North & South	From 3rd St. to West Loop 289	45
123	Frankford Avenue	North & South	From West Loop 289 to 41st St.	40
124	Frankford Avenue	North & South	From West Loop 289 to 500ft North of Spur 327	45
125	Frankford Avenue	South Only	From 500ft North of Spur 327 to Spur 327	35
126	Frankford Avenue	North Only	From Spur 327 to 500ft North of Spur 327	45
127	Frankford Avenue	South Only	From Spur 327 to 500ft South of Spur 327	45
128	Frankford Avenue	North Only	From 500ft South of Spur 327 to Spur 327	35
129	Frankford Avenue	North & South	From 500ft South of Spur 327 to 104th St.	45
130	Frankford Avenue	North & South	From 104th St. to 114th St.	50
131	Frankford Avenue	North & South	From 114th St. to the Southernmost City Limits	55
132	Idalou Road (US 62/82+SH114)	Southwest Only	From the Easternmost City Limits to 100ft Northeast of East Dartmouth Ave.	65
133	Idalou Road (US 62/82+SH114)	Southwest Only	From 100ft Northeast of East Dartmouth Ave. to 300ft Northeast of East Baylor Ave.	60
134	Idalou Road (US 62/82+SH114)	Southwest Only	From 300ft Northeast of East Baylor Ave. to East 3rd St.	55
135	Idalou Road (US 62 / SH114)	Southwest Only	From E 3rd St. to 0.128mi Southwest of East Broadway	40
136	Idalou Road (US 62 / SH114)	Southwest Only	From 0.128mi Southwest of East Broadway to M.L. King, Jr. Blvd.	45
137	Idalou Road (US 62 / SH114)	Northeast Only	From M L King, Jr. Blvd. to 100ft Northeast of Spruce Ave.	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
138	Idalou Road (US 62 / SH114)	Northeast Only	From 100ft Northeast of Spruce Ave. to 0.128mi Southwest of East Broadway	45
139	Idalou Road (US 62 / SH114)	Northeast Only	From 0.128mi Southwest of East Broadway to 128ft Northeast of East 4th St. (FM 40)	40
140	Idalou Road (US 62 / SH114)	Northeast Only	From 128ft Northeast of East 4th St. (FM 40) to 0.42mi Southwest of Parkway Drive overpass	45
141	Idalou Road (US 62 / SH114)	Northeast Only	From 0.42mi Southwest of the Parkway Drive overpass to 200ft Northeast of East Baylor Ave.	55
142	Idalou Road (US 62/82+SH114)	Northeast Only	From 200ft Northeast of East Baylor Ave. to 100ft Northeast of East Dartmouth Ave.	60
143	Idalou Road (US 62/82+SH114)	Northeast Only	From 100ft Northeast of East Dartmouth Ave. to the Easternmost City Limits	65
144	Idalou Road North Frontage Road	Southwest Only	From North Niter St. to East Colgate St.	40
145	Idalou Road North Frontage Road	Southwest Only	From East Colgate St. to Loop 289	50
146	Idalou Road North Frontage Road	Southwest Only	From Loop 289 to Parkway Drive	50
147	Idalou Road South Frontage Road	Northeast Only	From East 2nd St. to 190ft Northeast of East Colgate St.	45
148	Idalou Road South Frontage Road	Northeast Only	From 190ft Northeast of East Colgate St. to 133ft Northeast of North Niter Ave.	40
149	Idalou Road South Frontage Road	Northeast Only	From 133ft Northeast of North Niter Ave. to 1.0mi Southwest of the Easternmost City Limits	35
150	North Indiana Avenue	North & South	From Clovis Road (US 84) to 1st St.	45
151	Indiana Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
152	Indiana Avenue	North & South	From 19th St. (SH 62) to South Loop 289	40
153	Indiana Avenue	North & South	From South Loop 289 to 114th St.	45
154	Indiana Avenue	North & South	From 114th St. to the Southernmost City Limits	50
155	Inler Avenue (FM 179)	North & South	From the Northernmost City Limits to 0.664mi North of 34th St. (1.462mi)	50
156	Inler Avenue (FM 179)	North & South	From 0.664mi North of 34th St to the Southernmost City Limits (0.789mi)	60
157	Interstate 27 Main Lanes	North & South	From the Northernmost City Limits to the South City Limits, 165ft South of 82nd St.	65
158	Interstate 27 Frontage Road	South Only	From the Northernmost City Limits to 554ft South of Country Club Drive	55
159	Interstate 27 Frontage Road	South Only	From 554ft South of Country Club Drive to Marsha Sharp Freeway (US 82)	50

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
160	Interstate 27 Frontage Road	South Only	From 13th St. to 550ft South of 19th St. (US 62)	45
161	Interstate 27 Frontage Road	South Only	From 550ft South of 19th St. (US 62) to 170ft North of 32nd St.	50
162	Interstate 27 Frontage Road	South Only	From 170ft North of 32nd St. to 211ft South of 66th St.	45
163	Interstate 27 Frontage Road	South Only	From 211ft South of 66th St. to 77th St.	55
164	Interstate 27 Frontage Road	South Only	From 77th St. to the South City Limits, 165ft South of 82nd St.	45
165	Interstate 27 Frontage Road	North Only	From the South City Limits, 165ft South of 82nd St. To 77th St.	45
166	Interstate 27 Frontage Road	North Only	From 77th St. to 211ft South of 66th St.	50
167	Interstate 27 Frontage Road	North Only	From 211ft South of 66th St. to 550ft South of 19th St. (US 62)	45
168	Interstate 27 Frontage Road	North Only	From 550ft South of 19th St. (US 62) to 13th St.	40
169	Interstate 27 Frontage Road	North Only	From Marsha Sharp Freeway (US 82) to 554ft South of Country Club Dr	50
170	Interstate 27 Frontage Road	North Only	From 554ft South of Country Club Drive to the Northernmost City Limits	55
171	East Kent Street (FM 2641)	East & West	From the Easternmost City Limits to North Holly Ave.	55
172	East Kent Street	East & West	From North Holly Ave. to M L King, Jr. Blvd.	45
173	East Kent Street	East & West	From M L King, Jr. Blvd. to Interstate-27	40
174	Kent Street	East & West	From Mesa Road to North University Ave. (FM 1264)	45
175	Loop 289 Main Lanes	Clockwise & Counter-Clockwise	From 600ft East of Interstate-27 to 0.5mi North of 34th St.	60
176	Loop 289 Main Lanes	Clockwise & Counter-Clockwise	From 0.5mi North of 34th St. to 600ft East of Interstate-27	65
177	Loop 289 Frontage Road	Counter-Clockwise	From Idalou Road (US 62/82) to 0.230mi Northwest of Idalou Road (US 62/82)	45
178	Loop 289 Frontage Road	Counter-Clockwise	From .0230mi Northwest of Idalou Road (US 62/82) to Municipal Drive	50
179	Loop 289 Frontage Road	Counter-Clockwise	From Municipal Drive to M L King, Jr. Blvd.	40

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
180	Loop 289 Frontage Road	Counter-Clockwise	From M L King, Jr. Blvd. to North Avenue N	50
181	Loop 289 Frontage Road	Counter-Clockwise	From North Avenue N to the Santa Fe Railway overpass and thru the Turnaround	40
182	Loop 289 Frontage Road	Counter-Clockwise	From Santa Fe Railway overpass to 1.818mi West of the Santa Fe Railway overpass	50
183	Loop 289 Frontage Road	Counter-Clockwise	From 1.818mi West of the Santa Fe Railroad overpass West 0.200mi. to Landmark Lane	45
184	Loop 289 Frontage Road	Counter-Clockwise	From Clovis Road (US 84) Southwesterly a distance of 0.3mi	45
185	Loop 289 Frontage Road	Counter-Clockwise	From 0.300mi Southwest of Clovis Road (US84) Southwest 0.495mi	55
186	Loop 289 Frontage Road	Counter-Clockwise	From 0.795mi Southwest of Clovis Road (US84 to North Quaker Ave.	45
187	Loop 289 Frontage Road	Counter-Clockwise	From North Quaker Ave. to 0.200mi Southwest of North Quaker Ave.	45
188	Loop 289 Frontage Road	Counter-Clockwise	From 0.200mi Southwest of North Quaker Ave. Southwesterly (1.394mi) to 0.261mi Northeast of 4th St. (FM 2255)	55
189	Loop 289 Frontage Road	Counter-Clockwise	From 0.261mi Northeast of 4th St. (FM 2255) to 4th St. (FM 2255)	45
190	Loop 289 Frontage Road	Counter-Clockwise	From 4th St. (FM 2255) to 0.25mi Southwest of 4th St. (FM 2255)	45
191	Loop 289 Frontage Road	Counter-Clockwise	From 0.25mi Southwest of 4th St. (FM 2255) Southwesterly a distance of 0.923mi	55
192	Loop 289 Frontage Road	Counter-Clockwise	From 1.173mi Southwest of 4th St. (FM 2255) to 19th St. (SH 114)	45
193	Loop 289 Frontage Road	Counter-Clockwise	From 19th St. (SH 114) to 0.35mi South of 19th St. (SH 114)	40
194	Loop 289 Frontage Road	Counter-Clockwise	From 0.350mi South of 19th St. (SH 114) South a distance of 0.515mi	55
195	Loop 289 Frontage Road	Counter-Clockwise	From 0.865mi South of 19th St. (SH 114) to 34th St.	45
196	Loop 289 Frontage Road	Counter-Clockwise	From 34th St. to the Marsha Sharp Freeway (US 62/82)	45
197	Loop 289 Frontage Road	Counter-Clockwise	From the Marsha Sharp Freeway (US 62/82) to 50th St.	45
198	Loop 289 Frontage Road	Counter-Clockwise	From 50th St. to 0.35mi East of University Ave.	50
199	Loop 289 Frontage Road	Counter-Clockwise	From 0.350mi East of University Ave. to 0.060mi North of East 4th St. (FM 40)	55

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
200	Loop 289 Frontage Road	Counter-Clockwise	From 0.060mi North of East 4th St. (FM 40) to Idalou Road (US 62/82)	50
201	Loop 289 Frontage Road	West to North	Loop 289 Frontage Rd Exit to Northbound Interstate-27 Frontage Rd	55
202	Loop 289 Frontage Road	North to East	From US 87 Frontage Rd Exit to Eastbound Loop 289 Frontage Rd	40
203	Loop 289 Frontage Road	South Only	From 0.2mi SE of Loop 289 Frontage Exit to Southbound US 87 Frontage Rd	40
204	Loop 289 Frontage Road	East to South	From Loop 289 Frontage Rd Exit to US 87 a distance of 0.2 mi	55
205	Loop 289 Frontage Road	South to West	From Southbound Interstate-27 Frontage Rd Exit to Westbound South Loop 289 Frontage Rd	40
206	Loop 289 Frontage Road	Clockwise	From Idalou Road (US62/82) to 0.06mi North of East 4th St. (FM40)	50
207	Loop 289 Frontage Road	Clockwise	From 0.06mi North of East 4th St. to 0.35mi East of University Ave.	55
208	Loop 289 Frontage Road	Clockwise	From 0.35mi East of University Ave. to 50th St.	50
209	Loop 289 Frontage Road	Clockwise	From 50th St. to the Marsha Sharp Freeway (US62/82)	45
210	Loop 289 Frontage Road	Clockwise	From the Marsha Sharp Freeway (US62/82) to 34th St.	45
211	Loop 289 Frontage Road	Clockwise	From 34th St. Northerly a distance of 0.29mi	45
212	Loop 289 Frontage Road	Clockwise	From 0.29mi North of 34th St. Northerly a distance of 0.466mi	55
213	Loop 289 Frontage Road	Clockwise	From 0.756mi North of 34th St. to 19th St. (SH 114)	45
214	Loop 289 Frontage Road	Clockwise	From 19th St. (SH 114) to 0.25mi Northeast of 19th St. (SH 114)	45
215	Loop 289 Frontage Road	Clockwise	From 0.250mi Northeast of 19th St. (SH 114) Northeasterly a distance of 0.996mi	55
216	Loop 289 Frontage Road	Clockwise	From 1.216mi Northeast of 19th St. (SH 114) to 4th St. (FM 2255)	45
217	Loop 289 Frontage Road	Clockwise	From 4th St. (FM 2255) Northeasterly a distance of 0.167mi	45
218	Loop 289 Frontage Road	Clockwise	From 0.167mi Northeast of 4th St. (FM 2255) Northeasterly (1.227mi) to 0.334mi Southwest of North Quaker Ave.	55
219	Loop 289 Frontage Road	Clockwise	From 0.334mi Southwest of North Quaker Ave. to North Quaker Ave.	45

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
220	Loop 289 Frontage Road	Clockwise	From North Quaker Ave. Northeasterly a distance of 0.200mi	45
221	Loop 289 Frontage Road	Clockwise	From 0.200mi Northeast of North Quaker Ave. Northeasterly a distance of 0.530mi	55
222	Loop 289 Frontage Road	Clockwise	From 0.730mi Northeast of North Quaker Ave. to Clovis Road (US84)	45
223	Loop 289 Frontage Road	Clockwise	From Landmark Lane to 0.250mi East of Landmark Lane	45
224	Loop 289 Frontage Road	Clockwise	From 0.250mi East of Landmark Lane East 1.6mi to 385ft West of North Avenue S	50
225	Loop 289 Frontage Road	Clockwise	From 385ft West of North Avenue S Easterly to the Santa Fe Railway overpass thru the Turnaround	35
226	Loop 289 Frontage Road	Clockwise	From the Santa Fe Railway overpass Easterly to North Avenue N	40
227	Loop 289 Frontage Road	Clockwise	From North Avenue N East to North Interstate-27	50
228	Loop 289 Frontage Road	Clockwise	From North Interstate 27 to North Globe Ave.	40
229	Loop 289 Frontage Road	Clockwise	From North Globe Ave. Southeasterly a distance of 2.306mi	50
230	Loop 289 Frontage Road	Clockwise	From 2.306mi Southeasterly from North Globe Ave. to Idalou Road (US 62/82)	45
231	Main Street	East & West	From Avenue Q to University Ave.	35
232	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From Parkway Drive Bridge (East Side) to 500ft East of Interstate-27	55
233	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From 500ft East of Interstate-27 to University Ave.	65
234	Marsha Sharp Freeway (US 82) Main Lanes	Northeast & Southwest	From University Ave. to 0.592mi West of West Loop 289	65
235	Marsha Sharp Freeway (US 62/82)	Northeast & Southwest	From 0.592mi West of West Loop 289 to 0.226mi Southwest of Upland Ave	60
236	Marsha Sharp Freeway (US 62/82)	Northeast & Southwest	From 0.226mi Southwest of Upland Ave. to the Southwesternmost City Limits	65
237	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From 0.32 mi East of Iinterstate-27 to Buddy Holly Ave	45

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
238	Marsha Sharp Freeway (US 82) Frontage Road	East Only	From Buddy Holly Ave to 0.40mi East of Interstate-27	45
239	Marsha Sharp Freeway (US 82) Frontage Road	East & West	From Buddy Holly Ave to Avenue L	45
240	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From Avenue L to University Ave	45
241	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From University Ave to Detroit Ave	50
242	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From Exit Ramp West of University to 4th St (FM 2255) @ Elgin Ave	50
243	Marsha Sharp Freeway (US 82) Frontage Road	East Only	From South of Drive of Champions to Avenue L	45
244	Marsha Sharp Freeway (US62/82) Frontage Road	Southwest Only	From Southebound Exit Ramp/Texas Tech Parkway to Orlando Ave.	45
245	Marsha Sharp Freeway (US62/82) Frontage Road	Northeast Only	From Northbound Exit Ramp/Texas Tech Parkway to On Ramp Northeast of Texas Tech Parkway	45
246	Marsha Sharp Freeway (US62/82) Frontage Road	Southwest Only	From 19th St. (SH 114) to Chicago Ave.	45
247	Marsha Sharp Freeway (US62/82) Frontage Road	Northeast Only	From Chicago Ave to 19th St. (SH 114)	45
248	Marsha Sharp Freeway (US62/82) Frontage Road	Southwest Only	From Chicago Ave. to 0.5mi West of West Loop 289	50
249	Marsha Sharp Freeway (US62/82) Frontage Road	Northeast Only	From 0.5mi West of West Loop 289 to Chicago Ave.	50
250	North M. L. King,Jr. Blvd (LIA Terminal Access)	North Only	From East Bluefield St. (Station 0+00) Northerly 2160ft to Station 21+60 (0.409mi)	40
251	North M. L. King,Jr. Blvd (LIA Terminal Access)	Counter-Clockwise	From 2160ft North of East Bluefield St. (Station 21+60) Westerly 775ft to Station 29+35 (0.147mi)	20

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
252	North M. L. King,Jr. Blvd (LIA Terminal Access)	Counter-Clockwise	From Station 29+35 Westerly, Southerly & Easterly 1309Ft. to Station 42+42 (0.248mi)	10
253	North M. L. King,Jr. Blvd (LIA Terminal Access)	Counter-Clockwise	From Station 42+42 Westerly/ Southerly 1000Ft to Station 52+52 (0.189mi)	20
254	North M. L. King,Jr. Blvd (LIA Terminal Access)	South Only	From Station 52+52 South to East Bluefield St. (Station 0+00) (0.214mi)	40
255	North M. L. King,Jr. Blvd	North & South	From East Bluefield St. to East Ursuline St.	50
256	North M. L. King,Jr. Blvd	North & South	From East Ursuline St. to North Loop 289	45
257	North M. L. King,Jr. Blvd	North & South	From North Loop 289 to East 2nd St.	40
258	M. L. King, Jr. Blvd	South Only	From East 2nd St. to East 6th St.	35
259	M. L. King, Jr. Blvd	North Only	From East 2nd St. to East 6th St.	40
260	M. L. King, Jr. Blvd	North & South	From East 6th St to East 49th St.	40
261	M. L. King, Jr. Blvd	South Only	From East 49th St. to 370ft South of East 50th St.	40
262	M. L. King, Jr. Blvd	North Only	From East 49th St. to 370ft South of East 50th St.	50
263	M. L. King, Jr. Blvd	North & South	From 370ft South of East 50th St. to Slaton Road (US84)	50
264	M. L. King, Jr. Blvd	North & South	From East Slaton Road (US 84) to the Southernmost City Limits	45
265	North Milwaukee Avenue	North & South	From the Northernmost City Limits to Erskine St.	55
266	North Milwaukee Avenue	North & South	From Erskine St. to 1st St.	45
267	Milwaukee Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
268	Milwaukee Avenue	North & South	From 4th St. (FM 2255) to 50th St.	50
269	Milwaukee Avenue	North & South	From 50th St. to 66th St.	45
270	Milwaukee Avenue	North & South	From 66th St. to 114th St.	50
271	Milwaukee Avenue	North & South	From 114th St. to the Southernmost City Limits	45

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
272	Municipal Drive	Northeast & Southwest	From North Guava Ave. to Northeast Loop 289	45
273	Municipal Drive	Northeast & Southwest	From Northeast Loop 289 to Interstate-27	35
274	Parkway Drive Entrance (US 82)	West Only	From Idalou Road (US62/82) to Parkway Drive (US 82)	50
275	Parkway Drive Exit Ramp (US 82)	East Only	From Parkway Drive (US 82) to Idalou Road (US 62/82)	50
276	Parkway Drive (US 82)	East & West	From Idalou Road (US 62/82) to North Guava Ave.	55
277	Parkway Drive (US 82)	Northeast & Southwest	From North Guava Ave. to 500ft West of Oak Ave.	45
278	Parkway Drive (US 82)	Northeast & Southwest	From 500ft West of Oak Ave. to Parkway Drive Bridge (East Side)	55
279	North Quaker Avenue	North & South	From the Northernmost City Limits to 300ft South of Kemper St.	50
280	North Quaker Avenue	North & South	From 300Ft South of Kemper St. to North Loop 289	35
281	North Quaker Avenue	North & South	From Texas Tech Parkway South a distance of 0.147mi	35
282	North Quaker Avenue / Quaker Avenue	North & South	From 0.147mi South of Texas Tech Parkway to 4th St. (FM 2255)	50
283	Quaker Avenue	North & South	From 4th St. (FM2255) to 19th St. (SH 114)	45
284	Quaker Avenue	North & South	From 19th St. to Marsha Sharp Freeway (US 62/82)	35
285	Quaker Avenue	North & South	From Marsha Sharp Freeway (US 62/82) to 61st St.	40
286	Quaker Avenue	North & South	From 61st St. to South Loop 289	35
287	Quaker Avenue	North & South	From South Loop 289 to 76th St.	40
288	Quaker Avenue	North & South	From 76th St. to 93rd St.	45
289	Quaker Avenue	North & South	From 93rd St. to 102nd St.	40
290	Quaker Avenue	North & South	From 102nd St. to the Southernmost City Limits	50
291	East Regis Street (FM 2641)	East & West	From North Holly Ave. to M L King, Jr. Blvd.	55
292	East Regis Street (FM 2641)	West Only	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	55
293	East Regis Street (FM 2641)	East Only	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	45
294	East Regis Street (FM 2641)	East & West	From 0.527mi West of M L King, Jr. Blvd. to 0.2mi East of Interstate-27	55

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
295	Regis Street (FM 2641)	East & West	From 0.2mi East of Interstate-27 to 0.155mi West of Interstate-27	45
296	Regis Street (FM 2641)	East & West	From 0.155mi West of Interstate-27 to the Westernmost City Limits	55
297	Research Boulevard (Spur 309)	North & South	From 4th St. (FM 2255) South a distance of 0.20mi	50
298	Research Boulevard (Spur 309)	North & South	From 0.20mi South of 4th St. (FM 2255) South a distance of 0.6mi	55
299	Research Boulevard (Spur 309)	North & South	From 0.80mi South of 4th St. (FM 2255) to 19th St. (SH 114)	50
300	Research Boulevard	North & South	From 19th St. (SH 114) to the Southernmost City Limits	50
301	East Slaton Road (US 84) Main Lanes	East & West	From Interstate-27 to 0.32mi Southeast of Loop 289	55
302	East Slaton Road (US 84)	Northeast Only	From 0.32mi Southeast of Loop 289 Southeasterly a distance of 1.22mi	60
303	East Slaton Road (US 84)	Southeast & Northwest	From 1.54mi Southeast of Loop 289 to the Southeasternmost City Limits	65
304	North Slide Road	North & South	From Clovis Road (US 84) to Marshall St.	50
305	North Slide Road	North & South	From Marshall St. to North Loop 289	40
306	Slide Road	North & South	From North Loop 289 to 264ft North of 71st St.	40
307	Slide Road (FM 1730)	North & South	From 264ft North of 71st to 0.142mi South of 82nd St.	45
308	Slide Road (FM 1730)	North & South	From 0.142mi South of 82nd St. to 0.25mi South of 98th St.	50
309	Slide Road (FM 1730)	North & South	From 0.25mi South of 98th St. to 660ft South of 130th St. (FM 1585)	60
310	Slide Road (FM 1730)	North & South	From 660ft South of 130th St. (FM 1585) to the Southernmost City Limits	65
311	Southeast Drive	Southeast Only	From M L King, Jr. Blvd. to 0.09mi Southeast of M L King, Jr. Blvd.	40
312	Southeast Drive	Southeast Only	From 0.09mi Southeast of M L King, Jr. Blvd. to East 38th St.	45
313	Southeast Drive	Southeast Only	From East 38th St. to 114ft Northwest of East 46th St.	55
314	Southeast Drive	Southeast Only	From 114ft Northwest of East 46th St. to East 50th St. (FM 835)	50
315	Southeast Drive	Northwest Only	From East 50th St. (FM 835) to East 47th St.	50
316	Southeast Drive	Northwest Only	From East 47th St. to 0.10mi Northwest of East 38th St.	55

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
317	Southeast Drive	Northwest Only	From 0.10mi Northwest of East 38th St. to 200ft Southeast of M L King, Jr. Blvd.	50
318	Southeast Drive	Northwest Only	From 200ft Southeast of M L King, Jr. Blvd. to ML King, Jr. Blvd.	40
319	Southeast Drive (Spur 331)	Southeast & Northwest	From East 50th St. (FM 835) Southeast a distance of 0.104mi	55
320	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.104mi Southeast of East 50th St. (FM 835) to 0.22mi Southeast of Southeast Loop 289	60
321	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.22mi Southeast of Southeast Loop 289 to the Southeasternmost City Limits	65
322	Spur 327 Mainlanes	East & West	From the Westbound Exit from South Loop 289 to Marsha Sharp Freeway (US 62/82)	60
323	Spur 327 Frontage Road	West Only	From the Southbound West Loop 289 Frontage Road to 0.19 mi East of Milwaukee Ave.	50
324	Spur 327 Frontage Road	West Only	From 0.19 mi East of Milwaukee Ave. to 0.13mi West of Milwaukee Ave.	55
325	Spur 327 Frontage Road	East Only	From Marsha Sharp Freeway (US 62/82) to 0.15mi East of Milwaukee Ave.	55
326	Spur 327 Frontage Road	East Only	From 0.15mi East of Milwaukee Ave. to Eastbound South Loop 289	50
327	Spur 327	West Only	From 0.13 mi West of Milwaukee Ave. to Marsha Sharp Freeway (US 62/82)	60
328	Texas Avenue	South Only	From Marsha Sharp Freeway (US 82) to Broadway	35
329	Texas Avenue	North & South	From Broadway to Interstate-27	35
330	North Texas Tech Parkway	North & South	From Erskine St. to 0.261mi North of 4th St. (FM 2255)	45
331	Texas Tech Parkway	North & South	From 0.261mi North of 4th St. (FM 2255) to 4th St. (FM 2255)	45
332	Texas Tech Parkway	North & South	From 4th St. (FM 2255) to Marsha Sharp Freeway (US 82)	40
333	Texas Tech Parkway	Southeast & Northwest	From Marsha Sharp Freeway (US 82) to 19th St. (US 62/SH 114)	30
334	North University Avenue (FM 1264)	North & South	From the Northernmost City Limits to 0.2mi North of North Loop 289	55
335	North University Avenue (FM 1264)	North & South	From 0.2mi North of North Loop 289 to Queens St.	45
336	North University Avenue (FM 1264)	South Only	From Queens St. to 0.2mi North of Clovis Road (US 84)	50
337	North University Avenue (FM 1264)	South Only	From 0.2mi North of Clovis Road (US 84) to Clovis Road (US 84)	40

Line Item No.	*Lubbock Street Name (TxDOT Name)*	*Travel Direction*	*Speed Limit Description*	*Speed*
338	North University Avenue (FM 1264)	North Only	From Clovis Road (US 84) to Erskine St.	35
339	North University Avenue (FM 1264)	North Only	From Erskine St. North a distance of 0.2mi	45
340	North University Avenue (FM 1264)	North & South	From 0.2mi North of Erskine St. to Queens St.	50
341	North University Avenue	North & South	From Clovis Road (US 84) to 1st St.	35
342	University Avenue	North & South	From 1st St. to Marsha Sharp Freeway (US 82)	35
343	University Avenue	North & South	From Marsha Sharp Freeway (US 82) to 19th St. (US 62)	30
344	University Avenue	North & South	From 19th St. (US 62) to South Loop 289	40
345	University Avenue	North & South	From South Loop 289 to the City Limits 660ft South of 114th St.	45
346	University Avenue	North & South	From the City Limits at 130th St. (FM 1585) to the Southernmost City Limit.	45
347	Upland Avenue	North & South	From Northernmost City Limits to 98th St	50
348	Upland Avenue	North & South	From 98th St. to the Southernmost City Limits	55
349	East Ursuline Street	East & West	From North M L King, Jr. Blvd. to North Ash Ave.	35
350	US 87 Main Lanes	North & South	From the City Limits, 350ft North of 98th St. to the Southernmost City Limits, 0.5mi North of 114th St.	75
351	US 87 Frontage Road	South Only	From the City Limits, 350ft North of 98th St. to the Southernmost City Limits, 0.5mi North of 114th St.	45
352	US 87 Frontage Road	North Only	From the City Limits, 350ft North of 98th St. to the Southernmost City Limits, 0.5mi North of 114th St.	45

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

SECTION 3. THAT violation of any provision of this Ordinance shall be a misdemeanor punishable by a fine not to exceed two hundred dollars ($200.00).

SECTION 4. 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.

AND SO IT IS 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

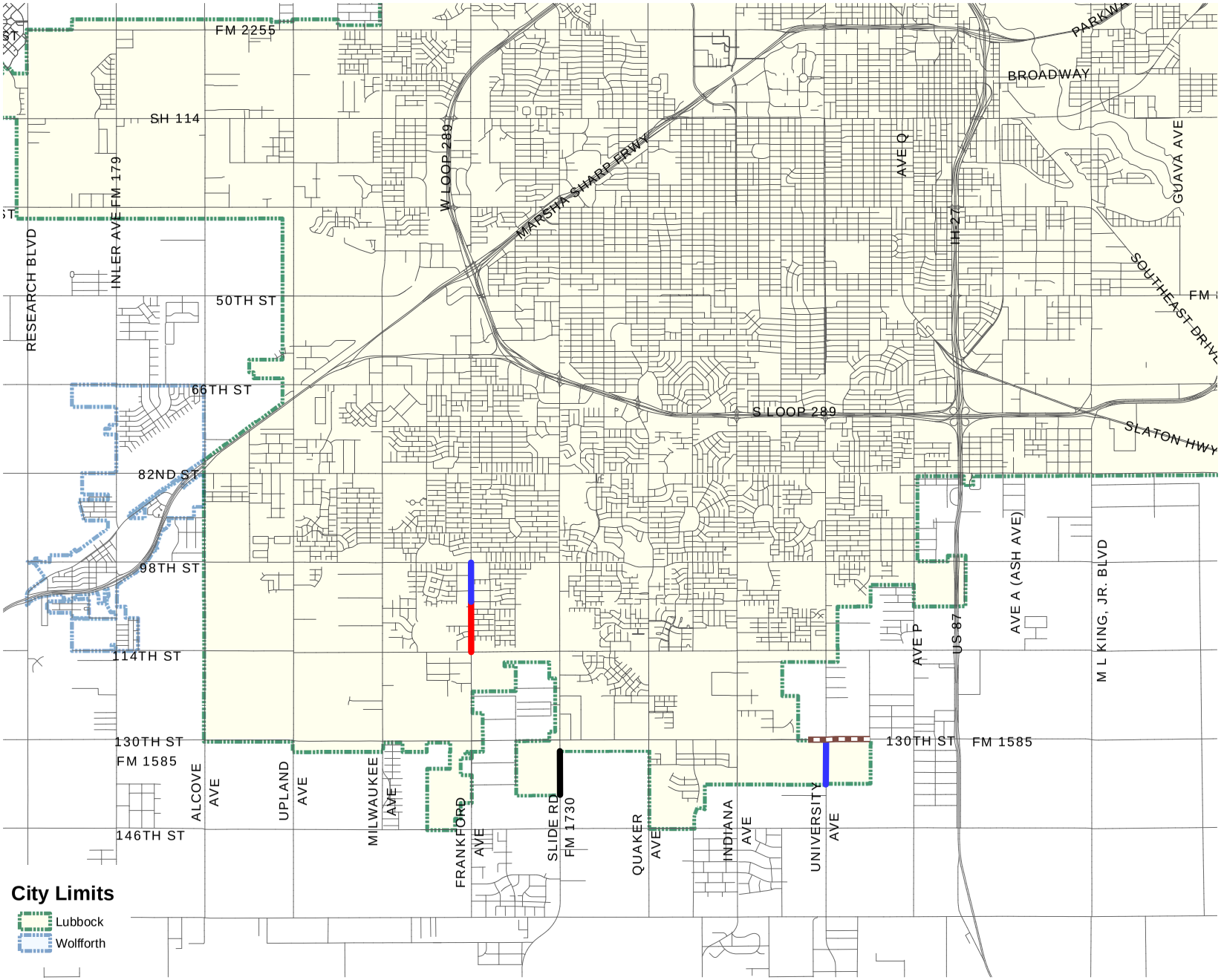
APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

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CITY OF LUBBOCK

N
W E
S

PROPOSED Speed Limit Revisions

October, 2015

PROPOSED Speed Limits

- 45 mph
- 50 mph
- 55 mph
- 65 mph

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

City of Lubbock

Traffic Engineering Department

Speed Limit Ordinance

Summary of Proposed Revisions for 2015

10/16/2015

Itemized list of changes to the current Speed Limit Ordinance 2014-O0096

2014 Item No.	***2015 Item No.***	***Lubbock Street Name (TxDOT Name)***	***Travel Direction***	***Speed Limit Description***	***Existing Speed***	***Proposed Speed***	***Comment***
na	64	130th Street (FM 1585)	East & West	**PROPOSED:** From the East City Limits to 0.259mi West of University Ave.		55	**New Item:** City Annexation 2014-O0149 and 2015-O0071 incorporates this section of 130th St. The speed limit is set and posted by TxDOT.
126	129	Frankford Avenue	North & South	**PROPOSED:** From 500ft South of Spur 327 to 104th St. CURRENT: From 500ft South of Spur 327 to 98th St.	45/55	45	**Change Description:** Speed study along Frankford Avenue changes the speed limit to 45MPH from 98th St. to 104th St.
na	130	Frankford Avenue	North & South	From 104th St. to 114th St.	55	50	**New Item:** Speed study along Frankford Avenue changes the speed limit from 55 to 50 MPH from 104th St. to 114th St.
na	346	University Avenue	North & South	**PROPOSED:** From 130th St. (FM 1585) (City Limits) to the South City Limits	45	45	**New Item:** City Annexation 2014-O0149 and 2015-O0071 incorporates this section of University Ave. The speed limit is set and posted by Lubbock County

Regular City Council Meeting **5. 10.**

Meeting Date: 11/05/2015

Information

Agenda Item

Resolution - Public Works Traffic Engineering: Consider a resolution authorizing the Mayor to execute unit price contract 12492 with Trace Technologies LLC, for fiber optic installation services, ITB 15-12492-SS.

Item Summary

Fiber optic cable is being installed throughout the City as part of the Traffic Engineering Department's communication network upgrade.

This contract is for construction services and materials related to the installation of fiber optic cable. The project will add a 96 count fiber optic cable from South Loop 289 and Slide Road to the LP&L Slaton substation (200 66th Street). As well as adding five key intersections to the City's fiber optic infrastructure, the 96 count fiber optic cable will bridge the gap between existing fiber optic cables, creating a ring of communication redundancy around a large portion of the City. This fiber will be utilized by many City departments including Traffic Engineering, Information Technology, Street Department, Animal Services, Water Department and Radio Shop.

Bids were received from the following contractors:

Company	Amount
Trace Technologies, LLC Tulsa, OK	$ 566,340
MP Nexlevel, LLC, Maple Lake, MN	1,003,745

The bid award for this agenda item is awarded by the unit price. Staff recommends contract award to the lowest bidder, Trace Technologies LLC., of Tulsa, OK, for $566,340.

Fiscal Impact

The total cost of the contract is $566,340. The funding is as follows:

$4,750,000 is appropriated in Capital Improvement Project 92216, Traffic Signal Upgrades, with $275,000 available for this purpose.

$1,050,000 is appropriated Capital Improvement Project 92349, Communications System Expansion, with $291,340 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Bid Contract - Trace Technologies
Budget Detail - Capital Project 92216 & 92349
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. 12492 for Fiber Optic Cable Installation South Loop 289, by and between the City of Lubbock and Trace Technologies LLC, 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:

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

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.Contract-Trace Technologies LLC
10.7.15

REVISED

BID SUBMITTAL FORM
UNIT PRICE CONTRACT

DATE: 9-30-2015

PROJECT NUMBER: **ITB 15-12492-SS Fiber Optic Cable Installation South Loop 289**

Bid of Trace Technologies LLC (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 to Fiber Optic Cable Installation South Loop 289, 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.

MB Bidder's Initials

REVISED

BID FORM

CITY OF LUBBOCK, TEXAS

ITB 15-12492-SS FIBER OPTIC CABLE INSTALLATION SOUTH LOOP 289

Item No.	TxDOT Item No.	Name of Pay Item with Unit Price in Words	Est. Quantity	Unit	Unit Bid Price	Amount Bid
BASE BID.						
1	0420 6001	CL A CONC (MISC)	0.30	CY		
F&I					$ 2,000.00	$ 600.00
2	0500 6038	MOBILIZATION	1	LS		
F&I					$ 227790.40	$ 227790.40
3	0502 6043	BARRICADES, SIGNS, AND TRAFFIC CONTROL	4	MO		
F&I					$ 2,500.00	$ 10,000.00
4	0506	SAND BAGS FOR EROSION CONTROL	20	EA		
F&I					$ 6.25	$ 125.00
5	0506 6038	TEMP SEDMT CONT FENCE (INSTALL)	700	LF		
F&I					$ 2.00	$ 1400.00
6	0506 6039	TEMP SEDMT CONT FENCE (REMOVE)	700	LF		
F&I					$ 2.00	$ 1400.00
7	0506 6039	BIODEG EROSN CONT LOGS (INSTL) (18")	500	LF		
F&I					$ 2.50	$ 1250.00
8	0506 6039	BIODEG EROSN CONT LOGS (REMOVE)	500	LF	$2.00	$1000.00

MB Bidder's Initials

REVISED

F&I					$	$
9	0528 6006	REMOVE AND RELAY PAVERS	170	SY		
F&I					$ 31.00	$ 5270.00
10	0618 6029	CONDT (PVC) (SCH 40) (3")	14,200	LF		
F&I					$ 1.23	$ 17466.00
11	0618 6030	CONDT (PVC) (SCH 40) (3") (BORE)	7,505	LF		
F&I					$ 16.00	$ 120080.00
12	0620 6008	ELEC CONDR (NO.8) INSULATED (TRACE)	29,430	LF		
F&I					$ 0.22	$ 6474.60
13	0624	GROUND BOX TY 1 (304848)	7	EA		
F&I					$ 2000.00	$ 14000.00
14	0624 6016	GROUND BOX TY 1 (304848)W/APRON	34	EA		
F&I					$ 2490.00	$ 84660.00
15	L001*	FIBER OPTIC CABLE (SM) (24 FIBER)	5,040	LF		
I					$ 0.81	$ 4082.40
16	L001	FIBER OPTIC CABLE (SM) (36 FIBER)	370	LF		
F&I					$ 0.94	$ 347.80
17	L001	FIBER OPTIC CABLE (SM) (96 FIBER)	34,400	LF		
F&I					$ 1.16	$ 39904.00
18	L001	FIBER OPTIC SPLICE ENCLOSURE (TYPE 1)	4	EA		
F&I					$ 406.25	$ 1625.00

MB Bidder's Initials

REVISED

19	L001*	FIBER OPTIC PATCH PANEL (24-PORT)	10	EA		
I					$ 187.50	$ 1875.00
20	L001	FIBER OPTIC PATCH PANEL (36-PORT)	4	EA		
F&I					$ 220.00	$ 880.00
21	L001	FIBER OPTIC PATCH PANEL (48-PORT)	1	EA		
I					$ 315.00	$ 315.00
22	L001	FIBER OPTIC PATCH PANEL (96-PORT)	2	EA		
I					$ 565.00	1,130 ~~$ 565.00~~
23	L001 6003	FIBER OPTIC CABLE ROAD MARKER	30	EA		
F&I					$ 20.00	$ 600.00
24	6027 6003	CONDUIT (PREPARE)	10,940	LF		
F&I					$ 0.92	$ 10064.80
25	6027 6008	GROUND BOX (PREPARE)	40	EA		
F&I					$ 262.50	$ 10500.00
26	L003	ITS HUB CABINET	1	EA		
F&I					$ 3500.00	$ 3500.00

F = FURNISH; I = INSTALL; F&I - FURNISH AND INSTALL

TOTAL BASE BID (Items 1-26)	$ ~~550,000.00~~ - $566,340.00

MB Bidder's Initials

REVISED

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 **274 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 **SEVEN HUNDRED TWENTY FIVE DOLLARES ($725.00)** or 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 60 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

MB Bidder's Initials

City of Lubbock, TX
Capital Project
Project Cost Detail
November 5, 2015

Capital Project Number:	92216
Capital Project Name:	Traffic Signal Upgrades

Capital Project Number:	92349
Capital Project Name:	Communication System Expansion

	92216	92349
Encumbered/Expended		
City of Lubbock Staff Time	$ 7,812	-
Kimley Horn Engineering Contract	1,060,863	-
Aegis ITS, Inc. Contract	377,511	-
NX Utilities Fiber Installation Services Contract	821,695	-
Palmetto Engineering Contract	22,360	-
Travel	1,531	-
South Plains Communication	68,482	-
RudggedCom Switches	308,041	-
LED Signal Indications	22,166	-
Fiber Equipment	72,620	-
5.8 GHz Intersection Radios	247,366	-
Advanced Traffic Controllers	336,120	
EDI 2018 Clip Signal Monitor	134,115	
Computer Equipment and Software	46,620	
TMC and Traffic Signal Equipment	346,709	
Fiber Optic Cable and Supplies		139,466
Agenda Item November 5, 2015		
Trace Technologies, LLC	275,000	291,340
Encumbered/Expended To Date	4,149,011	430,806
Estimated Costs for Remaining Appropriation		
Video Detection Systems	55,640	
Arterial Fiber	325,000	619,194
Traffic Signal Upgrades	220,349	-
Remaining Appropriation	600,989	619,194

Total Appropriation	$ 4,750,000	1,050,000

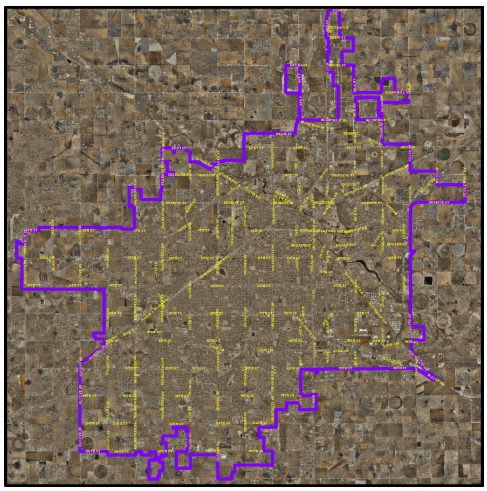
Project Name **Traffic Signal Upgrades** *Project Number* **92216**

Managing Department **Traffic Engineering**

Project Manager **Sharmon Owens**

Project Classification **Bond Election Project - 2009**

Project Status **Approved**



Project Scope

Design, purchase, and installation of new central software, new cabinets, new controllers, fiber optic line, where necessary, ethernet connections, light-emitting diode's (LED's), and video detection at some intersectons.

Project Justification

The traffic signal system was purchased and installed in 1999. The improvements in technology and the communication issues with the signals suggests the need for a system wide upgrade to the traffic signal system and communications. The project includes new traffic central system software, upgrades to traffic controllers, installation of improved communication links to intersections, and possible video detection for the enhancement of traffic signal timing and management by the Traffic Management Center.

Project History

The City's traffic signal system runs off of a centralized computer system, which is more than 10 years old, and is located in the Traffic Management Center, along with additional software (controllers) at each intersection. This system provides the necessary communications for traffic signal timing, emergency preemption, and congestion management. The central software currently communicates with the signals at the intersections through old twisted copper, some fiber, and radio towers. The signals tend to go offline due to communications issues and upgrades to controller software that are not compatible with the old central software. The City has had to revert to older versions of software to keep the system communicating.

$725,000 was appropriated in FY 2009-10 Budget Amendment No. 5, Ord. No. 2009-O0106, December 2, 2009.
$4,025,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

			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	4,677,500	0	0	0	0	0	0	4,677,500
Design and Engineering	72,500	0	0	0	0	0	0	72,500
Total Project Appropriation	4,750,000	0	0	0	0	0	0	4,750,000

			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 2010 General Obligation Bonds	725,000	0	0	0	0	0	0	725,000
FY 2011 General Obligation Bonds	4,025,000	0	0	0	0	0	0	4,025,000
Total Funding Sources	4,750,000	0	0	0	0	0	0	4,750,000

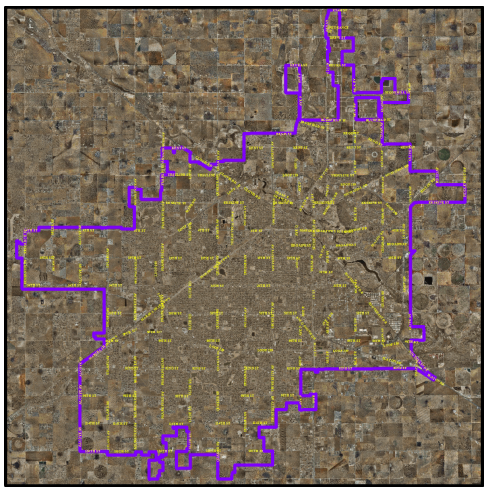
Project Name **Communications System Expansion** *Project Number* **92349**

Managing Department **Traffic Engineering**

Project Manager **Sharmon Owens**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Expand the fiber communications for approximately 40 miles, and improve detection at 96 signalized intersections over 8 years. The extension of the fiber communications will provide bandwidth for other city department facilities.

Project Justification

Fiber optic cable infrastructure needs to be expanded to traffic signal and school zone equipment that currently utilize 900 MHz radio and Pager technology. Sixty traffic signals on the wireless radio system have limited bandwidth. To increase traffic management capabilities such as viewing video at the Traffic Management Center (TMC) from major arterial intersections, more bandwidth is needed. Traffic Engineering is currently installing fiber optic cable to 140 signalized intersections in capital improvement project Traffic Signal Upgrades; however, the goal is to cover the city with fiber optic cable that is available to all city departments.

The school zone system currently uses legacy pager communications, which is no longer available after May of 2013. Spare 900 MHz radios will keep communications to the school zone system until fiber optic cable is available to connect the school zone equipment. Fiber optic cable is the ultimate plan for sixty-six school zone locations.

Vehicle detection equipment for traffic signals is currently a mix of in-pavement loop detection, video detection and radar. In-pavement loop detection installation is time consuming and requires barricading the roadway. The roadway cuts can create failures in the pavement and are limited to "presence detection" only. The city has begun to use video detection to keep roadways sound. However, video detection has issues with sun glare, weather (fog and snow), and dirty lenses which create false calls or drop calls altogether. The cameras can also be moved by wind which requires a technician visit to the intersection. Radar detection is immune to most of these issues; therefore, drivers should experience less delay and efficiency should increase throughout the signalized traffic system.

Fiber will be installed at a rate of 5 miles per year at a cost of approximately $34,000 per mile, for a total of $1,360,000 over an 8 year period. Radar detection will be installed at a rate of 12 intersections per year at a cost of approximately $15,000 per intersection, for a total of $1,440,000 over an 8 year period. The funding requested is $350,000 per year for 8 years with a total cost of $2.8 million.

Project History

In existing Capital Improvement Project 92216, fiber optic cable plant is being designed and installed to replace the 30 year old copper cable in the downtown area, along 19th Street from Avenue A to Marsha Sharp Freeway, along 50th Street from Avenue Q to Slide Road and down 34th Street from Avenue Q to Slide. In that same project, new fiber optic cable is being installed along streets with only radio communications: Avenue A from 19th Street to Slaton Highway, and Marsha Sharp Freeway from W. Loop 289 to Avenue L. The new project is needed to expand the fiber plant to the western boundaries of 19th, 34th and 50th Streets as well as along 4th Street, 82nd Street, and 98th Street.

$350,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
$350,000 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	700,000	350,000	350,000	350,000	350,000	350,000	350,000	2,800,000
Total Project Appropriation	700,000	350,000	350,000	350,000	350,000	350,000	350,000	2,800,000

Regular City Council Meeting **5. 11.**

Meeting Date: 11/05/2015

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2015-O0109 abandoning and closing a public access, drainage and underground utility easement located in Tract E, Iola Business Park, and 20-foot wide underground utility easement located adjacent to Tract E and all blanket easements located in Section 36 Block AK in Tracts C and E, Iola Business Park.

Item Summary

On October 22, 2015, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a public access easement and a drainage and underground utility easement located in Tract E, Iola Business Park, and a 20-foot wide underground utility easement located in Section 36 Block AK adjacent to Tract E and all blanket easements located in Tracts C and E, Iola Business Park. New easements will be dedicated as needed.

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 - Easement - Iola Business Park

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING CERTAIN EASEMENTS OUT OF SECTION 36, BLOCK AK, LUBBOCK COUNTY, TEXAS AND IOLA BUSINESS PARK ADDITION, TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the easements 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 as follows:

All of Tract E, granted as a 40-foot Public Access, Drainage, and Underground Utility Easements, Iola Business Park, according to the map, plat and/or dedication deed thereof recorded in Volume 8192, Page 291, Official Public Records of Lubbock County, Texas.

All of that 20-foot Underground Utility Easement as described in Volume 8192, Pare 301.

All blanket easements situated within Tract C and E, Iola Business Park, an addition to the City of Lubbock, Lubbock County, Texas, as granted by the plat of Tracts A-F, said Iola Business Park, according to the map, plat and/or dedication deed thereof recorded in Volume 8192, Page 291, Official Public Records of Lubbock County, Texas.

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.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

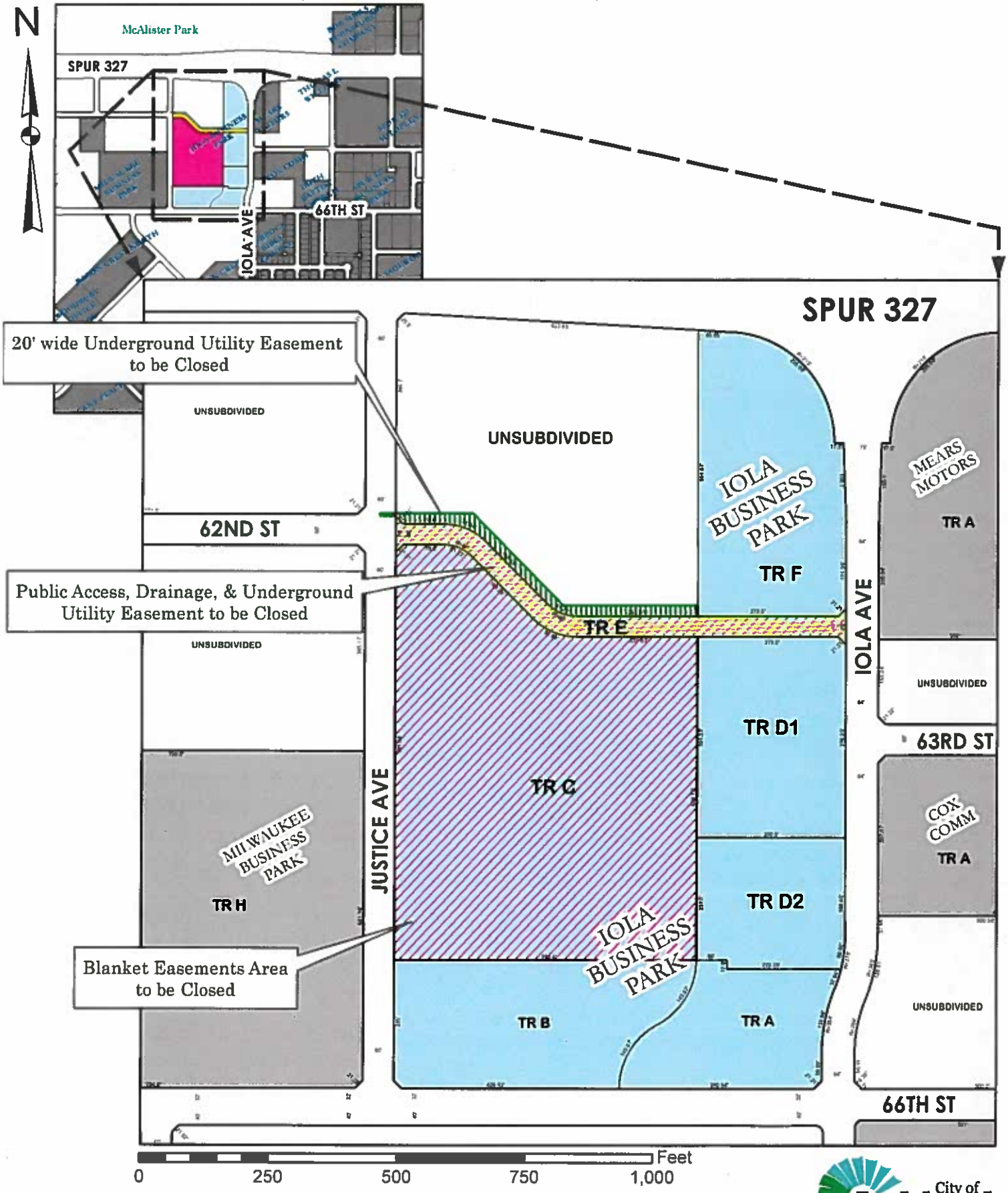
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, City Attorney

A&C-Easement-Iola Business Park Addn.ord
9.24.15

Proposed Closing of a Public Access, Drainage and Underground Utility Easement Located in Tract E, Iola Business Park Addition, as Dedicated in V.8192 P.291; a 20' wide Underground Utility Easement Located Adjacent to Tract E as Dedicated in V.8192 P.301; and all Blanket Easements Located in Tracts C and E, Iola Business Park Addition, as Dedicated in V.8192 P.291



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 **5. 12.**

Meeting Date: 11/05/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Cruz Orozco and wife, Librada Orozco regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 13, Block JS, Lubbock County, Texas.

Item Summary

Over the past several decades, the City of Lubbock has experienced significant growth in the northwest region of the existing sewer collection system that resulted in insufficient conveyance and treatment capacity within the Northwest Sewer Shed. To alleviate the capacity problems and facilitate future growth in the area the 2009 Wastewater Master Plan recommended commissioning a new Northwest Water Reclamation Plant and associated conveyance systems. The City of Lubbock is acquiring right-of-way for construction of a large diameter sanitary sewer pipeline, large diameter water pipeline, and an effluent pipeline associated with the proposed Northwest Water Reclamation Plant located at North Slide Road and State Highway 84.

The purchase price is $940 plus closing costs with West Texas Title Company.

Fiscal Impact

$94,300,000 is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Project, with $940 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Easement Orozco Parcel 33

CIP Detail

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 13, Block JS, Lubbock, Lubbock County, Texas, for the Northwest Water Reclamation Project, and 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.

THAT the consideration for the Easement shall be $940.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

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:

_____
Chad Weaver, City Attorney

RES.Easement-Parcel 33
10.9.2015

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

GRANTOR, CRUZ OROZCO and wife, LIBRADA OROZCO, with street address of 4520 CR 6300, Lubbock, Texas 79415, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement together with the right to install, survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, roadways, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water, waste water and effluent through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for purposes incidental and/or related to the Permitted Uses, including but not limited to: (a) the right to perform all Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of unimpaired ingress and egress and regress, entry and access in, to, through, on, over, under and across said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for any and all purposes necessary and or incident to the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water/effluent transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water, waste water, and/or effluent regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Grantor and Grantee agree that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Lands and from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System. Notwithstanding anything contained herein to the contrary, although the Grantee may reconstruct any roadway crossed by Grantee in exercising its rights hereunder, Grantee assumes no maintenance for any road reconstructed as a result of Grantee's use of the Easement and Grantee expressly waives same, which waiver is acknowledged by Grantor.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement for the following:

A. detouring around natural impediments within the Easement; or

B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

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

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. *Nothing contained herein shall be construed as a waiver by the Grantee of immunity of any kind or type, including without limitation, waiver of immunity from liability and immunity from suit, and the Grantee shall retain all such immunities, except as may be otherwise waived pursuant to applicable laws of the United States or State of Texas.*

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 5th day of October, 2015 ("Effective Date").

GRANTOR:

Cruz Orozco

CRUZ OROZCO

Librada Orozco

LIBRADA OROZCO

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Wesley Brakeley, P.E.
Director of P.W.

APPROVED AS TO FORM:

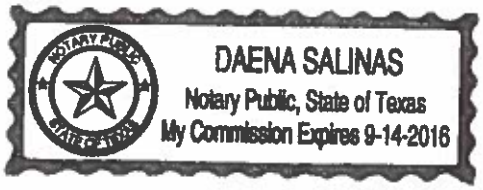
_____

Ryan J. Bigbee, Attorney

[Acknowledgements *of the Parties on Next Page]*

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on October 5, 2015, by CRUZ OROZCO and wife, LIBRADA OROZCO.



Daena Salinas
Notary Public, State of Texas
DAENA SALINAS
Printed Name of Notary
My commission expires: 9-14-16

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2015, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

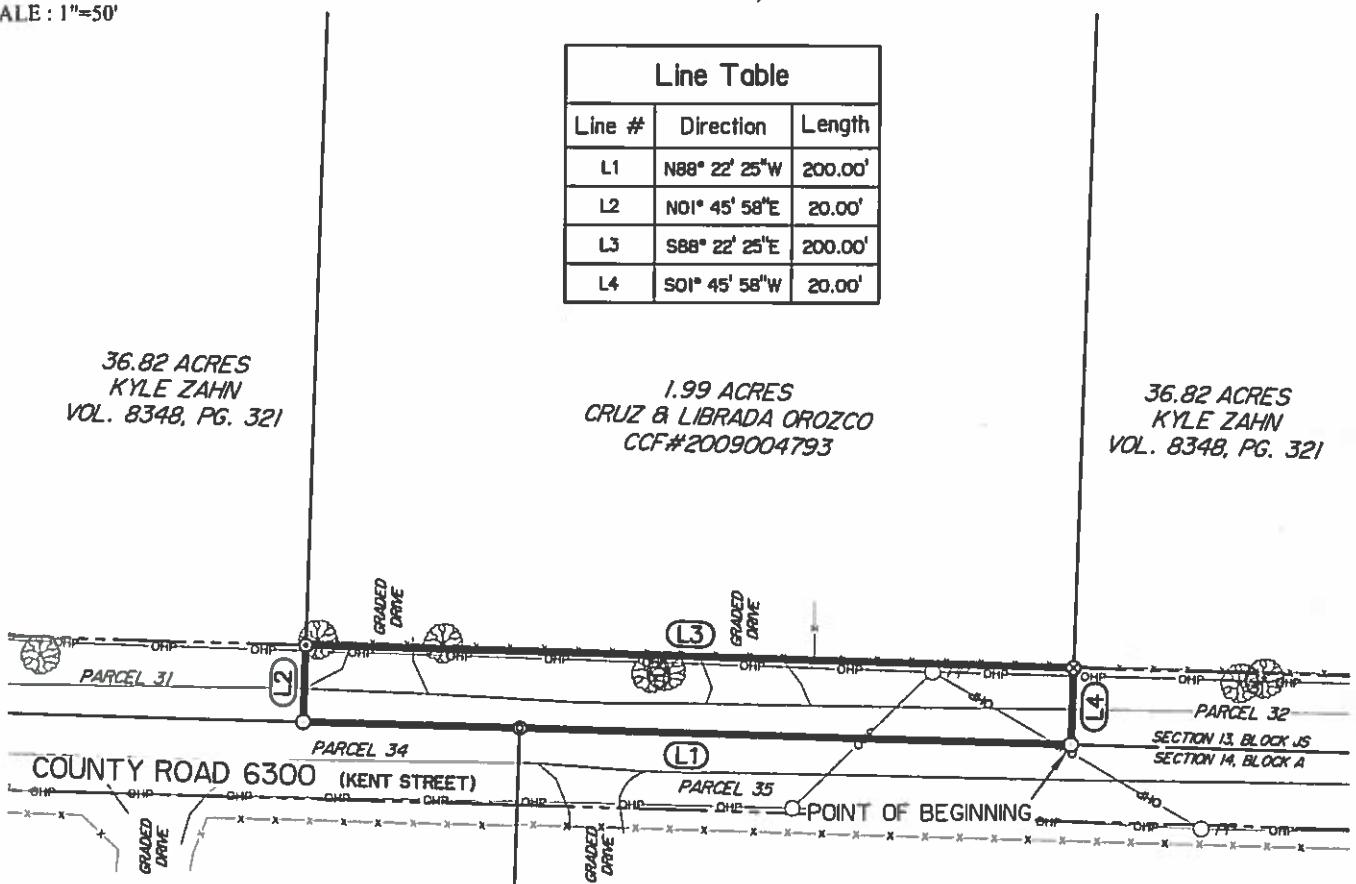
NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 33 - Permanent Easement
PERIMETER SURVEY OF A 0.092 ACRE TRACT LOCATED IN

SECTION 13, BLOCK JS

LUBBOCK COUNTY, TEXAS

SCALE : 1"=50'

Line Table		
Line #	Direction	Length
L1	N88° 22' 25"W	200.00'
L2	N01° 45' 58"E	20.00'
L3	S88° 22' 25"E	200.00'
L4	S01° 45' 58"W	20.00'



Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊗ - SET MAG NAIL WITH CAP
● - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND MAG NAIL

A legal description of even survey date herewith accompanies this plat of survey.

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002452

Surveyed on the ground.
November 14, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 783-5842
FAX: 806 / 783-3891

Copyright 2014, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GF # and any other identifiers as indicated in the certificate shown hereon.

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 33 - Permanent Easement
PERIMETER SURVEY OF A 0.092 ACRE TRACT LOCATED IN

SECTION 13, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.092 acre parcel located in Section 13, Block JS, Lubbock County, Texas, being the South 20.00 feet of a 1.99 acre tract described in County Clerk File Number (CCFN) 2009004793, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a mag nail found in the South line of said Section 13, Block JS, and in the North line of Section 14, Block A, Lubbock County, Texas, and in the North line of a 6.75 acre tract described in CCFN 2008036588, OPRLCT, and at the Southeast corner of said 1.99 acre tract, which bears N. 88°22'25" W. a distance of 1075.10 feet from a 1/2" iron pipe found at the Southeast corner of said Section 13, Block JS, for the Southwest corner of this parcel;

THENCE N. 88°22'25" W. along the common line of said Section 13, Block JS, and said Section 14, Block A, and along the North line of said 6.75 acre tract and along the South line of said 1.99 acre tract at 143.70 feet pass a 1/2" iron rod with cap found at the Northwest corner of said 6.75 acre tract and at the Northeast corner of a 6.42 acre tract described in Volume 6625, Page 266, Real Property Records, Lubbock County, Texas, continuing along said common Section line, and along the North line of said 6.42 acre tract and along the South line of said 1.99 acre tract, for a total distance of 200.00 feet to a mag nail found at the Southwest corner of said 1.99 acre tract, for the Southwest corner of this parcel;

THENCE N. 01°45'58" E. along the West line of said 1.99 acre tract a distance of 20.00 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE S. 88°22'25" E. a distance of 200.00 feet to a mag nail with cap set in the East line of said 1.99 acre tract, for the Northeast corner of this parcel;

THENCE S. 01°45'58" W. along the East line of said 1.99 acre tract a distance of 20.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
November 14, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



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

Copyright 2014, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GF # and any other identifiers as indicated in the certificate shown hereon.

Project Name **Northwest Water Reclamation Plant** *Project Number* **92221**

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Design and construction of a new Northwest Water Reclamation Plant. The reclamation plant will handle wastewater flow from Northwest Lubbock. The new plant will handle 5 million gallons of wastewater a day with the ability to expand to 15 million gallons. The new plant will produce stream quality effluent that may be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

Project Justification

The project includes the preliminary engineering, design, and construction of a proposed northwest water reclamation plant as recommended by the Sewer Collection System Master Plan.

Project History

$2.0 million was appropriated in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$3.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$18.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
Reduced by $700,000 in FY 2012-13 Budget Amendment No. 14, Ord. No. 2013-O0009, February 14, 2013.
$53.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Construction	70,800,000	18,500,000	0	0	0	0	0	89,300,000
Design and Engineering	5,000,000	0	0	0	0	0	0	5,000,000
Total Project Appropriation	75,800,000	18,500,000	0	0	0	0	0	94,300,000

			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
2005 Wastewater Revenue CO's	139,641	0	0	0	0	0	0	139,641
FY 2008 Wastewater Revenue CO's	2,257,726	0	0	0	0	0	0	2,257,726
FY 2010 Wastewater Revenue CO's	1,860,359	0	0	0	0	0	0	1,860,359
FY 2011 Wastewater Revenue CO's	5,089,098	0	0	0	0	0	0	5,089,098
FY 2013 Wastewater Revenue CO's	18,500,000	0	0	0	0	0	0	18,500,000
FY 2015 Wastewater Revenue CO's	47,953,176	0	0	0	0	0	0	47,953,176
FY 2016 Wastewater Revenue CO's	0	18,500,000	0	0	0	0	0	18,500,000
Total Funding Sources	75,800,000	18,500,000	0	0	0	0	0	94,300,000

Regular City Council Meeting **5. 13.**

Meeting Date: 11/05/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute Change Order 4 to construction contract 12090 with Tommy Klein Construction, Inc. for the Street and Water Administration Renovations Project at the Municipal Hill.

Item Summary

The renovation project of this facility is a result of the storm damage from June 2013. This portion of the facility was gutted down to structure only. The project called for a complete interior renovations of this Facility for the Water Administration and Streets Departments including all Mechanical, Electrical, Civil, Plumbing and Architectural disciplines with limited landscaping and site work. Plans and specifications were developed by Parkhill, Smith and Cooper under a separate contract. Tommy Klein Construction Inc., of Lubbock, Texas was selected as the contractor through the Request for Proposal process.

Change Order 4 involves several items that either were not covered by the plans and specifications or were requested by the City of Lubbock. Due to a concurrent contract to replace the entire roof of the facility, several items were discovered that required additional attention resulting in this change order. These include additional supports for the roof top units (RTU's) (CCR#18 &20), adding the roofing to the vestibule (CCR#21), additional water-proofing of the North wall (CCR#23), requirements from the Fire Marshall's Office (CCR#19) and adding additional electrical plugs to Room 141 (CCR# 22). The total Change Order 4 amount adds $35,528 to the original $692,463 contract resulting in a 4.96% increase in the contract.

Fiscal Impact

$1,250,000 is appropriated in Capital Improvement Project 92351, Office/Warehouse Facility Renovation - WW, with $17,764 available for this purpose; and $1,250,000 is appropriated in Capital Improvement Project 92355, Office/Warehouse Facility Replacement - Water, with $17,764 available for this purpose. The total cost of the change order is $35,528 and it is split equally between the two projects.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Change Order - Tommy Klein Construction, Inc

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order Number 4, to that certain Contract Number 12090 by and between the City of Lubbock and Tommy Klein Construction, Inc., of Lubbock, Texas, for renovation costs and services related to the administration buildings for the street and water departments per RFP #15-12090-MA, and related documents. Said Change Order Number 4 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:

_____
Wesley D. Everett, Director of Facilities Management

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

RES.Tommy Klein Construction Change Order 10.15.15
10.15.15

CITY OF LUBBOCK
CHANGE ORDER

Change Order #:	4	Contractor:	Tommy Klein Construction
Date:	10/13/15	RFP#	
Contract #:	12090	Project Name:	Streets/Water Admin Renovations

"Change Order" means a written order to a Contractor executed by the Owner in accordance with the contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the contract documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof, which does not alter the nature of the thing to be constructed and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the thing to be constructed or that is not an integral part of the project objective must be let out for public bid. **Description of change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project** ***(attach additional pages if necessary)*****:**

CCR#18	Additionnal support at roof/RTU's	$5,232.10
CCR#19	FMO required modifications	957.60
CCR#20	Modifications to RTU#4 support/curbing.	1,344.00
CCR#21	Vestibule roof addition.	25,760.00
CCR#22	Additional Electrical Requirements.	1,036.00
CCR#23	Additional blocking requirements at North Wall.	1,198.40
	TOTAL THIS CO	$35,528.10

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	$692,463.00
B.	AMOUNT OF THIS CHANGE ORDER: *Council approval required if over $25,000*	$35,528.10
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	~~4.96%~~ 5.13% MM
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$67,152.82
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	$102,680.92
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): *25% Maximum*	14.83%
G.	NEW CONTRACT AMOUNT (A+E):	$795,143.92

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order. **This Change Order is not valid without the following signatures** ***(please sign in order and return 3 originals to Purchasing and Contract Management Department)*****:**

Karen Klein — 10-14-2015 — (1) CONTRACTOR — Date
N/A — (2) PROJECT ARCHITECT/ENGINEER — Date

Approved as to Content:
10-14-15 — (3) OWNER'S REPRESENTATIVE — Date

Approved as to Form:
10/14/15 — (4) CITY ATTORNEY — Date

Chuck Brown — 10/20/15 — (5) CAPITAL PROJECTS MANAGER — Date

10/22/2015 — (6) PURCHASING AND CONTRACT MANAGER — Date

Change Orders over $25,000 require a Contract Cover Sheet and the following signatures:

CITY OF LUBBOCK — ATTEST:

(7) MAYOR — Date — (8) CITY SECRETARY — Date

Council Date:_____ Agenda Item #:_____ Resolution #:_____

PWC-045 (Rev 01/08)

Tommy Klein Construction, Inc.

August 25, 2015

Attention: **George Lisenbe**

Reference: **CCR #18 Additional Repairs due to Roofers**

George,

Tommy Klein Construction is providing this pricing for the additional work as described below.

Scope-

-Additional saw cutting of asphalt and concrete repair due to damage from roofing project and LP&L cut out in parking lot.

- Additional finish out repairs to gyp and ceilings caused from damage by leaks.

• Concrete-	Marios	$ 2,000.00
• Finishes-	Henly	$ 2,671.52

Subtotal:	$ 4,671.52
GC 12%	$ 560.58

Price: $ 5,232.10

Respectfully,

Shad Hartman
Tommy Klein Construction
806-252-1305

Tommy Klein Construction, Inc.

September 1, 2015

Attention: **George Lisenbe**

Reference: **CCR #19 Changes due to Fire Marshall**

George,

Tommy Klein Construction is providing this pricing for the additional work as described below.

Scope-

-Replacing A/E approved fire extinguishers with larger ones.
- Supply and install exit light.

•	Extinguishers-	AAA Fire	$ 330.00
•	Electrical-	SPS	$ 525.00

Subtotal:	$ 855.00
GC 12%	$ 102.60

Price: $ 957.60

Respectfully,

Shad Hartman
Tommy Klein Construction
806-252-1305

Tommy Klein Construction, Inc.

September 14, 2015

Attention: **George Lisenbe**

Reference: **CCR #20 Additional Repairs due to Roofers-RTU#4 Curb**

George,

Tommy Klein Construction is providing this pricing for the additional work as described below.

Scope-

-Additional Mechanical costs due raising curb on roof for RTU #4.

- HVAC- WSC $ 1,200.00

Subtotal:	$ 1,200.00
GC 12%	$ 144.00

Price: $ 1,344.00

Respectfully,

Shad Hartman
Tommy Klein Construction
806-252-1305

Tommy Klein Construction, Inc.

September 28, 2015

Attention: **George Lisenbe**

Reference: **CCR #21 Roofing Changes**

George,

Tommy Klein Construction is providing this pricing for the additional work as described below.

Scope-

-Additional Roofing Changes as per attached documents.

•	Roofing-	CS Advantage	$ 23,000.00

Subtotal:	$ 23,000.00
GC 12%	$ 2,760.00

Price: $ 25,760.00

Respectfully,

Shad Hartman
Tommy Klein Construction
806-252-1305

Tommy Klein Construction, Inc.

September 28, 2015

Attention: **George Lisenbe**

Reference: **CCR #22 Electrical Plugs/Door Change**

George,

Tommy Klein Construction is providing this pricing for the additional work as described below.

Scope-

-Install 3 new plugs on West wall of Room 141.
-Change door swing in Storage 110.

•	Electrical-	SPS	$ 575.00
•	Carpentry/Finishes-	Tommy Klein	$ 350.00

Subtotal:	$ 925.00
GC 12%	$ 111.00

Price: $ 1,036.00

Respectfully,

Shad Hartman
Tommy Klein Construction
806-252-1305

Tommy Klein Construction, Inc.

October 7, 2015

Attention: **George Lisenbe**

Reference: **CCR #23 Additional Block Work**

George,

Tommy Klein Construction is providing this pricing for the additional work as described below.

Scope-

-Removal and replacement of CMU block by Centennial approved by COL

•	Masonry-	Centennial	$ 1,070.00

Subtotal:	$ 1,070.00
GC 12%	$ 128.40

Price: $ 1198.40

Respectfully,

Shad Hartman
Tommy Klein Construction
806-252-1305

City of Lubbock, TX
Capital Project
Project Cost Detail
November 5, 2015

Capital Project Number:	92351
Capital Project Name:	Office/Warehouse Facility Replacement-WW
Capital Project Number:	92355
Capital Project Name:	Office/Warehouse Facility Replacement-Water

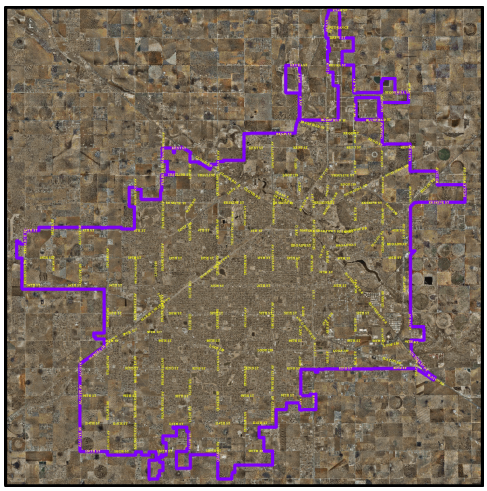
	Budget	
	92351	**92355**
Encumbered/Expended		
Parkhill, Smith and Cooper - Contract 11835	58,500	58,500
Klein Demolition	6,324	6,324
CS Advantage USAA, Inc.	185,500	185,500
CS Advantage USAA, Inc. Change Order 1	12,420	12,420
CS Advantage USAA, Inc. Change Order 2	11,615	11,615
Armko Industries Contract 11434	12,300	12,300
Tommy Klein Construction	346,232	346,231
Tommy Klein Construction Change Order 1	11,875	11,875
Tommy Klein Construction Change Order 2	11,055	11,055
Tommy Klein Construction Change Order 3	10,647	10,647
Furniture Systems	-	218,014
Gas Line	14,000	14,000
City of Lubbock Cabling Charges	20,070	20,070
City of Lubbock Staff Time	845	845
Bid/Other Cost	603	172
Agenda Item November 5, 2015		
Tommy Klein Construction Change Order 4	17,764	17,764
Encumbered/Expended To Date	719,750	937,332
Estimated Costs for Remaining Appropriation		
Construction	530,250	312,668
Remaining Appropriation	530,250	312,668
Total Appropriation	$ 1,250,000	1,250,000

Managing Department **Facilities Management**

Project Manager **Wesley Everett**

Project Classification **New Facility**

Project Status **Approved**



Project Scope
Renovation of the Water/Wastewater facility on Municipal Hill that was damaged in the weather event of June 6, 2013.

Project Justification
The weather event that occurred on June 6, 2013 did major damage to several City facilities that will require a major renovation or replacement of the facility.

Project History
$1,250,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			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	1,062,500	0	0	0	0	0	0	1,062,500
Design and Engineering	187,500	0	0	0	0	0	0	187,500
Total Project Appropriation	1,250,000	0	0	0	0	0	0	1,250,000

			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 2014 Wastewater Revenue CO's	1,250,000	0	0	0	0	0	0	1,250,000
Total Funding Sources	1,250,000	0	0	0	0	0	0	1,250,000

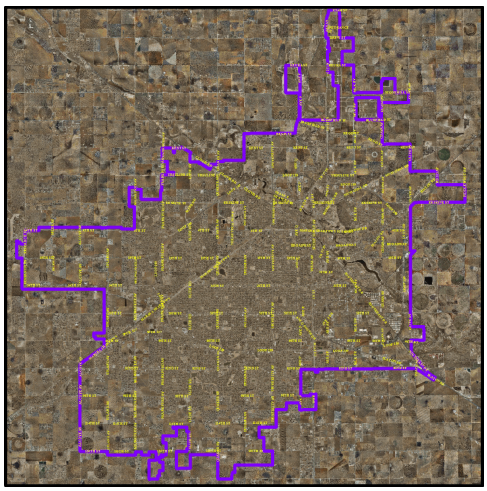
Project Name **Office/Warehouse Facility Replacement - Water** *Project Number* **92355**

Managing Department **Water Utility Admin**

Project Manager **Wesley Everett**

Project Classification **New Facility**

Project Status **Approved**



Project Scope
Renovation of the Water/Wastewater facility on Municipal Hill that was damaged in the weather event of June 6, 2013.

Project Justification
The weather event that occurred on June 6, 2013 did major damage to several City facilities that will require a major renovation or replacement of the facility.

Project History
$1,250,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			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	1,062,500	0	0	0	0	0	0	1,062,500
Design and Engineering	187,500	0	0	0	0	0	0	187,500
Total Project Appropriation	1,250,000	0	0	0	0	0	0	1,250,000

			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 2014 Water Revenue CO's	1,250,000	0	0	0	0	0	0	1,250,000
Total Funding Sources	1,250,000	0	0	0	0	0	0	1,250,000

Regular City Council Meeting **5. 14.**

Meeting Date: 11/05/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute Change Order 1 to construction contract 12208 with Pharr & Company of Lubbock, Texas for the Lubbock Senior Center Renovations.

Item Summary

The Senior Citizens Center contract includes supplying the materials and labor for the complete renovations of the facility. The scope includes, but not limited to: Complete renovations of the approximately 18,200 square foot interior with new floor coverings, new wall painting and texture, new ceiling, electrical including lighting, new HVAC systems, new addition to the men's restrooms, renovated kitchen area with fixtures and a fire sprinkler system. This project does not include replacement of exterior furniture. The exterior renovations will include new windows, painting, and a new roofing system. Limited site work will also be included. Plans and Specifications were developed by Cox/Dirks Architects, P.C. of Lubbock, Texas.

Change Order 1 involves several items that either were not covered by the plans and specifications or were requested by the City of Lubbock. Due to the age of this facility and lack of original "as-built" drawings, several items were discovered requiring additional attention resulting in this Change Order. These include additional plaster repair on the ceiling where the original light fixtures were replaced (CCR#1&14), extend hot water to sink in Room 129 and related plumbing works (CCR#2&6),add electrical dimmers and contacts to control lighting from central location (CCR#4), replace curb & gutter in North parking lot entrance (CCR#5), rework west elevation with new windows and siding in lieu of refinishing wood exterior (CCR#8), repair cracked roof drains (CCR#9), add weld clip supports for new exterior windows (CCR#11) and miscellaneous items (CCR#12). The total Change Order 1 amount adds $69,203.61 to the original $1,230,500.00 contract resulting in a 5.62% increase in the contract.

Fiscal Impact

$2,870,370 is appropriated in Capital Improvement Project 92323, Facilities Renovations Upgrades, with $69,204 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Change Order - Pharr & Company

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order Number 1, to that certain Contract Number 12208 by and between the City of Lubbock and Pharr & Company, of Lubbock, Texas, for renovation costs and services related to the Lubbock Senior Center as per RFP #15-12208-MA, and related documents. Said Change Order Number 1 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Wesley D. Everett, Director of Facilities Management

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

RES Pharr and Company Change Order 10.19.15
10.19.15

CITY OF LUBBOCK
CHANGE ORDER

Change Order #:	1	Contractor:	Pharr & Company
Date:	10/14/15	RFP#	15-12208-MA
Contract #:	12208	Project Name:	Lubbock Senior Center

"Change Order" means a written order to a Contractor executed by the Owner in accordance with the contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the contract documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof, which does not alter the nature of the thing to be constructed and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the thing to be constructed or that is not an integral part of the project objective must be let out for public bid. **Description of change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project** ***(attach additional pages if necessary)*****:**

1	CCR#1	Ceiling Plaster patching, West end Phase 1.	$16,832.55
2	CCR#2	Various plumbing issues.	984.38
3	CCR#4	Add electrical dimmers and contact to control lights at single point.	4,003.65
4	CCR#5	Replace 30' curb and gutter in north lot.	525.00
5	CCR#6	Replace lead flashing and remove water heater vent and wall louver.	870.19
6	CCR#8	Rework West elevation.	21,651.61
7	CCR#9	Repaitr cracked roof drains.	3,036.98
8	CCR#11	Weld clips for exterior window supports.	9,187.50
9	CCR#12	Omit wall panels and furring, add roof ladders andrepoint mason joints.	36.75
10	CCR#14	Ceiling Plaster patching, East end Phase 2.	12,075.00
11		Additional days added to contract: **14.**	
		CO Total:	$69,203.61

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	$1,230,500.00
B.	AMOUNT OF THIS CHANGE ORDER: *Council approval required if over $25,000*	$69,203.61
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	5.62%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$0.00
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	$69,203.61
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): *25% Maximum*	5.62%
G.	NEW CONTRACT AMOUNT (A+E):	$1,299,703.61

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order. **This Change Order is not valid without the following signatures** ***(please sign in order and return 3 originals to Purchasing and Contract Management Department)*****:**

(1) CONTRACTOR	Date	(2) PROJECT ARCHITECT/ENGINEER	Date 10/14/15
Approved as to Content:		Approved as to Form:	
(3) OWNER'S REPRESENTATIVE	Date 10/19/15	(4) CITY ATTORNEY	Date 10/16/15
(5) CAPITAL PROJECTS MANAGER	Date 10/20/15	(6) PURCHASING AND CONTRACT MANAGER	Date 10/21/2015

Change Orders over $25,000 requires a Contract Cover Sheet and the following signatures:

PWC-045 (Rev 01/08)

CITY OF LUBBOCK		ATTEST:	
(7) MAYOR	Date	(8) CITY SECRETARY	Date

Council Date:_____ Agenda Item #:_____ Resolution #:_____

Pharr & Company
PO Box 2791
Lubbock, TX 79408
Ph : 806-763-5263

Change Request

To: Dirks, Jimmy
Cox/Dirks Architects, P.C.
1710 - 15th Street
Lubbock, TX 79401
Ph: (806)762-1226 Fax: (806)762-1257

Number: 1
Date: 8/4/15
Job: 15-007 Senior Citizens Center Lubbock
Phone:

Description: Additional Interior Ceiling Patch Work

Source: CCR # 001

We are pleased to offer the following specifications and pricing to make the following changes:

To patch 41 - 18" x 36" holes in the first phase of work.

Labor for two holes.
12 hours at $336.00 = $336.00
12 hours at $15.00 = $180.00

Total Labor = $516.00

Material for two holes.
Lathe & Screws = $26.00
1 bag of white Portland = $22.00
1 bag of gypsolite plaster = $20.00
1 bag of bonding agent = $21.00
1 bag of USG Acoustical Plaster = $60.00
Misc. poly, tape, etc. = $15.00

Total Material $164.00

Mark up is 15% = $102.00

$391.00 per hole.

Description	Labor	Material	Equipment	Subcontract	Other	Price
EIFS				$16,031.00		$16,031.00
					Subtotal:	$16,031.00
			Fee	$16,031.00	5.00%	$801.55
					Total:	**$16,832.55**

If you have any questions, please contact me at (806)763-5263.

Submitted by: Tyler, Jacob
Pharr & Company

Approved by: _____
Date: _____

Cc:

Pharr & Company
PO Box 2791
Lubbock, TX 79408
Ph : 806-763-5263

Change Request

To: Dirks, Jimmy
Cox/Dirks Architects, P.C.
1710 - 15th Street
Lubbock, TX 79401
Ph: (806)762-1226 Fax: (806)762-1257

Number: 2
Date: 8/11/15
Job: 15-007 Senior Citizens Center Lubbock
Phone:

Description: Plumbing

Source: CCR # 002

We are pleased to offer the following specifications and pricing to make the following changes:

1.) EXTEND HOT WATER LINE FROM TOILET 128 TO SERVE SINK @ CRAFTS 129.

2.) CORE FOOTING @ STORAGE 135 TO ACCOMODATE NEW FLOOR DRAIN @ STORAGE 134.

3.) CAP WATER & DRAIN @ SINK IN KITCHEN 120.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Plumbing				$172.50		$172.50
Plumbing				$555.00		$555.00
Plumbing				$210.00		$210.00
					Subtotal:	$937.50
			Fee	$937.50	5.00%	$46.88
					Total:	**$984.38**

If you have any questions, please contact me at (806)763-5263.

Submitted by: Tyler, Jacob
Pharr & Company

Approved by: _____
Date: _____

Cc:

Pharr & Company
PO Box 2791
Lubbock, TX 79408
Ph : 806-763-5263

Change Request

To: Dirks, Jimmy
Cox/Dirks Architects, P.C.
1710 - 15th Street
Lubbock, TX 79401
Ph: (806)762-1226 Fax: (806)762-1257

Number: 4
Date: 8/19/15
Job: 15-007 Senior Citizens Center Lubbock
Phone:

Description: Electrical Dimmers

Source: CCR # 004

We are pleased to offer the following specifications and pricing to make the following changes:

Four (4) dimmers (one for each row) instead of one (1) dimmer for the Central Multipurpose Area (red shaded area.) We believe one dimmer might not be sufficient for the load of the 28 light fixtures. The original two (2) switches behind the reception desk to override the lighting of the entire building through contactors (one switch for each half of the building) remain.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Electrical				$3,813.00		$3,813.00
					Subtotal:	$3,813.00
			Fee	$3,813.00	5.00%	$190.65
					Total:	**$4,003.65**

If you have any questions, please contact me at (806)763-5263.

Submitted by: Tyler, Jacob
Pharr & Company

Approved by: _____
Date: _____

Cc:

Pharr & Company
PO Box 2791
Lubbock, TX 79408
Ph : 806-763-5263

Change Request

To: Dirks, Jimmy
Cox/Dirks Architects, P.C.
1710 - 15th Street
Lubbock, TX 79401
Ph: (806)762-1226 Fax: (806)762-1257

Number: 5
Date: 8/21/15
Job: 15-007 Senior Citizens Center Lubbock
Phone:

Description: Curb & Gutter

Source: CCR # 005

We are pleased to offer the following specifications and pricing to make the following changes:
To cut out existing curb and gutter, and repair dirt work, then pour new crub and gutter for 30 feet.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Cast-in-Place Concrete				$500.00		$500.00
					Subtotal	$500.00
			Fee	$500.00	5.00%	$25.00
					Total:	**$525.00**

If you have any questions, please contact me at (806)763-5263.

Submitted by: Tyler, Jacob
Pharr & Company

Approved by: _____
Date: _____

Cc:

Pharr & Company
PO Box 2791
Lubbock, TX 79408
Ph : 806-763-5263

Change Request

To: Dirks, Jimmy
Cox/Dirks Architects, P.C.
1710 - 15th Street
Lubbock, TX 79401
Ph: (806)762-1226 Fax: (806)762-1257

Number: 6
Date: 8/21/15
Job: 15-007 Senior Citizens Center Lubbock
Phone:

Description: Replace Lead Closet Bend & Remove Existing W.H. Vent & Wall Lover @ Storage 135
Source: CCR # 006

We are pleased to offer the following specifications and pricing to make the following changes:

REPLACE LEAD CLOSET BEND W/ PVC AND INSTALL NEW FLANGE.

LABOR 3.5 HRS @ 76.00 = 266.00
EQUIP.: 60.00
MATERIALS: 34.00
M-UP: 90.00
TOTAL: 450.00

REMOVE EXISTING W.H. VENT AND WALL LOUVER @ STORAGE 135 AND RE-VENT W.H. THROUGH EXISTING ROOF PENETRATION IN STORAGE 134.

LABOR: 3 HRS @ 76.00 = 228.00
MATERIALS: 75.00
M-UP: 75.75
TOTAL: 378.75

Description	Labor	Material	Equipment	Subcontract	Other	Price
Plumbing				$450.00		$450.00
HVAC				$378.75		$378.75
					Subtotal	$828.75
			Fee	$828.75	5.00%	$41.44
					Total:	**$870.19**

If you have any questions, please contact me at (806)763-5263.

Submitted by: Tyler, Jacob
Pharr & Company

Approved by: _____
Date: _____

Cc:

Pharr & Company
PO Box 2791
Lubbock, TX 79408
Ph : 806-763-5263

Change Request

To: Dirks, Jimmy
Cox/Dirks Architects, P.C.
1710 - 15th Street
Lubbock, TX 79401
Ph: (806)762-1226 Fax: (806)762-1257

Number: 8
Date: 9/3/15
Job: 15-007 Senior Citizens Center Lubbock
Phone:

Description: Rev. West Elev. C02

Source: CCR # 008

We are pleased to offer the following specifications and pricing to make the following changes:

1. Removal of existing window system, that extends from 2'-7" a.f.f. to 10'-8" a.f.f., by Owner's asbestos abatement subcontractor, under a separate contract.
2. Rework the existing interior, furred wall as illustrated in the attached "Wall Section (West) CO4" to accommodate new Window W/07, high.
3. Infill existing opening, to the bottom of new Window W/07, with 2x6 wood studs at 16" o.c. Brace the new infill wall to existing interior, furred wall and install batt insulation at stud cavities.
4. Provide liquid applied air and moisture barrier, on ¾" exterior grade, Exposure 1 plywood sheathing, over new stud framing.
5. Remove the existing masonry wall above door opening 130, refer to attached "Rev. Partial Floorplan CO1" for location of opening and "Rev. West Elev. CO2" for masonry wall location, as required to install new Window W/07.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Glazing				$16,773.58		$16,773.58
Rough Carpentry				$3,847.00		$3,847.00
					Subtotal:	$20,620.58
			Fee	$20,620.58	5.00%	$1,031.03
					Total:	**$21,651.61**

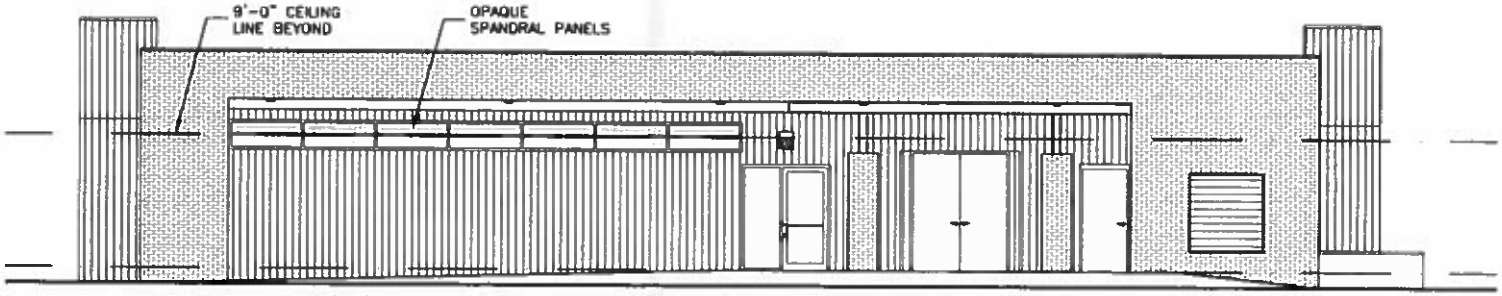
Please note that Pharr & Company will require an extra 14 days.

If you have any questions, please contact me at (806)763-5263.

Submitted by: Tyler, Jacob
Pharr & Company

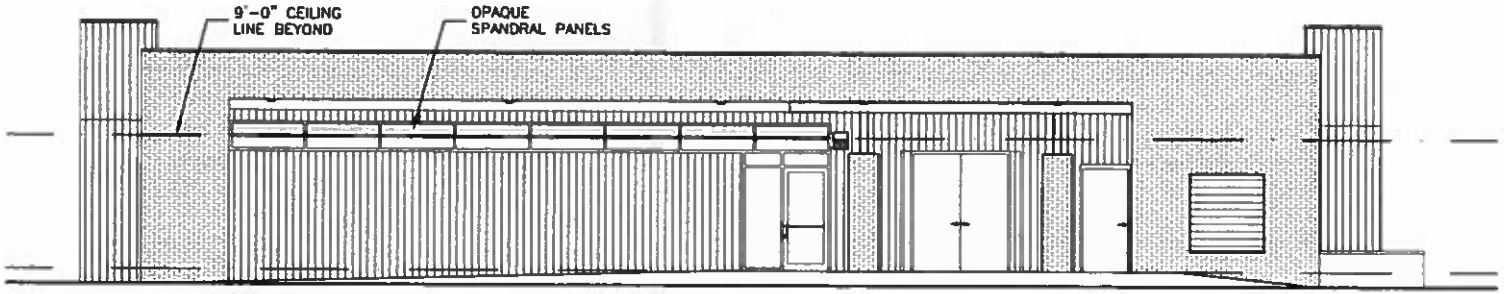
Approved by: _____
Date: _____

Cc:



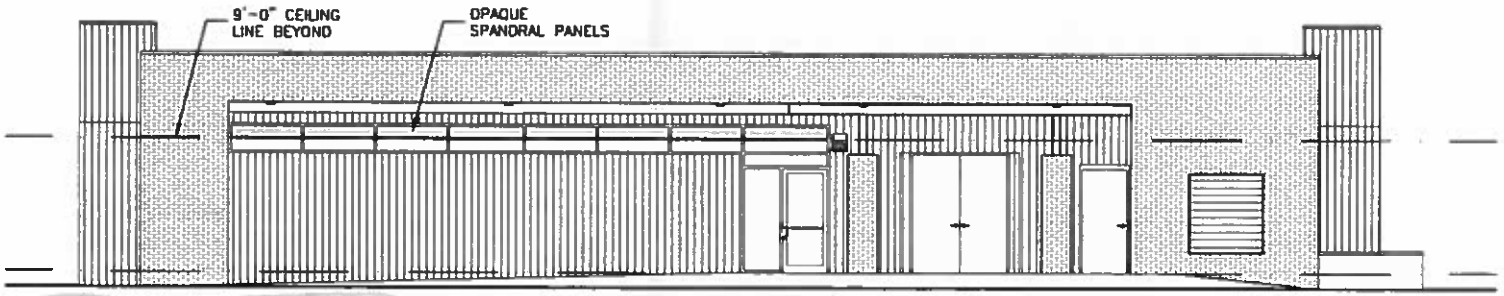
WEST ELEVATION 'A'

SCALE 1/8"=1'-0"



WEST ELEVATION 'B'

SCALE 1/8"=1'-0"



WEST ELEVATION 'C'

SCALE 1/8"=1'-0"

Pharr & Company
PO Box 2791
Lubbock, TX 79408
Ph : 806-763-5263

Change Request

To: Dirks, Jimmy
Cox/Dirks Architects, P.C.
1710 - 15th Street
Lubbock, TX 79401
Ph: (806)762-1226 Fax: (806)762-1257

Number: 9
Date: 9/14/15
Job: 15-007 Senior Citizens Center Lubbock
Phone:

Description: Cracked Roof Drains

Source: CCR # 009

We are pleased to offer the following specifications and pricing to make the following changes:

ALL ROOF DRAINS ARE CRACKED, TO REPLACE 6" C.I. ROOF DRAINS W/ DECK CLAMP.

LABOR: 7 HRS @ 76.00 = 532.00
MATERIALS: 239.30
M-UP: 192.82
TOTAL: 964.12 (EA)

Description	Labor	Material	Equipment	Subcontract	Other	Price
Plumbing				$2,892.36		$2,892.36
					Subtotal:	$2,892.36
			Fee	$2,892.36	5.00%	$144.62
					Total:	**$3,036.98**

If you have any questions, please contact me at (806)763-5263.

Submitted by: Tyler, Jacob
Pharr & Company

Approved by: _____
Date: _____

Cc:

Pharr & Company
PO Box 2791
Lubbock, TX 79408
Ph : 806-763-5263

Change Request

To: Dirks, Jimmy
Cox/Dirks Architects, P.C.
1710 - 15th Street
Lubbock, TX 79401
Ph: (806)762-1226 Fax: (806)762-1257

Number: 11
Date: 9/17/15
Job: 15-007 Senior Citizens Center Lubbock
Phone:

Description: Weld Clips for Exterior Window Supports

Source: CCR # 011

We are pleased to offer the following specifications and pricing to make the following changes:

Furish and install weld clips for the exterior window wall support.

3" wide12 gauge 8" Z Perlin with a 5" x 3/8" dowell rod welded for diagonal support at 4 foot on center.

This pricing is for Phase I & II.
No addional cost for Plaster work as Mike is doing the welding.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Metal Fabrications				$8,750.00		$8,750.00
					Subtotal:	$8,750.00
			Fee	$8,750.00	5.00%	$437.50
					Total:	**$9,187.50**

If you have any questions, please contact me at (806)763-5263.

Submitted by: Tyler, Jacob
Pharr & Company

Approved by: _____
Date: _____

Cc:

Pharr & Company
PO Box 2791
Lubbock, TX 79408
Ph : 806-763-5263

Change Request

To: Dirks, Jimmy
Cox/Dirks Architects, P.C.
1710 - 15th Street
Lubbock, TX 79401
Ph: (806)762-1226 Fax: (806)762-1257

Number: 12
Date: 9/17/15
Job: 15-007 Senior Citizens Center Lubbock
Phone:

Description: Change Directive B

Source: CCR # 013

We are pleased to offer the following specifications and pricing to make the following changes:

1.) Omit new wall exterior panel system and all associated hardware at the exterior accent columns, west end of the building, on the north and south elevation, and the exterior of Stor. 102 and 105, on the north elevation.

2.) Existing, exposed ledge stone to remain. Tuck pointe mortar joints as required and patch existing stone at removed framing attachments.

3.) Omit furring at existing cove as noted on Sheet A2.2 Sheet Note 12 and detailed in 7.2/13. For clarificatioin existing cove to remain. Paint as scheduled to match existing ceiling.

4.) Provide two new access ladders on the roof. One ladder to be located over the parapet between Roof "A" and "B." The second ladder to be located on the parapet between Roof "C" and "B". Coordinate exact locatin with the City of Lubbock.

Description	Labor	Material	Equipment	Subcontract	Other	Price
General Labor				$-2,500.00		$-2,500.00
Masonry				$1,500.00		$1,500.00
Rough Carpentry				$-1,825.00		$-1,825.00
Metal Fabrications	$600.00			$2,260.00		$2,860.00
					Subtotal:	$35.00
			Fee	$35.00	5.00%	$1.75
					Total:	**$36.75**

If you have any questions, please contact me at .

Submitted by:

Approved by: _____
Date: _____

Cc:

Pharr & Company
PO Box 2791
Lubbock, TX 79408
Ph : 806-763-5263

Change Request

To: Dirks, Jimmy
Cox/Dirks Architects, P.C.
1710 - 15th Street
Lubbock, TX 79401
Ph: (806)762-1226 Fax: (806)762-1257

Number: 14
Date: 10/5/15
Job: 15-007 Senior Citizens Center Lubbock
Phone:

Description: Ceiling Patch Work Phase II-Estimate Only

Source: CCR # 014

We are pleased to offer the following specifications and pricing to make the following changes:

Ceiling patches at the 2nd Phase of this project. Not this is a estmate only! Until the demo is at 100% complete for Phase II there is no way of knowing exactly a final price.

Description	Labor	Material	Equipment	Subcontract	Other	Price
EIFS				$11,500.00		$11,500.00
					Subtotal:	$11,500.00
			Fee	$11,500.00	5.00%	$575.00
					Total:	**$12,075.00**

If you have any questions, please contact me at (806)762-1226.

Submitted by: Dirks, Jimmy
Cox/Dirks Architects, P.C.

Approved by: _____
Date: _____

Cc:

City of Lubbock, TX
Capital Project
Project Cost Detail
November 5, 2015

Capital Project Number:	92323
Capital Project Name:	Facility Renovations/Upgrades

		Budget
Encumbered/Expended		
Cox Dirks Contract 11738 - 19th Street Center Design	$	44,600
Cox Dirks Contract 11738 - Amendment 1		5,000
Condray Contract 11748 - Simmons Centers Design		66,290
City of Lubbock Staff Time		845
Bid Cost		3,301
Stiles, Wallace Contract 12180 -Trejo Design		71,053
Mary K Crites Contract 12301 - Maxey Design		58,480
Pharr and Company Contract 12208 - Senior Center Renovations		1,230,500
Tommy Klein Construction Contract 12253-Simmons Senior Center		244,355
West Texas Abatement		44,236
Compliance Sampling and Analysis		8,700
Pods Enterprises Inc.		3,553
Lubbock Inspection Service		1,090
Agenda Item November 5, 2015		
Pharr & Co. Contract 12208 Change Order 1		69,204
Encumbered/Expended To Date		1,851,207
Estimated Costs for Remaining Appropriation		
Construction and Design		1,019,163
Remaining Appropriation		1,019,163
Total Appropriation	$	2,870,370

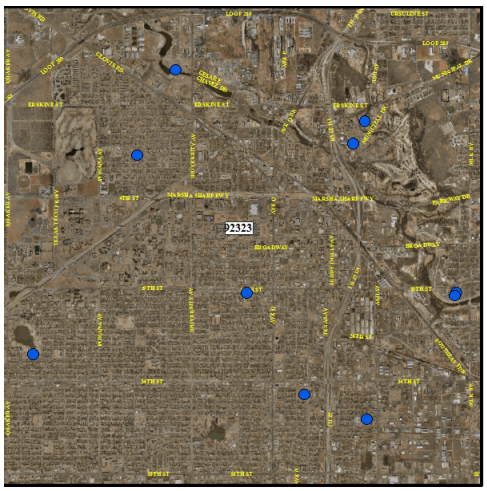
Project Name **Facility Renovations/Upgrades** *Project Number* **92323**

Managing Department **Facilities Management**

Project Manager **George Lisenbe**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

The project includes complete interior and exterior renovation of the following facilities: Copper Rawlings, Hodges Community Center, Lubbock Senior Center, Simmons Community Center, Simmons Senior Center, Trejo Super Center, Maxey Community Center, Stubbs Party House, Fleet and Solid Waste Operations, and Municipal Hill Operations Center. The priority will be the renovation of the community and senior centers first.
FY 2013-14 funding is for the renovations of Lubbock Senior Center and Mae Simmons Senior Center.
FY 2014-15 funding is for the renovations of the Trejo Supercenter, Mae Simmons Community Center, and Maxey Community Center.
FY 2015-16 funding is for the renovations of Mae Simmons Community Center and furnishings for 19th Street Senior Center, Mae Simmons Senior and Community Centers.

Project Justification

The maintenance of these 10 facilities have been limited over the past many years. These facilities require immediate maintenance actions or risk permanent damage to the facility.

Project History

In general, the buildings reflect their age. The newest building is 23 years old and the oldest is 60. Most have been remodeled to some degree over the years. All of the buildings are operational and generally sound and functional.

$1,835,370 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
$185,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.
$850,000 was appropriated in the FY 2015-16 Budget, Ord. No. 2015-O0094, September 10, 2015.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Construction	1,585,370	799,000	2,144,380	0	0	0	0	4,528,750
Construction Management Support	0	0	0	0	0	0	0	0
Design and Engineering	435,000	0	0	150,000	0	0	0	585,000
Furnishings	0	51,000	0	0	0	0	0	51,000
Total Project Appropriation	2,020,370	850,000	2,144,380	150,000	0	0	0	5,164,750

Regular City Council Meeting **5. 15.**

Meeting Date: 11/05/2015

Information

Agenda Item

Resolution - GIS and Data Services: Consider a resolution authorizing the Mayor to execute Amendment 3 to Contract 10956 between the City of Lubbock and Tyler Technologies, Inc. for implementation of an on-line citizen portal and additional implementation services for other city departments.

Item Summary

Amendment 3 to the City's existing contract with Tyler Technologies will provide for additional implementation services, automation development, report writing, and training for Codes Enforcement. It also includes services for implementation of eReviews and Citizens Self Service online access for all of the EnerGov modules. This implementation will enable online submission of plans by engineers, architects and contractors.

In December 2012, the City contracted with EnerGov Solutions, LLC for software and implementation services for a new permitting system for Building Inspection and several other departments. The goal of the project is an integrated permitting and licensing system that accommodates the needs of many departments and makes cross-departmental tracking, notification and reporting possible. This project went live in December 2014. Participating departments include Building Inspection, Planning, Water Utilities Engineering, Streets Engineering, Stormwater Engineering, Industrial Waste Monitoring and Protection, and City Secretary.

Amendment 1 to this contract changed the name of the contracting company, as Energov Solutions LLC was purchased by Tyler Technologies before the original contract was executed by the City Council, and the company is now part of Tyler's Local Government Division, which is headquartered in Lubbock.

Amendment 2 provided software and services to replace the existing Codes Enforcement software and give Codes Inspectors the ability to conduct inspections and issue citations from a mobile device. It also upgraded the original software license acquired in 2012 to an Unlimited User Site Subscription to accommodate current and future users of the software. This includes the Permit/Land management Suite, eReviews, Licensing and Regulatory Management Suite, Citizen Request Suite and the mobile apps, iG Inspect and iG Enforce. Completion of this implementation will consolidate a variety of permit and license systems, ranging from paper files to small access databases, into a single system.

Fiscal Impact

This amendment increases the original agreement amount by an additional $48,400. The funds will come from Capital Project 92329 for Codes/Environmental Health Software Replacement. The new 5 year contract amount will be $1,858,616 if this amendment is approved.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution - Tyler Technologies Inc. Amendment 3

Agreement - Tyler Technologies, Inc.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute on behalf of the City of Lubbock Amendment No. 3 to the Agreement Between the City of Lubbock and Tyler Technologies, Inc. (Contract No. 10956). The contract 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 this _____ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
And Chief Information Officer

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CITYATTJOHN\GIS\RES.TylerTechAmendmentNo3.2015.doc

AMENDMENT NO. 3
TO AGREEMENT BETWEEN THE CITY OF LUBBOCK
AND
TYLER TECHNOLOGIES, INC.

THIS IS AN AMENDMENT ("Amendment No. 3") TO THE AGREEMENT Contract 10956 dated and entered into the 17th day of December, 2012 (the "Agreement") by and between the City of Lubbock ("City") and Tyler Technologies, Inc. ("Consultant"), with offices at 5519 53rd Street, Lubbock, Texas 79414.

The Consultant has entered into the Agreement and two subsequent amendments (the "Amendments") with the City for, without limitation, the performance of professional services associated with integrated permit, license and land management solutions.

This Amendment No. 3 increases the original Agreement amount by an additional $48,400. The expiration date of the Agreement remains as originally stated.

This Amendment No. 3 includes work associated with the increased scope of the original project as set forth in Exhibit A, attached hereto. For the purpose of reference, the new contract amount will be $1,858,616.

All other portions of the original Agreement and previous Amendments shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Amendment as of this _____day of October, 2015.

CITY OF LUBBOCK:

_____
Glen C. Robertson, Mayor

TYLER TECHNOLOGIES:

_____
Janet Joiner
Executive Vice President - Finance
Local Government Division

ATTEST:

_____
Becky Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood
Assistant City Manager and
Chief Information Officer

APPROVED AS TO FORM:

_____
John C. Grace
Assistant City Attorney

Exhibit A
Increased Scope of Services

UAT Issue Resolution – Code Enforcement – 40 hours – Miguel Aleman Consultant
Time for working on the User Acceptance Testing List on SharePoint.

Report Development – Code Enforcement – 80 hours
Report writing services, including the 14 named reports below. Some may be consolidated as part of development with the agreement of the City.

1. Weeds and Rubbish Invoice
2. Large Lots List
3. Liens Workflow – Weeds and Rubbish, Zoning and Property Maintenance. (GIS Possibility)
4. Crush Order (JV)
5. Hearing Notice and Labels
6. JV Agenda
7. JV Decision Letter
8. Invoice for Zoning Case (Possibly Combined with Item 1)
9. Invoice for Substandard Structures Case (Possibly combined with Item 1)
10. Property Maintenance Letter
11. Zoning Letter
12. Weeds & Rubbish Removal Contract
13. Weeds Lien: Weed and Rubbish Abatement Lien
14. Water Cases Initiated Report

Data Services Automation Development – Code Enforcement – 20 hours –
Automate report processes with custom stored procedure, including Weed Abatement Contractor assignment and letter generation (Mowers List).

Project Management – Code Enforcement – 20 hours – Daniel Durham, Project Management
Schedule, Budget, Status calls, and coordination of resources.

End User Training and Go-Live – Code Enforcement – 40 Hours – Miguel Aleman, Consultant
1 week onsite for Code Enforcement Training and Go-Live

Configuration Updates – eReviews and CAP or CSS – 40 hours –
If Lubbock decides to implement Citizen Self Service (rev 1 release anticipated Q1 2016) these hours would be used to configure this to be released product.

UAT Issue Resolution – eReviews and CAP or CSS – 20 hours –
If Lubbock decides to implement Citizen Self Service (rev 1 release anticipated Q1 2016) these hours would be used for a consultant to address UAT Issues.

End User Training and Go-Live – eReviews and CAP or CSS – 40 Hours – Miguel Aleman, Consultant
1 week onsite for eReviews and CAP or CSS Training and Go-Live

Total – 300 Hours @ $150/hour =$45,000

Travel Budget – $3400

Regular City Council Meeting **5. 16.**

Meeting Date: 11/05/2015

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute contract 12448 with Phares Auto Glass, Inc., contract 12576 with B King Ventures LLC DBA Clear Vu Auto Glass and contract 12577 with Safelite Fulfillment Inc. for Vehicle Windshield and Window Services, ITB 15-12448-KK.

Item Summary

The contract establishes annual pricing for vehicle windshield and window services for the City's fleet of vehicles. On average there are 180 windshield replacements and crack repairs annually.

Staff recommends contract award to the following lowest three bidders Phares Auto Glass, Inc. of Lubbock, TX as primary provider; B King Ventures LLC,-DBA Clear Vu Auto Glass of Lubbock, TX as secondary provider and Safelite Fulfillment, Inc. of Lubbock, TX. as tertiary provider. A tabulation sheet is provided.

The contract term is for one year with the option to renew annually for up to two additional one year periods. The total amount of the contract is based on estimated quantities and actual expenditures may be more or less depending on needs.

Fiscal Impact

Funds are appropriated in the Adopted FY 2015-16 Operating Budget for various departments.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Phares Auto Glass, Inc

Resolution & Contract - B King Ventures dba Clear Vu Auto Glass

Resolution & Contract - Safelite Fulfillment, Inc

Bid Tabulation

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract Number 12448 for vehicle windshield and window services per ITB #15-12448-KK, by and between the City of Lubbock and Phares Auto Glass, 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.PharesAutoGlass 10.19.15
10.19.15

City of Lubbock, TX
Contract for Vehicle Windshield and Window Services

THIS CONTRACT made and entered into this **5th** day of **November, 2015**, by and between the City of Lubbock ("City"), and **Phares Auto Glass, Inc.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Vehicle Windshield and Window Services and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Vehicle Windshield and Window Services.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Vehicle Windshield and Window Services and more specifically referred to as Primary provider on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate Products-comp/Op AGG Personal & Adv. Injury Contractual Liability	$1,000,000
Automotive Liability Any Auto	$1,000,000
Workers Compensation Employers' Liability	Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis on auto/general liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. All funds for payment by the city under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council

of the city of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

11. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract insurance requirements.

12. This Contract consists of the following documents set forth herein; Invitation to Bid No. 15-12448-KK, Specifications, and the Bid Form.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Laura Pratt, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

LANCE PHARES

Print Name

1807 TEXAS Ave

Address

LUBBOCK TX 79401

City, State, Zip Code

City of Lubbock, TX
Vehicle Windshield and Window Services
ITB 15-12448-KK

Specifications

Scope and Intent:

This specification describes service to provide windshield repair or replacement for the City of Lubbock cars, light to heavy-duty trucks and off-road equipment on an as-needed basis.

The contract is to be for a period of one year, said date of term beginning upon City Council date of formal approval. The City and Contractor may, upon written mutual consent, extend the contract for two additional one-year periods to provide **Windshield and Window Services** for vehicles for the City of Lubbock. The rates may also be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI) whichever is most appropriate for the specific contract for the previous 12-months. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

Multiple Awards: In order to assure adequate coverage for remote locations throughout the City, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. Cost and location will be used in making this determination. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

General Requirements:

Installation personnel shall be certified in automotive glass installation. The successful bidder shall supply OWNERS REPESENTATIVE, the names and license numbers of those individuals so qualified.

The successful bidder must stock a substantial quantity of glass of the size, type and quality bid so as to be able to effect a replacement in the time frame specified.

Mobile service calls are a requirement of this bid. Additionally, some City vehicles may be taken to the glass company's place of business for windshield repair or replacement; other glass replacement or repairs may require the vendor to work on site either in the City or to outside City of Lubbock locations.

The successful bidder must respond within twenty-four hours, after notification of City requirements.
Hourly rates quoted in this bid shall include **ALL** services such as glass, parts, materials and labor needed to perform the work.

Material Specifications and Requirements:

Motor Vehicle Safety Standards (FMVSS) related to automotive glass.
Sealant used during the installation of all products shall be SikaTack/ASAP or approved equal. Drying time for sealants shall not exceed two (2) hours at 60 degrees F.

Vendor shall provide upon request, Material Safety Data Sheets (MSDS) for the contents of the resins to be used.
The City of Lubbock reserves the right to approve or reject any type of resin proposed for windshield repair.

All glass supplied with this contract shall be manufactured in the UNITED STATES and shall meet the requirements of the original vehicle materials, such as tint, fit and applicable standards. Replacement windshield glass shall additionally meet Federal guidelines.

Safety glass must meet the exacting requirements for the American Standard Safety Code for Safety Glazing Materials for Glazing Motor Vehicles operating on Land Highways (HSA Z26.1-1966) and Federal Motor Vehicles Safety Standard No. 205 (or subsequent revisions) as indicated.

- FMVSS 205 Glazing Materials
- FMVSS 208 Occupant Crash Protection
- FMVSS 212 Windshield Retention
- FMVSS 216 Roof Crush Resistance

The warranty of all laminated or tempered Safety Glass must be guaranteed against manufacturing defects, workmanship, and materials, including installation for a period of one year, or standard warranty *whichever is longer*. Safety Glass, clear or tinted, both curved and flat automotive glass parts for doors, windows and particularly windshields shall consist of two pieces of Polished Plated or Float Glass laminated together with an interlayer of vinyl plastic, in order to provide the greatest elasticity and resistance to breakage at all temperatures. The quality of glass must reflect an absence of excessive distortion and have superior vision from any angle. Tinted glass must keep car interior cooler and guard against eyestrain from glare of sunlight.

Material for windshields must meet the Federal Motor Vehicle Safety Standard No. 205, AS1 symbol. The Sunshade type windshield with the interlayer of vinyl plastic graduated in color, must transmit not less than 70% of the incident white light below the AS1 symbol. Flat Safety Sheet Glass, clear or tinted, of similar thickness laminated together with an interlayer of vinyl plastic for greatest elasticity and resistance to breakage, shall be designated as AS2 or AS3 and used for replacement of glass other than windshields.

Tempered Safety Glass clear or tinted, shall be of one piece Polished Plate or Float Glass, and specially tempered to be approximately four times as strong and flexible as ordinary Annealed Glass. This Glass must be exceptionally resistant to impact and have the breakage characteristic of disintegrating into innumerable small pieces with comparatively blunt edges as related to sharp fragments of broken ordinary glass. Tempered glass may be used for glass replacement other than windshield.
Related parts, installations kits, and other materials required for glass replacement shall be first grade, first line products, and of a quality equal or superior to but no lower than that used on original equipment.

Vendor shall provide repair service for automotive glass with cracks a maximum of 2 inches and chips a maximum of .95 inches in diameter. Service shall be performed to the satisfaction of the authorized City representative.

Vendor shall not repair a crack in the acute area of the windshield. The acute area is 8 ½ inch x 11 inch wide area of the windshield directly in the driver's view beginning just above the steering wheel.

If a repaired area crack reforms or continues from the same break within 30 days after the repair is completed, vendor shall repair the crack at no cost to the City. If the crack cannot be repaired, vendor shall issue a credit towards windshield replacement for the City.

Finish shall be virtually undetectable ad smooth. Any City vehicle that cannot be repaired shall be reported by the vendor to the authorized City employee.

Vendor shall leave the work area clean and free of materials, debris and vendor equipment to the satisfaction of an authorized City employee. Vendor shall remove from the area and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances and statutes. Broken glass and related debris shall be vacuumed from vehicle interiors. Glass shall be cleaned and excess sealer shall be removed. Clean up shall be included in the bid price.

Vendor is responsible for removing and disposing of debris. The City will not allow vendor to utilize on-site trash bins paid for by the City.

Vendor shall comply with EPA guidelines for the disposal of hazardous material.

PRICE
This contract shall cover all windshields including curved, flat or tempered safety glass, (both tinted and clear) that are currently in the City's fleet, and any vehicles added to the fleet during the term of the contract.

QUANTITY

Any stated quantities on the bid form are expressly agreed to be an ***"estimated annual usage"*** only, and nothing herein shall bind the City of Lubbock to purchase any specified amount of the product. It is also further understood that the City of Lubbock shall not be obligated to purchase or pay for any amount of the product unless and until ordered *and received* by the City of Lubbock.

Revised 2
Bid Form
Vehicle Windshield and Window Services
City of Lubbock, TX
ITB 15-12448-KK

In compliance with the Invitation to Bid No. 15-12448-KK, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. The Invitation to Bid No. 15-12448-KK is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	Unit +/-	SHOP WINDSHIELD REPLACEMENT	Shop Rate Per Hour	Extended Cost	Discount off *MSRP/NAGS
1.	250	CLASS 1 - 6,000 lb & less Light Duty	$ 29		61%
2.	75	CLASS 2 - 6,001 - 10,000 lb Light Duty	29		61%
3.	50	CLASS 3 - 10,001 - 14,000 lb Light Duty	29		61%
4.	5	CLASS 4 - 14,001 - 16,000 lb Medium Duty	29		61%
5.	14	CLASS 5 - 16,001 - 19,500 lb Medium Duty	29		61%
6.	250	CLASS 6 – 8 Heavy Duty – 19,501 lb and over	29		61%
7.	1	CLASS 9 - Heavy Equipment	[illegible]	L.P.	[illegible] -75% LP
8.		~~Additional charge - Tempered Glass~~	-0-		-0-
9.		~~Additional charge - Tinted Glass~~	-0-		-0-
[illegible]			$ 1.00		
			Per mile		
				$	

			Extended Cost	Discount off *MSRP/NAGS
11.		CLASS 1 - 6,000 lb & less Light Duty		61%
	75	CLASS 2 - 6,001 - 10,000 lb Light Duty		61%
		CLASS 3 - 10,001 - 14,000 lb Light Duty		61%
				61%
				61%
				61%
			[illegible]	[illegible] -75% LP
			$ 1.00	
			Per mile	
		Total	$	

ITEM	SHOP CHIP and CRACK REPAIR	Per Chip	Per Crack
21.	CLASS 1-9 (all vehicles) - Front & Back Windshield	$ 24.00	$ 24.00
22.	CLASS 1-9 (all vehicles) - Side Window	24.00	24.00

ITEM	MOBILE CHIP and CRACK REPAIR	Per Chip	Per Crack
23.	CLASS 1-9 (all vehicles) - Front & Back Windshield	$ 24.00	24.00
24.	CLASS 1-9 (all vehicles) - Side Window	24.00	24.00

***Manufacturer's Suggested Retail Price/National Auto Glass Specifications**

The City of Lubbock reserves the right to reject any or all bids, reject any particular item on a quote, and to waive immaterial formalities.

In order to assure adequate coverage for remote locations throughout the City and Lubbock County, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. Cost and location will be used in making this determination. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net — calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES_____ NO X

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

THIS BID IS SUBMITTED BY Phares Auto Glass a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Phares Auto Glass Inc.

Address: 1807 Texas Ave.

City: Lubbock State: Texas Zip 79401

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 9-15-15
Addenda No. 2 Date 9-16-15
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific America	X	Other (Specify) Anglo

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name_____ and Manufacture's License No._____
2. Name_____ and Converter's License No._____
3. Name_____ and Representative's License No._____
4. Name_____ and Franchise Dealer's License No._____

General Distinguishing No._____ (Franchised TX dealer)

By_____ Date:_____
Authorized Representative - must sign by hand

Officer Name and Title:_____
Please Print

Business Telephone Number_____ FAX:_____

E-mail Address:_____

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.

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 Number 12576 for vehicle windshield and window services per ITB #15-12448-KK, by and between the City of Lubbock and B King Ventures d/b/a Clear Vu Auto Glass, 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.B King Ventures DBA Clear Vu 10.19.15
10.19.15

City of Lubbock, TX
Contract for Vehicle Windshield and Window Services

THIS CONTRACT made and entered into this **5th** day of **November, 2015**, by and between the City of Lubbock ("City"), and **B King Ventures DBA Clear Vu Auto Glass**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Vehicle Windshield and Window Services and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Vehicle Windshield and Window Services.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Vehicle Windshield and Window Services and more specifically referred to as Secondary provider on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability	$1,000,000
Commercial General Liability	
General Aggregate	
Products-comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability	$1,000,000
Any Auto	
Workers Compensation	Statutory Amounts
Employers' Liability	

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis on auto/general liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 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.

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of the city of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

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12. This Contract consists of the following documents set forth herein; Invitation to Bid No. 15-12448-KK, Specifications, and the Bid Form.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Laura Pratt, Assistant City Attorney

CONTRACTOR

BY R K
Authorized Representative

Brad King
Print Name

7415 82nd St.
Address

Lubbock, TX 79424
City, State, Zip Code

City of Lubbock, TX
Vehicle Windshield and Window Services
ITB 15-12448-KK

Specifications

Scope and Intent:

This specification describes service to provide windshield repair or replacement for the City of Lubbock cars, light to heavy-duty trucks and off-road equipment on an as-needed basis.

The contract is to be for a period of one year, said date of term beginning upon City Council date of formal approval. The City and Contractor may, upon written mutual consent, extend the contract for two additional one-year periods to provide **Windshield and Window Services** for vehicles for the City of Lubbock. The rates may also be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI) whichever is most appropriate for the specific contract for the previous 12-months. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

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Hourly rates quoted in this bid shall include **ALL** services such as glass, parts, materials and labor needed to perform the work.

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The City of Lubbock reserves the right to approve or reject any type of resin proposed for windshield repair.

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- FMVSS 205 Glazing Materials
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- FMVSS 216 Roof Crush Resistance

The warranty of all laminated or tempered Safety Glass must be guaranteed against manufacturing defects, workmanship, and materials, including installation for a period of one year, or standard warranty *whichever is longer*. Safety Glass, clear or tinted, both curved and flat automotive glass parts for doors, windows and particularly windshields shall consist of two pieces of Polished Plated or Float Glass laminated together with an interlayer of vinyl plastic, in order to provide the greatest elasticity and resistance to breakage at all temperatures. The quality of glass must reflect an absence of excessive distortion and have superior vision from any angle. Tinted glass must keep car interior cooler and guard against eyestrain from glare of sunlight.

Material for windshields must meet the Federal Motor Vehicle Safety Standard No. 205, AS1 symbol. The Sunshade type windshield with the interlayer of vinyl plastic graduated in color, must transmit not less than 70% of the incident white light below the AS1 symbol. Flat Safety Sheet Glass, clear or tinted, of similar thickness laminated together with an interlayer of vinyl plastic for greatest elasticity and resistance to breakage, shall be designated as AS2 or AS3 and used for replacement of glass other than windshields.

Tempered Safety Glass clear or tinted, shall be of one piece Polished Plate or Float Glass, and specially tempered to be approximately four times as strong and flexible as ordinary Annealed Glass. This Glass must be exceptionally resistant to impact and have the breakage characteristic of disintegrating into innumerable small pieces with comparatively blunt edges as related to sharp fragments of broken ordinary glass. Tempered glass may be used for glass replacement other than windshield.
Related parts, installations kits, and other materials required for glass replacement shall be first grade, first line products, and of a quality equal or superior to but no lower than that used on original equipment.

Vendor shall provide repair service for automotive glass with cracks a maximum of 2 inches and chips a maximum of .95 inches in diameter. Service shall be performed to the satisfaction of the authorized City representative.

Vendor shall not repair a crack in the acute area of the windshield. The acute area is 8 ½ inch x 11 inch wide area of the windshield directly in the driver's view beginning just above the steering wheel.

If a repaired area crack reforms or continues from the same break within 30 days after the repair is completed, vendor shall repair the crack at no cost to the City. If the crack cannot be repaired, vendor shall issue a credit towards windshield replacement for the City.

Finish shall be virtually undetectable ad smooth. Any City vehicle that cannot be repaired shall be reported by the vendor to the authorized City employee.

Vendor shall leave the work area clean and free of materials, debris and vendor equipment to the satisfaction of an authorized City employee. Vendor shall remove from the area and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances and statutes. Broken glass and related debris shall be vacuumed from vehicle interiors. Glass shall be cleaned and excess sealer shall be removed. Clean up shall be included in the bid price.

Vendor is responsible for removing and disposing of debris. The City will not allow vendor to utilize on-site trash bins paid for by the City.

Vendor shall comply with EPA guidelines for the disposal of hazardous material.

PRICE
This contract shall cover all windshields including curved, flat or tempered safety glass, (both tinted and clear) that are currently in the City's fleet, and any vehicles added to the fleet during the term of the contract.

QUANTITY

Any stated quantities on the bid form are expressly agreed to be an ***"estimated annual usage"*** only, and nothing herein shall bind the City of Lubbock to purchase any specified amount of the product. It is also further understood that the City of Lubbock shall not be obligated to purchase or pay for any amount of the product unless and until ordered *and received* by the City of Lubbock.

Revised 2
Bid Form
Vehicle Windshield and Window Services
City of Lubbock, TX
ITB 15-12448-KK

In compliance with the Invitation to Bid No. 15-12448-KK, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. The Invitation to Bid No. 15-12448-KK is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	Unit +/-	SHOP WINDSHIELD REPLACEMENT	Shop Rate Per Hour	Extended Cost	Discount off *MSRP/NAGS
1.	250	CLASS 1 - 6,000 lb & less Light Duty	$ 30.00	7,500.00	60%
2.	75	CLASS 2 - 6,001 - 10,000 lb Light Duty	30.00	2,250.00	60%
3.	50	CLASS 3 - 10,001 - 14,000 lb Light Duty	30.00	1,500.00	60%
4.	5	CLASS 4 - 14,001 - 16,000 lb Medium Duty	30.00	150.00	60%
5.	14	CLASS 5 - 16,001 - 19,500 lb Medium Duty	30.00	420.00	60%
6.	250	CLASS 6 – 8 Heavy Duty – 19,501 lb and over	30.00	7500.00	60%
7.	1	CLASS 9 - Heavy Equipment	30.00	30.00	60%
8.		~~Additional charge - Tempered Glass~~	40.00	—	—
9.		~~Additional charge - Tinted Glass~~	50.00	—	—
10.		~~Additional charge – travel to outside City of~~ Lubbock locations	0.00	—	—
			Total	$ 19,350.00	

ITEM	Unit +/-	MOBLIE WINDSHIELD REPLACEMENT	Shop Rate Per Hour	Extended Cost	Discount off *MSRP/NAGS
11.	250	CLASS 1 - 6,000 lb & less Light Duty	$ 30.00	7500.00	60%
12.	75	CLASS 2 - 6,001 - 10,000 lb Light Duty	30.00	2,250.00	60%
13.	50	CLASS 3 - 10,001 - 14,000 lb Light Duty	30.00	1500.00	60%
14.	5	CLASS 4 - 14,001 - 16,000 lb Medium Duty	30.00	150.00	60%
15.	14	CLASS 5 - 16,001 - 19,500 lb Medium Duty	30.00	420.00	60%
16.	250	CLASS 6 – 8 Heavy Duty – 19,501 lb and over	30.00	7500.00	60%
17.	1	CLASS 9 - Heavy Equipment	30.00	30.00	60%
18.		~~Additional charge – Tempered Glass~~	40.00	—	—
19.		~~Additional charge - Tinted Glass~~	50.00	—	—
20.		Additional charge – travel to outside City of Lubbock locations	0.00	—	—
			Total	$ 19,350.00	

ITEM	SHOP CHIP and CRACK REPAIR	Per Chip	Per Crack
21.	CLASS 1-9 (all vehicles) - Front & Back Windshield	$ 20.00	20.00
22.	CLASS 1-9 (all vehicles) - Side Window	20.00	20.00

ITEM	MOBILE CHIP and CRACK REPAIR	Per Chip	Per Crack
23.	CLASS 1-9 (all vehicles) - Front & Back Windshield	$ 20.00	20.00
24.	CLASS 1-9 (all vehicles) - Side Window	20.00	20.00

***Manufacturer's Suggested Retail Price/National Auto Glass Specifications**

The City of Lubbock reserves the right to reject any or all bids, reject any particular item on a quote, and to waive immaterial formalities.

In order to assure adequate coverage for remote locations throughout the City and Lubbock County, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. Cost and location will be used in making this determination. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net — calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES ✓ NO _____

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

THIS BID IS SUBMITTED BY B King Ventures LLC a corporation organized under the laws of the State of Texas, or a partnership consisting of —— or individual trading as —— of the City of Lubbock

Firm: B King Ventures DBA Clear Vu Auto Glass

Address: 7415 82nd St.

City: Lubbock State: TX Zip 79424

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 9/15/15
Addenda No. 2 Date 9/16/15
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:						
		Woman		Black American		Native American
		Hispanic American		Asian Pacific Americ		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By _____ Date: 9/17/15
Authorized Representative - must sign by hand

Officer Name and Title: Brad King Managing Member
Please Print

Business Telephone Number 806-791-4311 FAX: 806-791-4314

E-mail Address: brad@clearvulubbock.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
Fleet Services
Bid Tabulation
November 5, 2015

ITB 15-12448-KK
Vehicle Windshield and Window Services

Item	Qty	UOM	Description/Vendor	Location	Hourly	Extended Cost	Discount *MSRP NAGS
Shop Windshield Replacement							
1	250	EA	**CLASS 1** 6,000 lb & Less - Light Duty				
			Phares Auto Glass	Lubbock, TX	$29	7,250	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	7,500	40
			Clear Vu Auto Glass	Lubbock, TX	30	7,500	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	40	9,875	43
			Glass Doctor of Lubbock	Lubbock, TX	80	20,000	50
2	75	EA	**CLASS 2** 6,001-10,000 lb – Light Duty				
			Phares Auto Glass	Lubbock, TX	29	2,175	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	2,250	40
			Clear Vu Auto Glass	Lubbock, TX	30	2,250	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	40	2,963	43
			Glass Doctor of Lubbock	Lubbock, TX	80	6,000	50
3	50	EA	**CLASS 3** 10,001-14,000 lb – Light Duty				
			Phares Auto Glass	Lubbock, TX	29	1,450	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	1,500	40
			Clear Vu Auto Glass	Lubbock, TX	30	1,500	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	40	2,000	43
			Glass Doctor of Lubbock	Lubbock, TX	80	4,000	50
4	5	EA	**CLASS 4** 14,001-16,000 lb – Medium Duty				
			Phares Auto Glass	Lubbock, TX	29	145	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	150	40
			Clear Vu Auto Glass	Lubbock, TX	30	150	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	40	200	43
			Glass Doctor of Lubbock	Lubbock, TX	80	400	50
5	14	EA	**CLASS 5** 16,001-19,500 lb – Medium Duty				
			Phares Auto Glass	Lubbock, TX	29	406	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	420	40
			Clear Vu Auto Glass	Lubbock, TX	30	420	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	40	560	43
			Glass Doctor of Lubbock	Lubbock, TX	80	1,120	50
6	250	EA	**CLASS 6-8** 19,501 lb & Over – Heavy Duty				
			Phares Auto Glass	Lubbock, TX	29	7,250	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	7,500	40
			Clear Vu Auto Glass	Lubbock, TX	30	7,500	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	43	10,750	43
			Glass Doctor of Lubbock	Lubbock, TX	80	20,000	50

City of Lubbock, TX
Fleet Services
Bid Tabulation
November 5, 2015

ITB 15-12448-KK
Vehicle Windshield and Window Services

Item	Qty	UOM	Description/Vendor	Location	Hourly	Extended Cost	Discount *MSRP NAGS
7	1	EA	**CLASS 9** Heavy Equipment				
			Phares Auto Glass	Lubbock, TX	29	29	NQAS*
			Safelite Fulfillment Inc.	Lubbock, TX	30	30	40
			Clear Vu Auto Glass	Lubbock, TX	30	30	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	44	44	43
			Glass Doctor of Lubbock	Lubbock, TX	80	80	50
Mobile Windshield Replacement							
11	250	EA	**CLASS 1** 6,000 lb & Less - Light Duty				
			Phares Auto Glass	Lubbock, TX	29	7,250	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	7,500	40
			Clear Vu Auto Glass	Lubbock, TX	30	7,500	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	41	10,250	43
			Glass Doctor of Lubbock	Lubbock, TX	80	20,000	ND*
12	75	EA	**CLASS 2** 6,001-10,000 lb – Light Duty				
			Phares Auto Glass	Lubbock, TX	29	2,175	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	2,250	40
			Clear Vu Auto Glass	Lubbock, TX	30	2,250	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	41	3,075	43
			Glass Doctor of Lubbock	Lubbock, TX	80	6,000	ND
13	50	EA	**CLASS 3** 10,001-14,000 lb – Light Duty				
			Phares Auto Glass	Lubbock, TX	29	1,450	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	1,500	40
			Clear Vu Auto Glass	Lubbock, TX	30	1,500	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	41	2,050	43
			Glass Doctor of Lubbock	Lubbock, TX	80	4,000	ND
14	5	EA	**CLASS 4** 14,001-16,000 lb – Medium Duty				
			Phares Auto Glass	Lubbock, TX	29	145	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	150	40
			Clear Vu Auto Glass	Lubbock, TX	30	150	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	41	205	43
			Glass Doctor of Lubbock	Lubbock, TX	80	400	ND
15	14	EA	**CLASS 5** 16,001-19,500 lb – Medium Duty				
			Phares Auto Glass	Lubbock, TX	29	406	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	420	40
			Clear Vu Auto Glass	Lubbock, TX	30	420	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	41	574	43
			Glass Doctor of Lubbock	Lubbock, TX	80	1,120	ND

City of Lubbock, TX
Fleet Services
Bid Tabulation
November 5, 2015

ITB 15-12448-KK
Vehicle Windshield and Window Services

Item	Qty	UOM	Description/Vendor	Location	Hourly	Extended Cost	Discount *MSRP NAGS
16	250	EA	**CLASS 6-8** 19,501 lb & Over – Heavy Duty				
			Phares Auto Glass	Lubbock, TX	29	7,250	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	7,500	40
			Clear Vu Auto Glass	Lubbock, TX	30	7,500	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	41	10,250	43
			Glass Doctor of Lubbock	Lubbock, TX	80	20,000	ND
17	1	EA	**CLASS 9** Heavy Equipment				
			Phares Auto Glass	Lubbock, TX	29	29	NQAS
			Safelite Fulfillment Inc.	Lubbock, TX	30	30	40
			Clear Vu Auto Glass	Lubbock, TX	30	30	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	46	46	43
			Glass Doctor of Lubbock	Lubbock, TX	80	80	ND
Shop Chip and Crack Repair						**Chip**	**Crack**
21			**CLASS 1-9** (all vehicles) – Front & Back Windshield				
			Clear Vu Auto Glass	Lubbock, TX		20	20
			Phares Auto Glass	Lubbock, TX		24	24
			PK Possibilities DBA Auto Glass	Lubbock, TX		35	35
			Glass Doctor of Lubbock	Lubbock, TX		35	35
			Safelite Fulfillment Inc.	Lubbock, TX		50	50
22			**CLASS 1-9** (all vehicles) – Side Window				
			Clear Vu Auto Glass	Lubbock, TX		20	20
			Phares Auto Glass	Lubbock, TX		24	24
			PK Possibilities DBA Auto Glass	Lubbock, TX		35	35
Mobile Chip and Crack Repair							
23			**CLASS 1-9** (all vehicles) – Front & Back Windshield				
			Clear Vu Auto Glass	Lubbock, TX		20	20
			Phares Auto Glass	Lubbock, TX		24	24
			Glass Doctor of Lubbock	Lubbock, TX		39	39
			PK Possibilities DBA Auto Glass	Lubbock, TX		40	40
			Safelite Fulfillment Inc.	Lubbock, TX		50	50
24			**CLASS 1-9** (all vehicles) – Side Window				
			Clear Vu Auto Glass	Lubbock, TX		20	20
			Phares Auto Glass	Lubbock, TX		24	24
			PK Possibilities DBA Auto Glass	Lubbock, TX		40	40

City of Lubbock, TX
Fleet Services
Bid Tabulation
November 5, 2015

ITB 15-12448-KK
Vehicle Windshield and Window Services

Item	Qty	UOM	Description/Vendor	Location	Hourly	Extended Cost	Discount *MSRP NAGS
			Vendors				
			Phares Auto Glass (Primary)	Lubbock, TX		$37,506	
			Clear Vu Auto Glass (Secondary)	Lubbock, TX		38,780	
			Safelite Fulfillment Inc. (Tertiary)	Lubbock, TX		38,800	
			PK Possibilities DBA Auto Glass	Lubbock. TX		52,992	
			Glass Doctor of Lubbock	Lubbock, TX		103,274	
			Not Responsive				
			Glass Magic	Lubbock, TX			
			Extreme Auto Glass	Lubbock, TX			

*Manufacture's Suggested Retail Price/National Auto Glass Specifications
*No Discount

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 Number 12577 for vehicle windshield and window services per ITB #15-12448-KK, by and between the City of Lubbock and Safelite Fulfillment, 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 Safelite Fulfillment 10.19.15
10.19.15

City of Lubbock, TX
Contract for Vehicle Windshield and Window Services

THIS CONTRACT made and entered into this **5th** day of **November, 2015**, by and between the City of Lubbock ("City"), and **Safelite Fulfillment, Inc.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Vehicle Windshield and Window Services and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Vehicle Windshield and Window Services.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Vehicle Windshield and Window Services and more specifically referred to as Tertiary provider on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability	$1,000,000
Commercial General Liability	
General Aggregate	
Products-comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability	$1,000,000
Any Auto	
Workers Compensation	Statutory Amounts
Employers' Liability	

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis on auto/general liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. All funds for payment by the city under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council

of the city of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

11. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract insurance requirements.

12. This Contract consists of the following documents set forth herein; Invitation to Bid No. 15-12448-KK, Specifications, and the Bid Form.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Laura Pratt, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Jon A. Cardi

Print Name

2460 Farmers Drive

Address

Columbus, OH 43235

City, State, Zip Code

City of Lubbock, TX
Vehicle Windshield and Window Services
ITB 15-12448-KK

Specifications

Scope and Intent:

This specification describes service to provide windshield repair or replacement for the City of Lubbock cars, light to heavy-duty trucks and off-road equipment on an as-needed basis.

The contract is to be for a period of one year, said date of term beginning upon City Council date of formal approval. The City and Contractor may, upon written mutual consent, extend the contract for two additional one-year periods to provide **Windshield and Window Services** for vehicles for the City of Lubbock. The rates may also be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI) whichever is most appropriate for the specific contract for the previous 12-months. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

Multiple Awards: In order to assure adequate coverage for remote locations throughout the City, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. Cost and location will be used in making this determination. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

General Requirements:

Installation personnel shall be certified in automotive glass installation. The successful bidder shall supply OWNERS REPESENTATIVE, the names and license numbers of those individuals so qualified.

The successful bidder must stock a substantial quantity of glass of the size, type and quality bid so as to be able to effect a replacement in the time frame specified.

Mobile service calls are a requirement of this bid. Additionally, some City vehicles may be taken to the glass company's place of business for windshield repair or replacement; other glass replacement or repairs may require the vendor to work on site either in the City or to outside City of Lubbock locations.

The successful bidder must respond within twenty-four hours, after notification of City requirements.
Hourly rates quoted in this bid shall include **ALL** services such as glass, parts, materials and labor needed to perform the work.

Material Specifications and Requirements:

Motor Vehicle Safety Standards (FMVSS) related to automotive glass.
Sealant used during the installation of all products shall be SikaTack/ASAP or approved equal. Drying time for sealants shall not exceed two (2) hours at 60 degrees F.

Vendor shall provide upon request, Material Safety Data Sheets (MSDS) for the contents of the resins to be used.
The City of Lubbock reserves the right to approve or reject any type of resin proposed for windshield repair.

All glass supplied with this contract shall be manufactured in the UNITED STATES and shall meet the requirements of the original vehicle materials, such as tint, fit and applicable standards. Replacement windshield glass shall additionally meet Federal guidelines.

Safety glass must meet the exacting requirements for the American Standard Safety Code for Safety Glazing Materials for Glazing Motor Vehicles operating on Land Highways (HSA Z26.1-1966) and Federal Motor Vehicles Safety Standard No. 205 (or subsequent revisions) as indicated.

- FMVSS 205 Glazing Materials
- FMVSS 208 Occupant Crash Protection
- FMVSS 212 Windshield Retention
- FMVSS 216 Roof Crush Resistance

The warranty of all laminated or tempered Safety Glass must be guaranteed against manufacturing defects, workmanship, and materials, including installation for a period of one year, or standard warranty *whichever is longer*. Safety Glass, clear or tinted, both curved and flat automotive glass parts for doors, windows and particularly windshields shall consist of two pieces of Polished Plated or Float Glass laminated together with an interlayer of vinyl plastic, in order to provide the greatest elasticity and resistance to breakage at all temperatures. The quality of glass must reflect an absence of excessive distortion and have superior vision from any angle. Tinted glass must keep car interior cooler and guard against eyestrain from glare of sunlight.

Material for windshields must meet the Federal Motor Vehicle Safety Standard No. 205, AS1 symbol. The Sunshade type windshield with the interlayer of vinyl plastic graduated in color, must transmit not less than 70% of the incident white light below the AS1 symbol. Flat Safety Sheet Glass, clear or tinted, of similar thickness laminated together with an interlayer of vinyl plastic for greatest elasticity and resistance to breakage, shall be designated as AS2 or AS3 and used for replacement of glass other than windshields.

Tempered Safety Glass clear or tinted, shall be of one piece Polished Plate or Float Glass, and specially tempered to be approximately four times as strong and flexible as ordinary Annealed Glass. This Glass must be exceptionally resistant to impact and have the breakage characteristic of disintegrating into innumerable small pieces with comparatively blunt edges as related to sharp fragments of broken ordinary glass. Tempered glass may be used for glass replacement other than windshield.
Related parts, installations kits, and other materials required for glass replacement shall be first grade, first line products, and of a quality equal or superior to but no lower than that used on original equipment.

Vendor shall provide repair service for automotive glass with cracks a maximum of 2 inches and chips a maximum of .95 inches in diameter. Service shall be performed to the satisfaction of the authorized City representative.

Vendor shall not repair a crack in the acute area of the windshield. The acute area is 8 ½ inch x 11 inch wide area of the windshield directly in the driver's view beginning just above the steering wheel.

If a repaired area crack reforms or continues from the same break within 30 days after the repair is completed, vendor shall repair the crack at no cost to the City. If the crack cannot be repaired, vendor shall issue a credit towards windshield replacement for the City.

Finish shall be virtually undetectable ad smooth. Any City vehicle that cannot be repaired shall be reported by the vendor to the authorized City employee.

Vendor shall leave the work area clean and free of materials, debris and vendor equipment to the satisfaction of an authorized City employee. Vendor shall remove from the area and dispose of all defective materials removed in performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances and statutes. Broken glass and related debris shall be vacuumed from vehicle interiors. Glass shall be cleaned and excess sealer shall be removed. Clean up shall be included in the bid price.

Vendor is responsible for removing and disposing of debris. The City will not allow vendor to utilize on-site trash bins paid for by the City.

Vendor shall comply with EPA guidelines for the disposal of hazardous material.

PRICE
This contract shall cover all windshields including curved, flat or tempered safety glass, (both tinted and clear) that are currently in the City's fleet, and any vehicles added to the fleet during the term of the contract.

QUANTITY

Any stated quantities on the bid form are expressly agreed to be an ***"estimated annual usage"*** only, and nothing herein shall bind the City of Lubbock to purchase any specified amount of the product. It is also further understood that the City of Lubbock shall not be obligated to purchase or pay for any amount of the product unless and until ordered *and received* by the City of Lubbock.

Revised 2
Bid Form
Vehicle Windshield and Window Services
City of Lubbock, TX
ITB 15-12448-KK

In compliance with the Invitation to Bid No. 15-12448-KK, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. The Invitation to Bid No. 15-12448-KK is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	Unit +/-	SHOP WINDSHIELD REPLACEMENT	Shop Rate Per Hour	Extended Cost	Discount off *MSRP/NAGS
1.	250	CLASS 1 - 6,000 lb & less Light Duty	$ 30	7500	-40%
2.	75	CLASS 2 - 6,001 - 10,000 lb Light Duty	30	2250	-40%
3.	50	CLASS 3 - 10,001 - 14,000 lb Light Duty	30	1500	-40%
4.	5	CLASS 4 - 14,001 - 16,000 lb Medium Duty	30	150	-40%
5.	14	CLASS 5 - 16,001 - 19,500 lb Medium Duty	30	420	-40%
6.	250	CLASS 6 – 8 Heavy Duty – 19,501 lb and over	30	7500	-40%
7.	1	CLASS 9 - Heavy Equipment	30	30	-40%
~~8.~~		~~Additional charge - Tempered Glass~~	~~0~~	~~0~~	~~N/A~~
~~9.~~		~~Additional charge - Tinted Glass~~	~~0~~	~~0~~	~~N/A~~
~~10.~~		~~Additional charge – travel to outside City of Lubbock locations~~	~~0~~	~~0~~	~~N/A~~
				Total	$ 19350	

ITEM	Unit +/-	MOBLIE WINDSHIELD REPLACEMENT	Shop Rate Per Hour	Extended Cost	Discount off *MSRP/NAGS
11.	250	CLASS 1 - 6,000 lb & less Light Duty	$ 30	7500	-40%
12.	75	CLASS 2 - 6,001 - 10,000 lb Light Duty	30	2250	-40%
13.	50	CLASS 3 - 10,001 - 14,000 lb Light Duty	30	1500	-40%
14.	5	CLASS 4 - 14,001 - 16,000 lb Medium Duty	30	150	-40%
15.	14	CLASS 5 - 16,001 - 19,500 lb Medium Duty	30	420	-40%
16.	250	CLASS 6 – 8 Heavy Duty – 19,501 lb and over	30	7500	-40%
17.	1	CLASS 9 - Heavy Equipment	30	30	-40%
~~18.~~		~~Additional charge - Tempered Glass~~	~~0~~	~~0~~	~~N/A~~
~~19.~~		~~Additional charge - Tinted Glass~~	~~0~~	~~0~~	~~N/A~~
~~20.~~		~~Additional charge – travel to outside City of Lubbock locations~~	~~0~~	~~0~~	~~N/A~~
				Total	$ 14350	

Revised 2

ITEM	SHOP CHIP and CRACK REPAIR	Per Chip UP TO 3 ON SAME WINDSHIELD	Per Crack UP TO 3 ON SAME WINDSHIELD
21.	CLASS 1-9 (all vehicles) - Front & Back Windshield	$ 49.95	49.95
22.	CLASS 1-9 (all vehicles) - Side Window	N/A	N/A

* ONLY A FRONT WINDSHIELD CAN BE REPAIRED

ITEM	MOBILE CHIP and CRACK REPAIR	Per Chip UP TO 3 ON SAME WINDSHIELD	Per Crack UP TO 3 ON SAME WINDSHIELD
23.	CLASS 1-9 (all vehicles) - Front & Back Windshield	$ 49.95	49.95
24.	CLASS 1-9 (all vehicles) - Side Window	N/A	N/A

***Manufacturer's Suggested Retail Price/National Auto Glass Specifications**

* ONLY FRONT WINDSHIELD CAN BE REPAIRED

The City of Lubbock reserves the right to reject any or all bids, reject any particular item on a quote, and to waive immaterial formalities.

In order to assure adequate coverage for remote locations throughout the City and Lubbock County, the City may make multiple awards, selecting multiple vendors to provide the services desired, if multiple awards are in the best interest of the City. Cost and location will be used in making this determination. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES ✓ NO _____

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

THIS BID IS SUBMITTED BY SAFELITE FULFILLMENT INC a corporation organized under the laws of the State of DELAWARE, or a partnership consisting of — or individual trading as _____ of the City of _____

Firm: SAFELITE FULFILLMENT INC

Address: 506 E 44TH STREET

City: LUBBOCK State: TX Zip 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 9/15
Addenda No. 2 Date 9/16
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:		Woman		Black American		Native American
		Hispanic American		Asian Pacific Americ		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: N/A

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By _____ Date: 9/21/15
Authorized Representative - must sign by hand

Officer Name and Title: JON A. CANDI - VP
Please Print

Business Telephone Number 614 210 9704 FAX: 614 210 9421

E-mail Address: BRETT.WANNER@SAFELITE.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
Fleet Services
Bid Tabulation
November 5, 2015

ITB 15-12448-KK
Vehicle Windshield and Window Services

Item	Qty	UOM	Description/Vendor	Location	Hourly	Extended Cost	Discount *MSRP NAGS
Shop Windshield Replacement							
1	250	EA	**CLASS 1** 6,000 lb & Less - Light Duty				
			Phares Auto Glass	Lubbock, TX	$29	7,250	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	7,500	40
			Clear Vu Auto Glass	Lubbock, TX	30	7,500	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	40	9,875	43
			Glass Doctor of Lubbock	Lubbock, TX	80	20,000	50
2	75	EA	**CLASS 2** 6,001-10,000 lb – Light Duty				
			Phares Auto Glass	Lubbock, TX	29	2,175	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	2,250	40
			Clear Vu Auto Glass	Lubbock, TX	30	2,250	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	40	2,963	43
			Glass Doctor of Lubbock	Lubbock, TX	80	6,000	50
3	50	EA	**CLASS 3** 10,001-14,000 lb – Light Duty				
			Phares Auto Glass	Lubbock, TX	29	1,450	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	1,500	40
			Clear Vu Auto Glass	Lubbock, TX	30	1,500	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	40	2,000	43
			Glass Doctor of Lubbock	Lubbock, TX	80	4,000	50
4	5	EA	**CLASS 4** 14,001-16,000 lb – Medium Duty				
			Phares Auto Glass	Lubbock, TX	29	145	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	150	40
			Clear Vu Auto Glass	Lubbock, TX	30	150	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	40	200	43
			Glass Doctor of Lubbock	Lubbock, TX	80	400	50
5	14	EA	**CLASS 5** 16,001-19,500 lb – Medium Duty				
			Phares Auto Glass	Lubbock, TX	29	406	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	420	40
			Clear Vu Auto Glass	Lubbock, TX	30	420	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	40	560	43
			Glass Doctor of Lubbock	Lubbock, TX	80	1,120	50
6	250	EA	**CLASS 6-8** 19,501 lb & Over – Heavy Duty				
			Phares Auto Glass	Lubbock, TX	29	7,250	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	7,500	40
			Clear Vu Auto Glass	Lubbock, TX	30	7,500	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	43	10,750	43
			Glass Doctor of Lubbock	Lubbock, TX	80	20,000	50

City of Lubbock, TX
Fleet Services
Bid Tabulation
November 5, 2015

ITB 15-12448-KK
Vehicle Windshield and Window Services

Item	Qty	UOM	Description/Vendor	Location	Hourly	Extended Cost	Discount *MSRP NAGS
7	1	EA	**CLASS 9** Heavy Equipment				
			Phares Auto Glass	Lubbock, TX	29	29	NQAS*
			Safelite Fulfillment Inc.	Lubbock, TX	30	30	40
			Clear Vu Auto Glass	Lubbock, TX	30	30	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	44	44	43
			Glass Doctor of Lubbock	Lubbock, TX	80	80	50
Mobile Windshield Replacement							
11	250	EA	**CLASS 1** 6,000 lb & Less - Light Duty				
			Phares Auto Glass	Lubbock, TX	29	7,250	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	7,500	40
			Clear Vu Auto Glass	Lubbock, TX	30	7,500	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	41	10,250	43
			Glass Doctor of Lubbock	Lubbock, TX	80	20,000	ND*
12	75	EA	**CLASS 2** 6,001-10,000 lb – Light Duty				
			Phares Auto Glass	Lubbock, TX	29	2,175	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	2,250	40
			Clear Vu Auto Glass	Lubbock, TX	30	2,250	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	41	3,075	43
			Glass Doctor of Lubbock	Lubbock, TX	80	6,000	ND
13	50	EA	**CLASS 3** 10,001-14,000 lb – Light Duty				
			Phares Auto Glass	Lubbock, TX	29	1,450	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	1,500	40
			Clear Vu Auto Glass	Lubbock, TX	30	1,500	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	41	2,050	43
			Glass Doctor of Lubbock	Lubbock, TX	80	4,000	ND
14	5	EA	**CLASS 4** 14,001-16,000 lb – Medium Duty				
			Phares Auto Glass	Lubbock, TX	29	145	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	150	40
			Clear Vu Auto Glass	Lubbock, TX	30	150	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	41	205	43
			Glass Doctor of Lubbock	Lubbock, TX	80	400	ND
15	14	EA	**CLASS 5** 16,001-19,500 lb – Medium Duty				
			Phares Auto Glass	Lubbock, TX	29	406	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	420	40
			Clear Vu Auto Glass	Lubbock, TX	30	420	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	41	574	43
			Glass Doctor of Lubbock	Lubbock, TX	80	1,120	ND

City of Lubbock, TX
Fleet Services
Bid Tabulation
November 5, 2015

ITB 15-12448-KK
Vehicle Windshield and Window Services

Item	Qty	UOM	Description/Vendor	Location	Hourly	Extended Cost	Discount *MSRP NAGS
16	250	EA	**CLASS 6-8** 19,501 lb & Over – Heavy Duty				
			Phares Auto Glass	Lubbock, TX	29	7,250	61
			Safelite Fulfillment Inc.	Lubbock, TX	30	7,500	40
			Clear Vu Auto Glass	Lubbock, TX	30	7,500	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	41	10,250	43
			Glass Doctor of Lubbock	Lubbock, TX	80	20,000	ND
17	1	EA	**CLASS 9** Heavy Equipment				
			Phares Auto Glass	Lubbock, TX	29	29	NQAS
			Safelite Fulfillment Inc.	Lubbock, TX	30	30	40
			Clear Vu Auto Glass	Lubbock, TX	30	30	60
			PK Possibilities DBA Auto Glass	Lubbock, TX	46	46	43
			Glass Doctor of Lubbock	Lubbock, TX	80	80	ND
Shop Chip and Crack Repair						**Chip**	**Crack**
21			**CLASS 1-9** (all vehicles) – Front & Back Windshield				
			Clear Vu Auto Glass	Lubbock, TX	20	20	
			Phares Auto Glass	Lubbock, TX	24	24	
			PK Possibilities DBA Auto Glass	Lubbock, TX	35	35	
			Glass Doctor of Lubbock	Lubbock, TX	35	35	
			Safelite Fulfillment Inc.	Lubbock, TX	50	50	
22			**CLASS 1-9** (all vehicles) – Side Window				
			Clear Vu Auto Glass	Lubbock, TX	20	20	
			Phares Auto Glass	Lubbock, TX	24	24	
			PK Possibilities DBA Auto Glass	Lubbock, TX	35	35	
Mobile Chip and Crack Repair							
23			**CLASS 1-9** (all vehicles) – Front & Back Windshield				
			Clear Vu Auto Glass	Lubbock, TX	20	20	
			Phares Auto Glass	Lubbock, TX	24	24	
			Glass Doctor of Lubbock	Lubbock, TX	39	39	
			PK Possibilities DBA Auto Glass	Lubbock, TX	40	40	
			Safelite Fulfillment Inc.	Lubbock, TX	50	50	
24			**CLASS 1-9** (all vehicles) – Side Window				
			Clear Vu Auto Glass	Lubbock, TX	20	20	
			Phares Auto Glass	Lubbock, TX	24	24	
			PK Possibilities DBA Auto Glass	Lubbock, TX	40	40	

City of Lubbock, TX
Fleet Services
Bid Tabulation
November 5, 2015

ITB 15-12448-KK
Vehicle Windshield and Window Services

Item	Qty	UOM	Description/Vendor	Location	Hourly	Extended Cost	Discount *MSRP NAGS
			Vendors				
			Phares Auto Glass (Primary)	Lubbock, TX		$37,506	
			Clear Vu Auto Glass (Secondary)	Lubbock, TX		38,780	
			Safelite Fulfillment Inc. (Tertiary)	Lubbock, TX		38,800	
			PK Possibilities DBA Auto Glass	Lubbock, TX		52,992	
			Glass Doctor of Lubbock	Lubbock, TX		103,274	
			Not Responsive				
			Glass Magic	Lubbock, TX			
			Extreme Auto Glass	Lubbock, TX			

*Manufacture's Suggested Retail Price/National Auto Glass Specifications
*No Discount

Regular City Council Meeting **5. 17.**

Meeting Date: 11/05/2015

Information

Agenda Item

Resolution - Citibus: Consider a resolution authorizing the City Council to approve a consultant contract between the Lubbock Metropolitan Planning Organization (MPO) and Citibus.

Item Summary

The MPO and Citibus wish to enter into a consultant contract. The contract is for $53,700 for services to be provided by Citibus to the MPO. Citibus will produce new reports based on the collection of new data or update existing reports to satisfy "maintenance of eligibility" standards as required by federal agencies. Named reports include but are not limited to:

- Technical Study Report
- National Transit Database reporting and related data collection and analysis
- Grant application preparation
- Federal Financial Status reports
- Federal Milestone Status reports
- DBE program preparation and reports
- Safety and Security Plan update

Contingent upon funding and staff availability, the year's projects could also include the following:

- Passenger Marketing Survey
- ADA Paratransit Plan

The contract, if approved, would be effective until September 30, 2016.

Fiscal Impact

The contract amount of $53,700 has already been included in the FY 2016 Citibus budget. Acceptance of this contract will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Agreement MPO & Citibus

Contract - MPO & Citibus

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Consultant Agreement between the City of Lubbock and the Lubbock Metropolitan Planning Organization to produce reports based on the collection of new data, to update existing reports, and to produce any other related documents, in order to satisfy the maintenance of eligibility standards as required by federal agencies for the fiscal year 2015-2016. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

ccdocs/RES. Agreement – Metropolitan Planning Organization Consultant Agreement Citibus – FY 2015-2016
October 12, 2015

LUBBOCK METROPOLITAN PLANNING ORGANIZATION
CONSULTANT CONTRACT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF LUBBOCK §

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

W I T N E S S E T H

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the

Lubbock urbanized area(s) and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

WHEREAS, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the State Department of Highways and Public Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to perform the services described **in Subtasks 3.2, 3.3, and 3.4 of the 2015 – 2016 Unified Planning Work Program**, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal;

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

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

AGREEMENT

Article 1. Contract Period

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

Article 2. Responsibilities of the Parties

The Consultant shall undertake and complete the task as described in Exhibit A, Scope of Services, and in accordance with all terms and conditions included hereinafter. The MPO shall provide assistance as appropriate and as specified in said Exhibit A, including approval of all work.

Article 3. Compensation

The maximum amount payable under this contract shall not exceed the amount of **Fifty-three thousand seven hundred dollars and NO/100 dollars ($ 53,700.00)**. The MPO may make partial proportionate payments of the fixed fee based on the amount of work completed by the Consultant. All payments made hereunder will be made on the basis of reimbursement of actual costs incurred, not to exceed the limits authorized in Article 3, Compensation. To be eligible for reimbursement, a cost must be incurred within the contract period specified in Article 1 above and be authorized or not prohibited in Exhibit A, Scope of Services. All costs must be supported by source documents which comply with generally accepted accounting practices. Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

Article 3.1 Consideration

The consideration to be paid for the Services to be provided the MPO as described in Exhibit A shall be on a per-task-completed basis. This amount shall be invoiced to the MPO monthly as work is performed, or as otherwise agreed to in writing by the MPO and Consultant.

Article 3.2 Basis for Compensation

It is understood by the MPO that in some cases the tasks listed in Exhibit A are a continuing process and that the completion of each task is ongoing. The Consultant may charge the MPO on a recurring basis throughout the year provided that the MPO is furnished by the 15th day of each month a detailed description of the task completed including at a minimum:

1. The number of man-hours used to perform the task.
2. Cost per man-hours.
3. Any other cost associated with producing the task.
4. An explanation of how the work produced relates to Consultant's scope of work within the MPO Metropolitan Area Boundary.

5. Completed timesheets of the individuals working on each task that are used to seek reimbursement.

6. Total amount of reimbursement sought for the tasks.

Article 3.3 Funding

The parties hereto agree that funds from which payments if any, under this Agreement shall be made originate from federal and state grant funds, and are subject to and contingent upon continued funding. In the event said funding is discontinued, the MPO shall provide Consultant with seven (7) days notice thereof, and Consultant shall immediately discontinue all activities in progress pursuant to this Agreement.

Article 4. Contract Amendments

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made.

Article 5. Additional Work

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, the Consultant shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work *or* the MPO shall advise the Consultant not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the contract period specified in Article 1.

Article 6. Changes in Work

When the approved project description requires a completed work product, the MPO will review the work as specified in the approved project description. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Consultant will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article 5.

If the MPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.

Article 7. Omitted

Article 8. Inspection of Work

The MPO, the State of Texas, and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed.

If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

Article 9. Disputes

The parties hereto shall act in good faith to resolve any and all disputes that may arise in connection with this agreement. Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work.

Article 10. Noncollusion

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for him/her, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. Consultant shall also certify that he/she has not lobbied any federal officer or employee for awarding this contract pursuant to the certification at Appendix B.

Article 11. Reporting

The Consultant shall submit quarterly performance reports that provide as a minimum:

1. A comparison of actual accomplishments to the goals established for the period,

2. Reasons why established goals were not met, if appropriate, and

3. Other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Consultant shall submit a final report within 90 days after completion of the contract. The Consultant shall promptly advise the MPO in writing of events which have a significant impact upon the contract, including:

(1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

Article 12. Records

The Consultant agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the contract period and for three years from the date of final payment under the contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of the MPO, the State of Texas, the U.S. Department of Transportation and the Office of the Inspector General, for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 13. Subcontracts

Any subcontract for professional services rendered by individuals or organizations not a part of the Consultant's organization shall not be executed without prior authorization and approval of the subcontract by the MPO. Subcontracts in excess of $25,000 shall contain all required provisions of this contract.

Article 14. Termination

Either party to this Agreement may terminate this contract in part or in whole at any time before the date of completion whenever it is determined that the other party has failed to comply with the conditions of the contract. The terminating party shall give written notice to the other party at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this contract agree that the continuation of the contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Consultant shall, at the option of the MPO, be delivered to the MPO with no restriction on future use.

The MPO shall compensate the Consultant for those eligible expenses incurred during the contract period which are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to the MPO. The Consultant shall not incur new obligations for the terminated portion after the effective date of termination.

Article 15. Remedies

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

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

Article 16. Compliance With Laws

The Consultant shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the MPO with satisfactory proof of its compliance therewith.

Article 17. Successors and Assigns

The MPO and the Consultant each binds itself, its successors, executors, assigns and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. Neither the MPO nor the Consultant shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

Article 18. Ownership of Documents

Upon completion or termination of this contract, all documents prepared by the consultant or furnished to the consultant by the MPO shall be delivered to and become the property of the MPO. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the MPO without restriction or limitation of further use.

Article 19. Signatory Warranty

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

Article 20. Consultant Resources

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

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Article 21. Equal Employment Opportunity

The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

Article 22. Nondiscrimination

During the performance of this contract, the Consultant, its assigns and successors in interest, agrees as follows:

1. *Compliance with Regulations:* The Consultant shall comply with the following regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
   - A. Title VI of the Civil Rights Act of 1964, as amended (42 U.S. C. 2000d-1) and 49 CFR part 21;
   - B. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
   - C. Section 110(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
   - D. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
   - E. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
   - F. the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.
   - G. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
   - H. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.
2. *Nondiscrimination:* The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for

work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

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

5. *Sanctions for Noncompliance: In* the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Department of Highways and Public Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:

   A. withholding of payments to the Consultant under the contract until the Consultant complies, and/or

   B. cancellation, termination, or suspension of the contract in whole or in part.

6. *Incorporation of Provisions:* The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Article 23. Minority Business Enterprises

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this contract as follows:

1. The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23,

exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.

2. The Consultant and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the MPO, may result in termination of the contract by the MPO or other such remedy as the MPO deems appropriate.

Article 24. Delinquent Tax Certification

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the State.

Article 25. Debarment/Suspension

The MPO is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.

The MPO shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulations, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds by executing the Debarment Certification at Appendix A.

Article 26. Clean Air Act: Air Pollution Prevention & Control

All State and local transportation officials will take in a 3-C planning process in nonattainment areas to determine which planning elements will be developed, adopted, and implemented to maintain or improve the air quality for said area. In non-attainment areas that include more than one state, the affected states may jointly undertake and implement air quality planning procedures. Activities not conforming to approved plans will be given to those projects or programs that achieve and maintain national primary ambient air quality standards. (49 USC, Ch. 85, Sec's 7408, 7410, 7504, 7505a, 7511, 7506(c) and (d) and 7604; 49 USC, Ch. 53, 23 USC, Sec. 134). The Consultant will maintain all applicable national primary ambient air quality standards during the discharge of all work tasks as set out in this contract.

Article 27. Buy America/Cargo Preference

To the extent the requirements might apply, the Consultant agrees that he/she will comply with applicable Buy America requirements set forth in Section 401 of the Surface Transportation

Assistance Act of 1978 (P.L. 95-599) and the Federal Transit Administration's Buy America regulations in 49 CFR 660 through its contract with the MPO. The Consultant also agrees to comply with the Cargo Preference Requirements Act set forth in 46 U.S.C. 1241 and Maritime Administration regulations set forth in 46 CFR 381 through its contract with the MPO.

Article 28. Independent Contractor

It is understood and agreed that Consultant is to perform the Services in a sound and professional manner and exercising the degree of care, skill, and diligence in the performance of the Services as is exercised by a professional under similar circumstances and Consultant hereby warrants to the MPO that the Services shall be so performed. Further, Consultant is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Consultant and Consultant's employees will not be considered, for any purpose, employees or agents of the MPO within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury, or taxes of any kind.

Article 29. Credit and Disclaimer Statement

Pursuant to requirements of 23 USC Section 104(f), Consultant shall include the following Credit and Disclaimer statement verbatim in all reports produced for this contract:

"The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

Article 30. Miscellaneous

Any notice required by this Agreement shall be deemed to be properly served, if (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.

Notice shall be given to:

For MPO:

H. David Jones, MPO Executive Director
Lubbock Metropolitan Planning Organization

916 Main Street, Suite 445
Lubbock, Texas 79401
Facsimile: (806) 775-1675

w/ copy to:

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

For Consultant:

Wood Franklin
Director of Public Works
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-1675

w/ copies to:

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

Bill Howerton
Assistant City Manager
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-1675

Article 31. Venue

THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

Article 32. Entire Agreement

This Agreement represents the entire and sole agreement between the MPO and Consultant with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.

Article 33 No Joint Venture

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

Article 34 Savings Provision

If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent of the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

Article 35 No Third Party Beneficiaries

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

Article 36 Authority

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

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

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

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

MPO	**CONSULTANT**
Patti Jones, Chair Transportation Policy Committee	Glen C. Robertson, Mayor City of Lubbock
ATTEST:	ATTEST:
Tammy Walker, MPO Secretary	Becky Garza, City Secretary
AS TO CONTENT: H. David Jones MPO Executive Director	AS TO CONTENT: Bill Howerton, Assistant City Manager
AS TO FORM:	AS TO FORM:
Laura Pratt Assistant City Attorney, On Behalf of the MPO, Per MOU	Justin Pruitt Assistant City Attorney, On Behalf of the City

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EXHIBIT A
Scope of Services
Public Transit Services

The following items shall be included in the scope of services to be rendered by Consultant pursuant to this Agreement, hereinafter referred to as "Project". It is understood and agreed that unless this Agreement is extended by Parties, mutually and in writing, no activity or compensation therefore shall be made after September 30, 2016, and that the Project shall be completed in full before said date except as otherwise provided for in Article 4, Contract Amendments.

The stated purpose of this project is to produce new reports based on the collection of new data or update existing reports to satisfy "maintenance of eligibility" standards as required by federal agencies. Named reports include but are not limited to the following:

1 . Technical Study Report (annually);

2. National Transit Database reporting and related data collection and analysis (monthly/annually);

3. Grant application preparation (as required);

4. Federal Financial Status reports (monthly);

5. Federal Milestone Status Reports (quarterly);

6. DBE program preparation and reports (annually);

7. Safety and Security Plan update (annually);

Contingent upon funding and staff availability, this year's projects could also include the following requisite documents to support Citibus planning and compliance efforts:

1. Passenger Marketing Survey -- survey would seek passenger feedback on topics such as trip purpose, travel times, methods of payment, the cost of fares/passes, and utilization of Citibus services, as well as age, race, income, home language, and educational level. This information would be used for route planning and consideration of service changes, as requested by Title VI program. Project would be completed with available staff resources.

At the conclusion of this Scope of Services, Consultant will be able to continue to provide the technology to support long and short range planning activities including data collection and analysis, federal reporting, and demographic analysis.

All subtasks set out in this Scope of Services shall be complete on or before September 30, 2016 unless extended by the Technical Advisory Committee and approved in the following year's

Unified Planning Work Program. This task and all associated sub-tasks are annual ongoing elements.

Construction and/or performance progress shall be reported monthly to the Technical Advisory Committee by the Project Manager.

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

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

Consultant will be responsible for any survey necessary to perform the data collection, all coordination among the stakeholders, and any mobilization necessary to implement the services to be provided.

Collected data will be used by the Lubbock Metropolitan Planning Organization (LMPO) to update the Travel Demand Model, Metropolitan Transportation Plan, and the Transportation Improvement Program as required by law and policies of the various stakeholders.

APPROVED:

H. David Jones
Transportation Planning Director

Bill Howerton
Assistant City Manager

APPENDIX A
DEBARMENT CERTIFICATION
(Negotiated Contracts)

(1) City of Lubbock, as **CONSULTANT,** certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default.

(2) Where the **CONSULTANT** is unable to certify to any of the statements in this certification, such **CONSULTANT** shall attach an explanation to this certification.

*federal, state or local

_____
Glen C. Robertson, Mayor

_____
Date

APPENDIX B
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

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

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclosure accordingly.

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

_____

Glen C. Robertson, Mayor

_____

Date

Regular City Council Meeting **5. 18.**

Meeting Date: 11/05/2015

Information

Agenda Item

Resolution - Vital Statistics: Consider a resolution authorizing the Mayor to execute contract 537-16-0020-00001 with the Department of State Health Services (DSHS) for on-line vital statistic services.

Item Summary

This contract between the City of Lubbock and the DSHS provides on-line computer services in support of Vital Records programs. The Vital Statistics Office will be allowed to search DSHS databases, locate data and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS.

The City of Lubbock agrees to reimburse DSHS $1.83 for each Certification of Vital Record printed as a result of searches of the database. The contract calls for the City to charge the same base search fee for a birth certificate as does DSHS, with additional fees only being charged as authorized by Texas Health and Safety Code. The search fee for the City is currently set at $10.00 per record search. The maximum total cost for a vital record is set by the State at $23.00 for each birth certificate and $21.00 for the first death certificate and $4.00 for additional death certificates.

Fiscal Impact

The revenues and expenditures for vital statistic services are included in the FY 2015-16.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution - Vital Stats - DSHS

Contract - DSHS

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock an interlocal agreement (**No. 537-16-0020-00001 - Amended**) with the State of Texas' Department of State Health Services (DSHS) to provide access to the **Texas Electronic Registration Remote System (TER Remote System)** to allow issuance of individual birth certificates. Said interlocal agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.Interlocal Agreement-DSHS 537-16-0020-00001_Vital_Stats.2016.doc

Contract Number: 537-16-0020-00001 - AMENDED

DEPARTMENT OF STATE HEALTH SERVICES

Contract number 537-16-0020-00001 (Contract), is entered into by Department of State Health Services (DSHS) Vital Statistics Unit and City of Lubbock (Contractor). DSHS and Contractor are collectively referred to herein as the "Parties."

I. Purpose of the Contract. DSHS agrees to provide access to the Texas Electronic Registration Remote System (TER Remote System) for the purpose of issuing individual birth certificates.

II. Term of the Contract. This Contract will begin on September 1, 2015 and end on August 31, 2017.

III. Authority. The Parties enter into this Contract under the authority of Texas Government Code Chapter 791.

IV. Statement of Work.

A. DSHS agrees to provide on-line computer services in support of Contractor from 7:00 a.m. to 6:00 p.m. (CST) Monday thru Friday, except holidays. In the event of an emergency or computer application error, DSHS may temporarily suspend services without advance notice.

B. Contractor will search DSHS databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by DSHS. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

C. Contractor will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by DSHS. DSHS will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.

D. Contractor acknowledges that records may not be located in the searching process instituted by Contractor or records, which are located, may have errors due to:

1. Normal key-entry errors in spellings;
2. Accidental failure on the part of the DSHS to update a file for an amendment or paternity determination; and
3. The event year does not exist on the system.

E. Contractor will notify DSHS in writing, at least monthly of errors or suspected errors that exist on the data base information.

F. Contractor is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

G. Contractor is responsible for maintaining a system of vital record keeping that is in accordance with Health and Safety Code Chapter 195 and the regulations adopted.

H. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records, which includes Texas Government Code Section 552.0038.

I. The Parties will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.

J. The Parties will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.

V. Fees.

Contractor agrees to pay DSHS $1.83 for each Certification of Vital Record printed as a result of searches of the database. Contractor agrees to charge the same base search fee for a birth certificate as DSHS. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

VI. **Billing.**

A. DSHS will send an itemized billing to Contractor on a monthly basis for each certification of Vital Record printed. This billing will be sent through the U.S. Postal Service to the Contractor at:

Name: City of Lubbock

Address: Attn: Vital Records
P.O. Box 2000
Lubbock, TX 79457

B. Contractor will direct any billing inquiries either by phone to 512-776-7206 or email to vsubusinessservices@dshs.state.tx .us.

VII. **Payment Method.**

A. Contractor will remit payment to DSHS within thirty days after a billing is received by them. Payment by the Contractor will be considered made on the date postmarked.

B. Contractor will send payments to DSHS at:

Texas Department of State Health Services
Cash Receipts Branch MC 2096
P.O. Box 149347
Austin, TX 78714-9347

C. Contractor will make payment to DSHS out of its current revenues.

VIII. Representatives. The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

City of Lubbock	DSHS
City Secretary Attn: Vital Records P.O. Box 2000 Lubbock, TX 79457-2000 Phone: 806-775-2926 Email: bgarza@mylubbock.us	Texas Department of State Health Services Contract Oversight and Support Attn: Princess Lindsay Mail Code 1326 P.O. Box 149347 Austin, TX 78714-9347 Phone: 512-776-3713 Email: Princess.Lindsay@dshs.state.tx.us

IX. General Terms and Conditions.

A. Governing Law. Regarding all issues related to this Contract's formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract will be governed by and construed in accordance with the laws of the State of Texas.

B. Amendment. This Contract may be modified by written amendment signed by the Parties.

C. Confidentiality.

1. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI) or other information or records made confidential by law~~, which includes, but is not limited to the Data Use Agreement that will be executed by the Contractor by January 16, 2016.~~

2. Contractor will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Contract to anyone other than

individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.

3. Contractor will use confidential records and information obtained under this Contract only for purposes as described in this Contract and as otherwise allowed by law.

4. Notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information or as otherwise provided by law.

D. Exchange of Client-Identifying Information. If this Contract concerns client-identifying information, except as prohibited by other law, Contractor and DSHS may exchange PHI without the consent of clients in accordance with 45 Code of Federal Regulation § 164.504(e)(3)(i)(B), Texas Health and Safety Code § 533.009 and other applicable law or rules.

E. Records Retention. DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at http://www.dshs.state.tx.us/records/schedules.shtm, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

F. Severability. If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.

G. Notice. Any notice required or permitted to be given under this Contract will be in writing and sent to the respective Party's Representative in Section VIII. Notice will be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address specified in writing by the Party to the other Party, or, if sent by certified mail, on the date of receipt.

H. Waiver. Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under the Contract.

I. Assignment. Neither DSHS nor Contractor will not transfer, assign, or sell its interest, in whole or in part, in this Contract without prior written consent by both Parties.

J. Suspension of Services Under This Contract. In the event of an emergency or information technology system failure, DSHS may temporarily suspend services without advance notice.

K. Termination.

1. Convenience. This Contract may be terminated by mutual agreement of both Parties. Either Party may terminate this Contract without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.

2. Cause. This Contract may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Contract.

3. Notice of Termination. Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section VIII.

4. Transition after Termination. At the end of the Term of this Contract or termination as provided for in this Section, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

By signing below, the Parties agree that this Contract constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Contract on behalf of their respective Party.

DEPARTMENT OF STATE HEALTH SERVICES

_____

Ed House
Chief Operating Officer
Department of State Health Services

_____

Date

CITY OF LUBBOCK

_____

Glen C. Robertson,
Mayor
City of Lubbock, Texas

_____

Date

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____

John C. Grace, Assistant City Attorney


City of
Lubbock
TEXAS

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

Meeting Date: 11/05/2015

Information

Agenda Item

Public Hearing 5:30 p.m. - Finance: Public hearing to receive input concerning the adoption of an ordinance to designate a Reinvestment Zone for an area located at 5801 Martin Luther King Boulevard, described as South Plains Industrial, Tract A, City of Lubbock, Lubbock County, Texas.

Item Summary

The City received an application for tax abatement for the expansion of the Llano Distribution Center from United Supermarkets, LLC. The facility is not located in an Enterprise Zone and will require the creation of a reinvestment zone in order for the City Council to consider a tax abatement.

The proposed zone includes only the property located at 5801 Martin Luther King Boulevard. The address and legal description of the location is included in the public hearing notice. Designation of the land as a reinvestment zone, will allow the City Council to consider a tax abatement for the addition of 200,000 square feet to the existing Distribution Center at a cost of $26 million and $22.7 million investment for other personal property. The project will also generate additional payroll of $7.2 million annually.

As required by Chapter 312 of the Tax Code, Section 312.201 (d) a public hearing is being held to discuss the designation of the United Reinvestment Zone. A governing body may not adopt an ordinance designating an area as a reinvestment zone until a public hearing is held and the City Council has found that the improvements sought are feasible and practical and would be a benefit to the land and the municipality to be included in the zone. There also needs to be a finding that the area of the Reinvestment Zone will be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment and will contribute to the economic development of the City of Lubbock. At the public hearing, interested persons are entitled to speak and present evidence for or against the designation.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Public Hearing Notice

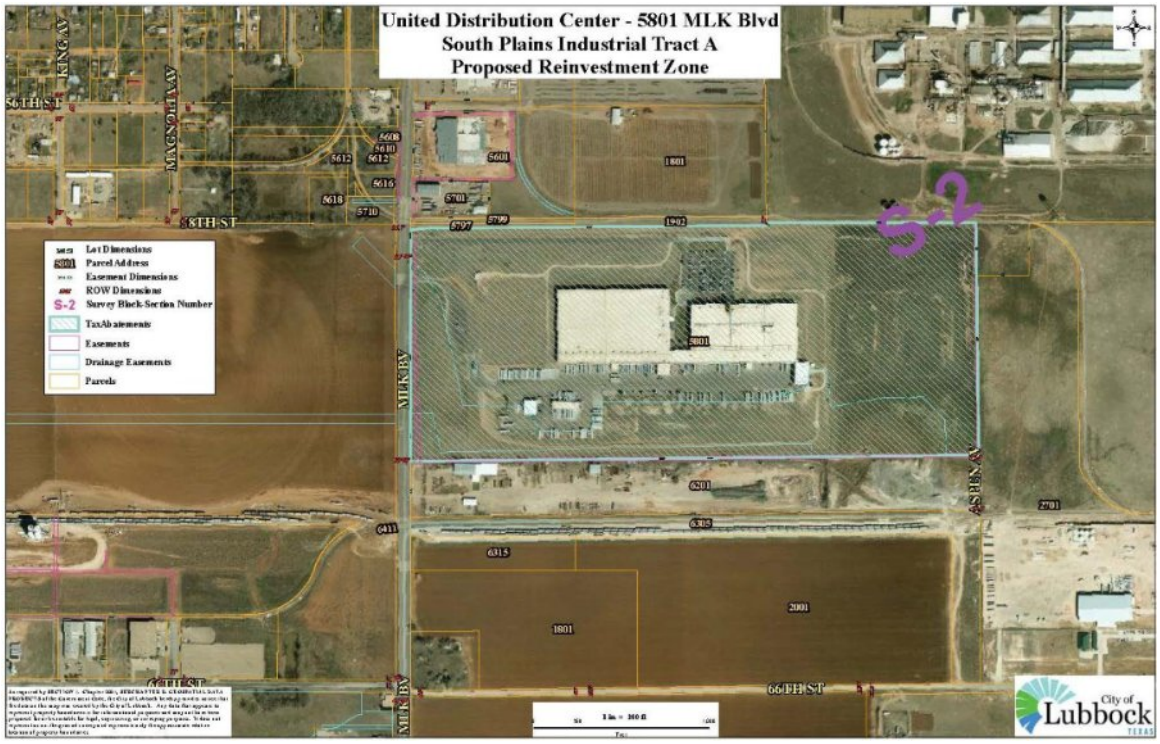
City of Lubbock, Texas
United Reinvestment Zone Public Hearing
November 5, 2015
5:30 P.M.
City Council Chambers

The City of Lubbock, Texas, will conduct a public hearing Thursday, November 5, 2015, at 5:30 p.m. in the City Council Chambers, 1625 13th Street, to receive input concerning the adoption of an ordinance to designate a reinvestment zone as authorized by Chapter 312, Tax Code. The proposed United Reinvestment Zone is located at 5801 Martin Luther King Boulevard, and further described as South Plains Industrial Tract A, City of Lubbock, Lubbock County, Texas.

The feasibility of the improvements, benefit to the zone, and criteria that makes the area eligible as a reinvestment zone will be discussed at the public hearing. All interested parties are encouraged to attend and present their views.

A map of the described area is available for viewing in the City of Lubbock, Fiscal Policy Office at the City of Lubbock located at 1625 13th Street, Suite 201.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City of Lubbock at 775-2105 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.



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

Meeting Date: 11/05/2015

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider an ordinance designating a reinvestment zone within the City of Lubbock as authorized by Chapter 312, Tax Code; describing the boundaries of said zone; describing the eligibility of said zone for commercial-industrial tax abatement; providing a saving clause and providing for publication; said reinvestment zone to be located at South Plains Industrial, Tract A, City of Lubbock, Lubbock County, Texas.

Item Summary

The City received an application for tax abatement for the expansion of the Llano Distribution Center from United Supermarkets, LLC. The facility is not located in an Enterprise Zone and will require the creation of a reinvestment zone in order for the City Council to consider a tax abatement.

The proposed zone includes only the property located at 5801 Martin Luther King Boulevard. The address and legal description of the location is included in the public hearing notice. Designation of the land as a reinvestment zone, will allow the City Council to consider a tax abatement for the addition of 200,000 square feet to the existing Distribution Center at a cost of $26 million and $22.7 million investment for other personal property. The project will also generate additional payroll of $7.2 million annually.

As required by Chapter 312 of the Tax Code, Section 312.201 (d) a public hearing was held to discuss the designation of the United Reinvestment Zone prior to consideration of the designation ordinance. Once the public hearing has been held and the findings are made that the improvements sought are feasible and practical and would benefit the land, then the next step is adopting an ordinance designating the United Reinvestment Zone.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Reinvestment Zone

ORDINANCE NO.

AN ORDINANCE DESIGNATING A REINVESTMENT ZONE WITHIN THE CITY OF LUBBOCK AS AUTHORIZED BY CHAPTER 312, TAX CODE; DESCRIBING THE BOUNDARIES OF SAID ZONE; DESCRIBING THE ELIGIBILITY OF SAID ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; PROVIDING A SAVING CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, Chapter 312 of the Tax Code authorizes the City Council of the City of Lubbock to designate a Reinvestment Zone for Commercial-Industrial tax abatement purposes; and

WHEREAS, the City of Lubbock has heretofore established its intent to participate in tax abatement by Resolution and has established guidelines and criteria for commercial-industrial tax abatement within the City of Lubbock; and

WHEREAS, the City Council of the City of Lubbock declared its intent to create said Reinvestment Zone by its adoption of Resolution No. 2015-R0361 on October 22, 2015; and

WHEREAS, the City Council caused a Notice of Intent to create said Reinvestment Zone to be delivered to all taxing units levying taxes on real property within the zone; and

WHEREAS, the location of the Reinvestment Zone was shown in the Exhibit A attached to and made a part of Resolution No. 2015-R0361; and

WHEREAS, the City Council held a public hearing to consider the establishment of said reinvestment zone which was conducted on November 5, 2015, prior to the adoption of this Ordinance; and

WHEREAS, the City Council found at the conclusion of said hearing that the improvements sought for the property within the Reinvestment Zone are feasible, practical and would benefit the land; and

WHEREAS, the City Council of the City of Lubbock has determined and finds that the real property to be included in the Reinvestment Zone will be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment and would contribute to the economic development of the City of Lubbock; NOW THEREFORE;

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

SECTION 1: THAT by and under the authority of Chapter 312, Tax Code, the following described real property located within the City of Lubbock, County of Lubbock, Texas, is hereby designated as a Reinvestment Zone:

South Plains Industrial, Tract A, City of Lubbock, Lubbock County, Texas

A map depicting the area designated as the Reinvestment Zone is attached hereto as Exhibit 1 and hereby incorporated in this Ordinance.

SECTION 2. THAT the area of the Reinvestment Zone will be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment and will contribute to the economic development 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.

AND IT IS SO ORDERED.

Passed by the City Council on first reading 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:cityatt/Linda/ReinvestmentZoneOrd-United, Oct. 26, 2015

EXHIBIT 1


United Distribution Center - 5801 MLK Blvd
South Plains Industrial Tract A
Proposed Reinvestment Zone
KING AV
MAGNOLIA AV
56TH ST
58TH ST
MLK BV
SPEN AV
66TH ST
5608
5610
5612
5612
5601
1801
5616
5618
5701
5710
5797
5799
1902
S-2
5801
6201
2701
6411
6305
6315
2001
1801
Lot Dimensions
Parcel Address
Easement Dimensions
ROW Dimensions
Survey Block-Section Number
TaxAbatements
Easements
Drainage Easements
Parcels
1 in = 300 ft
0
250
1,000
Feet
City of Lubbock
TEXAS
As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

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

Meeting Date: 11/05/2015

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2015-O0110 for Zone Case 2496-A, a request of Bret Ellis, for Verizon Wireless, for a zoning change from A-2 to A-2 Specific Use and all unconditionally permitted A-2 Uses to build a monopole for a telecommunication facility on a portion of Lot 1, Circuit Rider Addition, 1215 Slide Road.

Item Summary

On October 22, 2015, the City Council approved the first reading of the ordinance.

General comments:
The request is to install a 70 foot telecommunications tower along York Avenue.

Adjacent land uses:
N: A-2 St Stephens Episcopal Church
S: R-2 Duplexes
E: R-1 Residential Home
W: Commercial shopping center Redbud Square and Slide Road

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP. Based on a case by case scenario, cell towers/telecommunication towers are allowed in any zoning district at the discretion of the Planning and Zoning (P&Z) Commission/City Council through a Specific Use Zone case.

Zoning Policy:
The Zoning Ordinance states "…antennas may be permitted in any zoning district provided that the proponent of such use has incorporated the minimum requirements…" and has been approved by the 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. Based on our inventory maps, and the information provided by the proponent, proposed location is about 4000 feet away from the nearest tower.

Effect on the adjacent street and thoroughfare system:
The tower will be designed in a way that it will not be visually obstructive to traffic in the vicinity. The tower and structure will be located a minimum of 70 feet from any residential structure.

Recommendations:
Staff recommends approval subject to the following conditions:
1.) Monopole construction having a maximum height of 70 feet, tied to the elevation and site plan.
2.) That a masonry wall be constructed along the perimeter of the leased area as shown on the drawings.
3.) That the existing landscaped buffer of trees be maintained to shield the adjacent residential.

On October 1, 2015, the P&Z Commission recommended the request with a unanimous vote, with the following

conditions:
1.) Monopole construction having a maximum height of 70 feet, tied to the elevation and site plan.
2.) That a masonry wall be constructed along the perimeter of the leased area as shown on the drawings.
3.) That the existing landscaped buffer of trees be maintained to shield the adjacent residential.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 2496-A

Backup - Zone Case 2496-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2496-A;** A ZONING CHANGE FROM **A-2** TO **A-2 SPECIFIC USE TO BUILD A MONOPOLE FOR A TELECOMMUNICATION FACILITY**, ON **A PORTION OF LOT 1, CIRCUIT RIDER 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. 2496-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 **A-2** to **A-2 Specific Use to build a monopole for a communication facility** on **a portion of Lot 1, Circuit Rider Addition,** City of Lubbock, Lubbock County, Texas, located at **1215 Slide Road,** 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 monopole construction shall have a maximum height of 70 feet and shall be tied to the elevation and site plan;**

2. **THAT a masonry wall be constructed along the perimeter of the leased area; and**

3. **THAT the existing landscaped buffer of trees shall be maintained to shield the adjacent residential development.**

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 **A-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 **1215 Slide Road**, 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

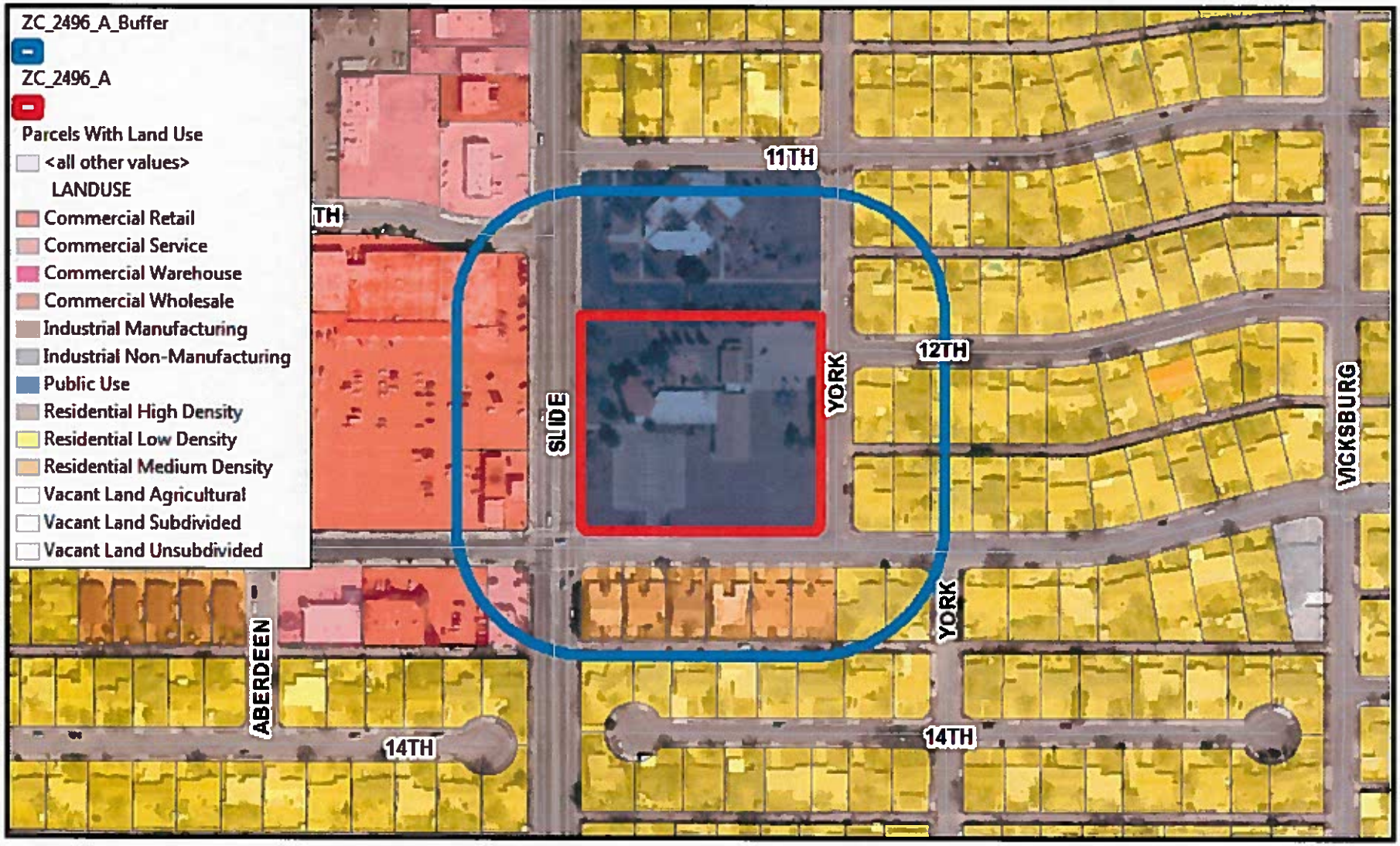
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

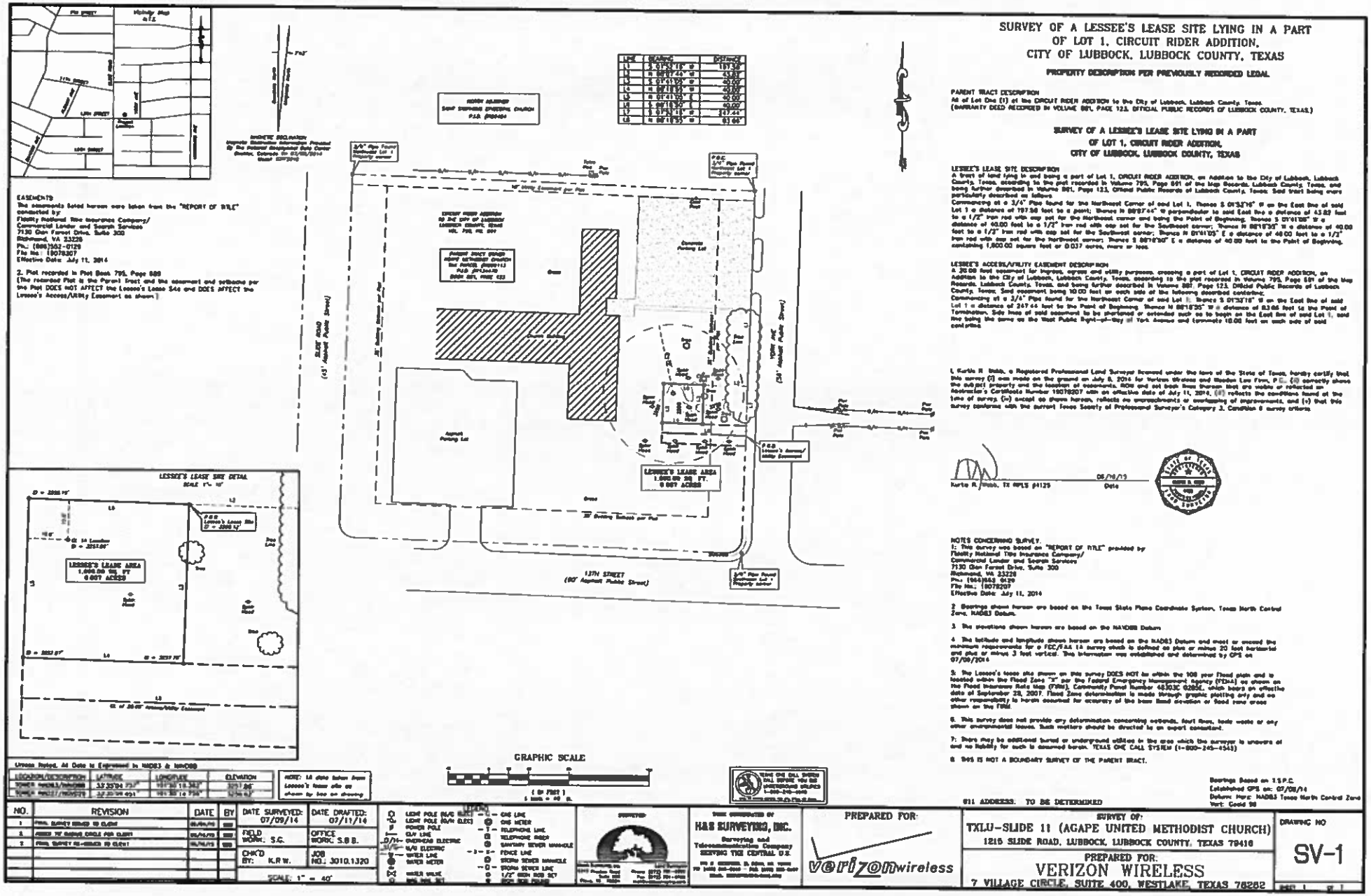
Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC2496-A
October 1, 2015



P.Z.C. Case 2496-A

Request of Bret Ellis (for Verizon Wireless) for a zoning change from A-2 to A-2 Specific Use and all unconditionally permitted A-2 Uses to build a monopole for a telecommunication facility, 1215 Slide Road



SURVEY OF A LESSEE'S LEASE SITE LYING IN A PART OF LOT 1, CIRCUIT RIDER ADDITION, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

PROPERTY DESCRIPTION PER PREVIOUSLY RECORDED LEGAL

PARENT TRACT DESCRIPTION
All of Lot One (1) of the CIRCUIT RIDER ADDITION to the City of Lubbock, Lubbock County, Texas (WARRANTY DEED RECORDED IN VOLUME 881, PAGE 123, OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS.)

SURVEY OF A LESSEE'S LEASE SITE LYING IN A PART OF LOT 1, CIRCUIT RIDER ADDITION, CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

LESSEE'S LEASE SITE DESCRIPTION
A tract of land lying in and being a part of Lot 1, CIRCUIT RIDER ADDITION, an addition to the City of Lubbock, Lubbock County, Texas, according to the plat recorded in Volume 795, Page 689 of the Map Records, Lubbock County, Texas, and being further described in Volume 881, Page 123, Official Public Records of Lubbock County, Texas; said tract being more particularly described as follows:
Commencing at a 3/4" Pipe found for the Northwest Corner of said Lot 1, Thence S 01°53'16" W on the East line of said Lot 1 a distance of 197.58 feet to a point; Thence N 88°07'44" W perpendicular to said East line a distance of 43.82 feet to a 1/2" Iron rod with cap set for the Northeast corner and being the Point of Beginning, Thence S 01°01'05" W a distance of 40.00 feet to a 1/2" Iron rod with cap set for the Southeast corner; Thence N 88°18'35" W a distance of 40.00 feet to a 1/2" Iron rod with cap set for the Southwest corner; Thence N 01°41'05" E a distance of 40.00 feet to a 1/2" Iron rod with cap set for the Northwest corner; Thence S 88°18'35" E a distance of 40.00 feet to the Point of Beginning, containing 1,600.00 square feet or 0.037 acres, more or less.

LESSEE'S ACCESS/UTILITY EASEMENT DESCRIPTION
A 20.00 foot easement for ingress, egress and utility purposes, crossing a part of Lot 1, CIRCUIT RIDER ADDITION, an Addition to the City of Lubbock, Lubbock County, Texas, according to the plat recorded in Volume 795, Page 689 of the Map Records, Lubbock County, Texas, and being further described in Volume 881, Page 123, Official Public Records of Lubbock County, Texas. Said easement being 10.00 feet on each side of the following described centerline;
Commencing at a 3/4" Pipe found for the Northwest Corner of said Lot 1; Thence S 01°53'16" W on the East line of said Lot 1 a distance of 247.44 feet to the Point of Beginning, Thence N 88°18'35" W a distance of 83.66 feet to the Point of Termination. Side lines of said easement to be shortened or extended such as to begin on the East line of said Lot 1, and end being the same on the West Public Right-of-Way of York Avenue and terminate 10.00 feet on each side of said centerline.

I, Kurtis R. Webb, a Registered Professional Land Surveyor licensed under the laws of the State of Texas, hereby certify that this survey (1) was made on the ground on July 8, 2014 for Verizon Wireless and Abadon Law Firm, P.C., (2) correctly shows the subject property and the location of easements, ROWs and set back lines thereon that are visible or reflected on Landmark's Certificate Number 10078207 with an effective date of July 11, 2014, (3) reflects the conditions found at the time of survey, (4) except as shown hereon, reflects no encroachments or overlapping of improvements, and (5) that this survey conforms with the current Texas Society of Professional Surveyor's Category 2, Condition II survey criteria.

Kurtis R. Webb, TX RPLS #4129 — 05/19/15 Date

NOTES CONCERNING SURVEY
1. This survey was based on "REPORT OF TITLE" provided by
Fidelity National Title Insurance Company/
Commercial Lender and Search Services
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226
Ph.: (866)862-8429
File No.: 10078207
Effective Date: July 11, 2014

2. Bearings shown hereon are based on the Texas State Plane Coordinate System, Texas North Central Zone, NAD83 Datum.

3. The elevations shown hereon are based on the NAVD88 Datum.

4. The latitude and longitude shown hereon are based on the NAD83 Datum and meet or exceed the minimum requirements for a FEC/FAA 1A survey which is defined as plus or minus 20 feet horizontal and plus or minus 3 feet vertical. This information was established and determined by GPS on 07/09/2014.

5. The Lessee's lease site shown on this survey DOES NOT lie within the 100 year Flood plain and is located within the Flood Zone "X" per the Federal Emergency Management Agency (FEMA) as shown on the Flood Insurance Rate Map (FIRM), Community Panel Number 48303C 0285E, which bears an effective date of September 26, 2007. Flood Zone determination is made through graphic plotting only and no other responsibility is herein assumed for accuracy of the base flood elevation or flood zone areas shown on the FIRM.

6. This survey does not provide any determination concerning wetlands, fault lines, toxic wastes or any other environmental issues. Such matters should be directed to an expert consultant.

7. There may be additional buried or underground utilities in the area which the surveyor is unaware of and no liability for such is assumed herein. TEXAS ONE CALL SYSTEM (1-800-245-4545)

8. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT TRACT.

Bearings Based on T.S.P.C.
Established GPS on: 07/09/14
Datum: Horz: NAD83 Texas North Central Zone
Vert: Geoid 99

911 ADDRESS: TO BE DETERMINED

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

LOCATION/DESCRIPTION	LATITUDE	LONGITUDE	ELEVATION
TOWER: NAD83/NAVD88	33°35'04.73"	101°50'18.34"	3277.86'
TOWER: NAD27/NGVD29	33°35'04.491"	101°50'16.778"	3246.43'

Units: Noted. All Data is Expressed in NAD83 & NAVD88

NOTE: All data taken from Lessee's lease site as shown by bar on drawing

NO.	REVISION	DATE	BY
1	FINAL SURVEY ISSUED TO CLIENT	08/04/15	WEB
2	ADDED TIE BEING CIRCLE FOR CLIENT	08/04/15	WEB
3	FINAL SURVEY RE-ISSUED TO CLIENT	08/19/15	WEB

DATE SURVEYED: 07/09/14	DATE DRAFTED: 07/11/14
FIELD WORK: S.G.	OFFICE WORK: S.B.B.
CHK'D BY: K.R.W.	JOB NO.: 3010.1320
SCALE: 1" = 40'	

LEGEND
- LIGHT POLE (SOLID BASE)
- LIGHT POLE (NON SOLID)
- POWER POLE
- GUY LINE
- OVERHEAD ELECTRIC
- U/G ELECTRIC
- WATER LINE
- WATER METER
- WATER VALVE
- CABLE TV RISER
- GAS METER
- GAS VALVE
- GAS LINE
- TELEPHONE RISER
- SANITARY SEWER MANHOLE
- FENCE LINE
- STORM SEWER MANHOLE
- STORM SEWER LINE
- 1/2" IRON ROD SET
- FOUND IRON PIPE

SURVEYED BY:
H&S SURVEYING, INC.
Surveying and Telecommunications Company
SERVING THE CENTRAL U.S.

PREPARED FOR: verizonwireless

SURVEY OF:
TXLU-SLIDE 11 (AGAPE UNITED METHODIST CHURCH)
1215 SLIDE ROAD, LUBBOCK, LUBBOCK COUNTY, TEXAS 79416

PREPARED FOR:
VERIZON WIRELESS
7 VILLAGE CIRCLE, SUITE 400, WESTLAKE, TEXAS 76262

DRAWING NO
SV-1
SHEET 1 OF 1

2496-A



As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this site is created by or hosted 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.

0 600 1,200 Feet

Printed Date: 9/4/2015

N



1 SITE PHOTOGRAPH



2 SITE PHOTOGRAPH

NOTE: REFER TO SHEET A1 AND/OR A1-1 FOR LOCATIONS FROM WHICH PHOTOS WERE TAKEN



3 SITE PHOTOGRAPH



4 SITE PHOTOGRAPH

verizonwireless

TXLU SLIDE 11
***
1216 YORK AVENUE
LUBBOCK, LUBBOCK COUNTY, TEXAS 79416
(268934)

APPROVAL SIGNATURES
LANDLORD
LEASING
CONSTRUCTION

06.05.15

REGISTERED ARCHITECT KEVIN THOMAS 8144 STATE OF TEXAS

EXP. DATE: 06/30/16

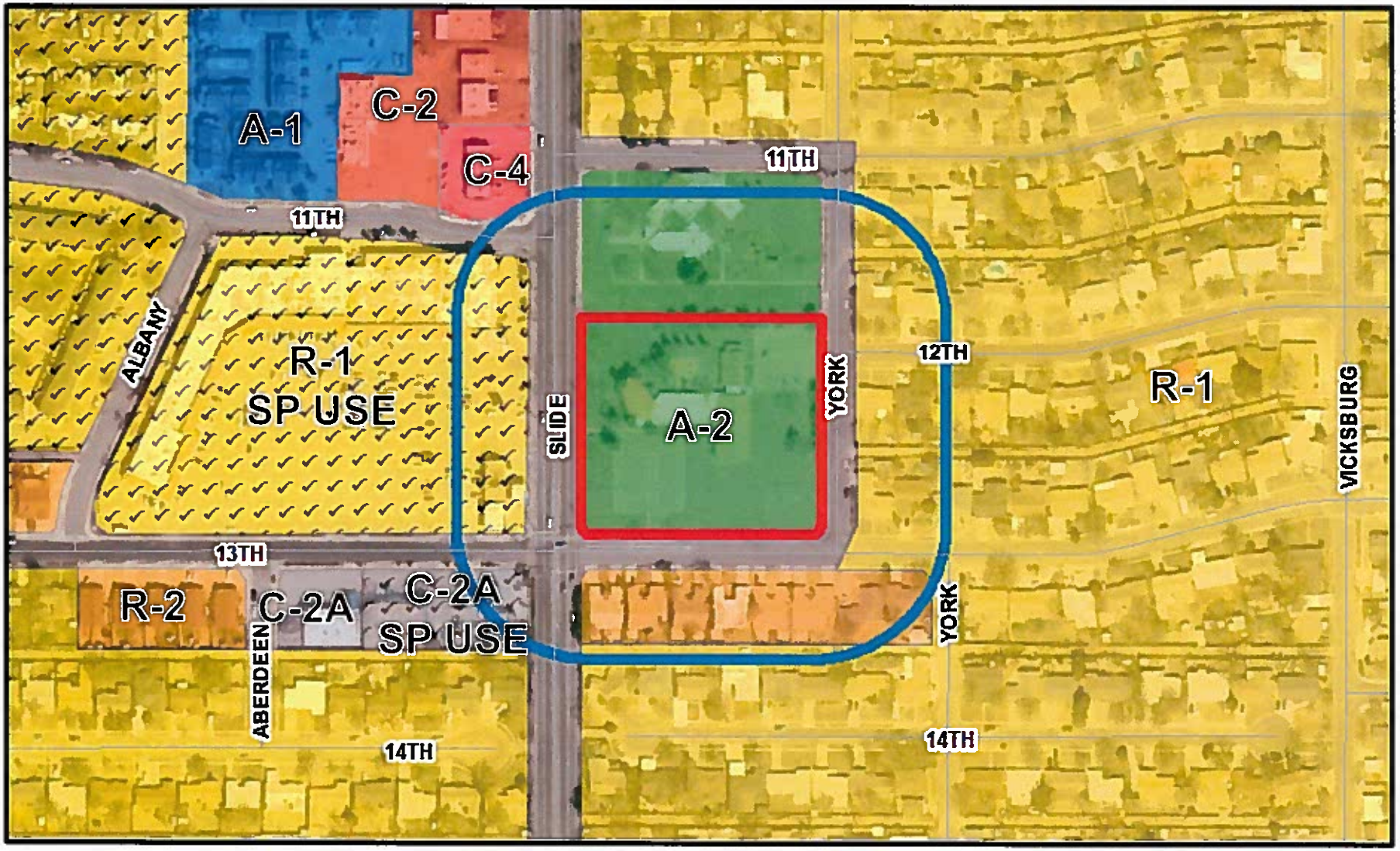
ARCHCOMM, LLC.
1006 Beckett
San Antonio, Texas 78213
(210) 366-9905
TBPE NO. F-15656

SHEET TITLE
SITE PHOTOGRAPHS

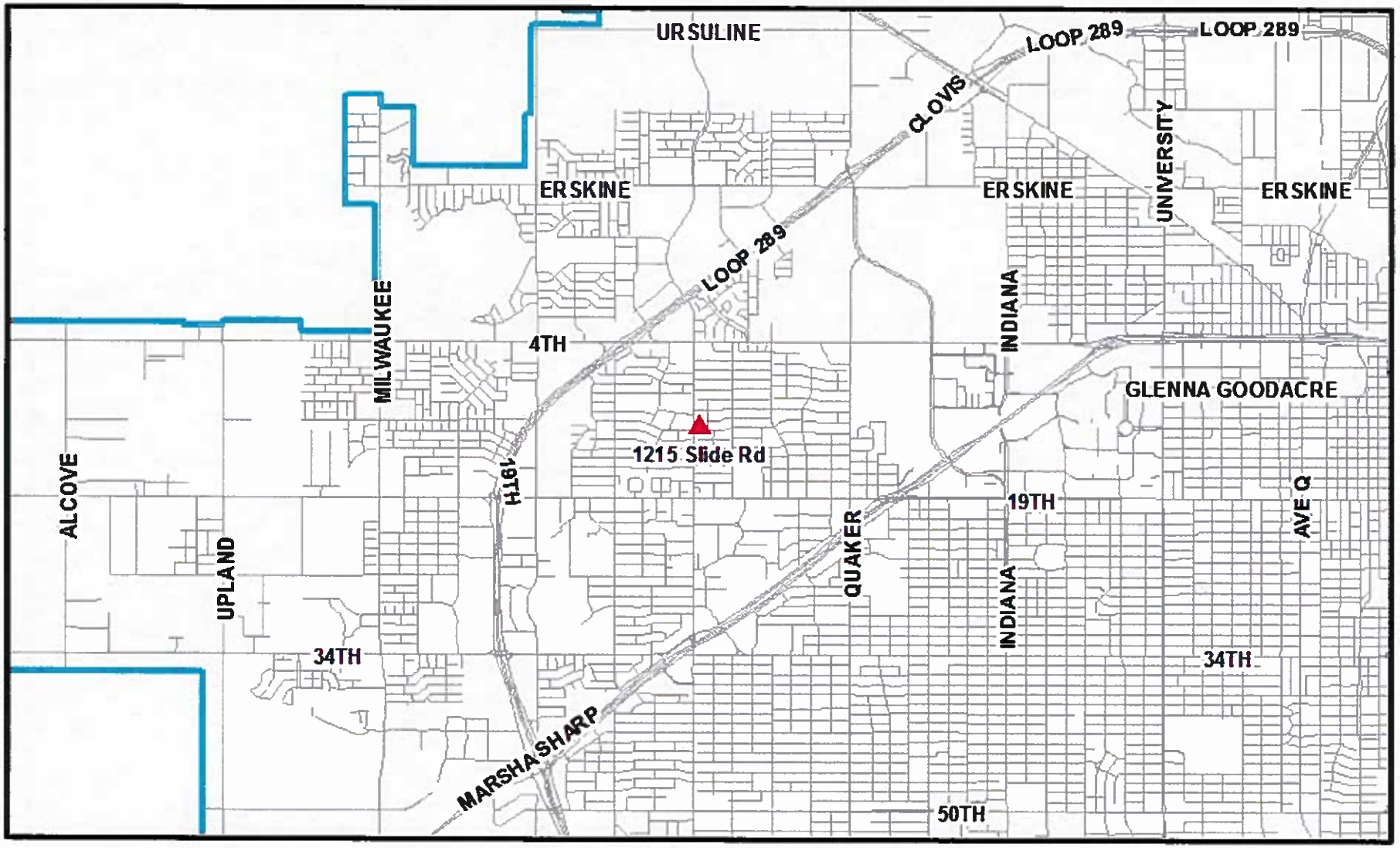
SHEET HISTORY
06.10.15 ISSUE FOR REVIEW
06.05.15 ISSUE FOR CONSTRUCTION

P1

H:\VERIZONSOUTH TEXAS\TXLU Slide 11 - 268934\20130911106-NB\02 TXLU SLIDE 11 - P1 PHOTOS.dwg, 8/6/2015 1:44:57 PM, PFernandez

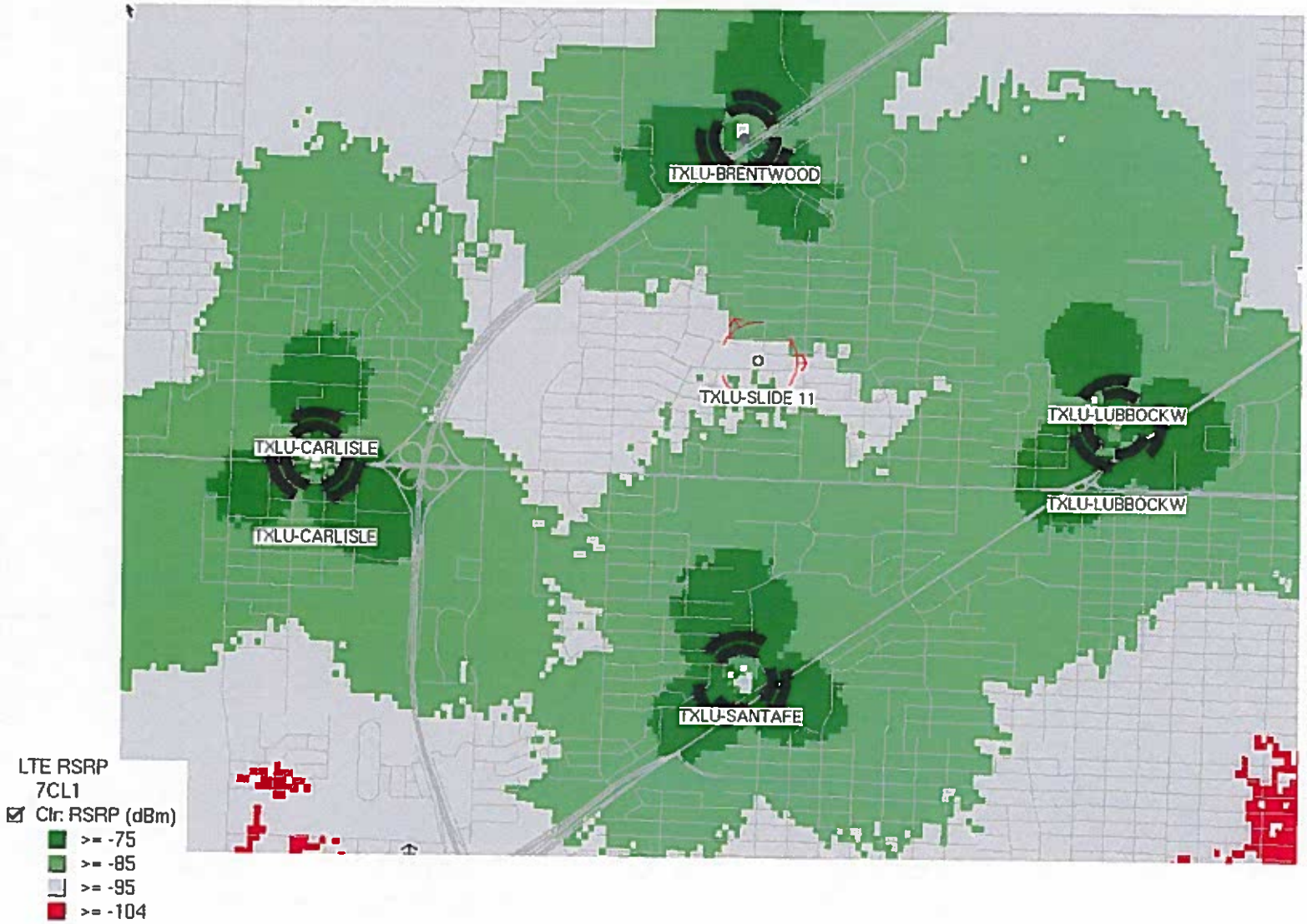


P.Z.C. Case 2496-A Zoning

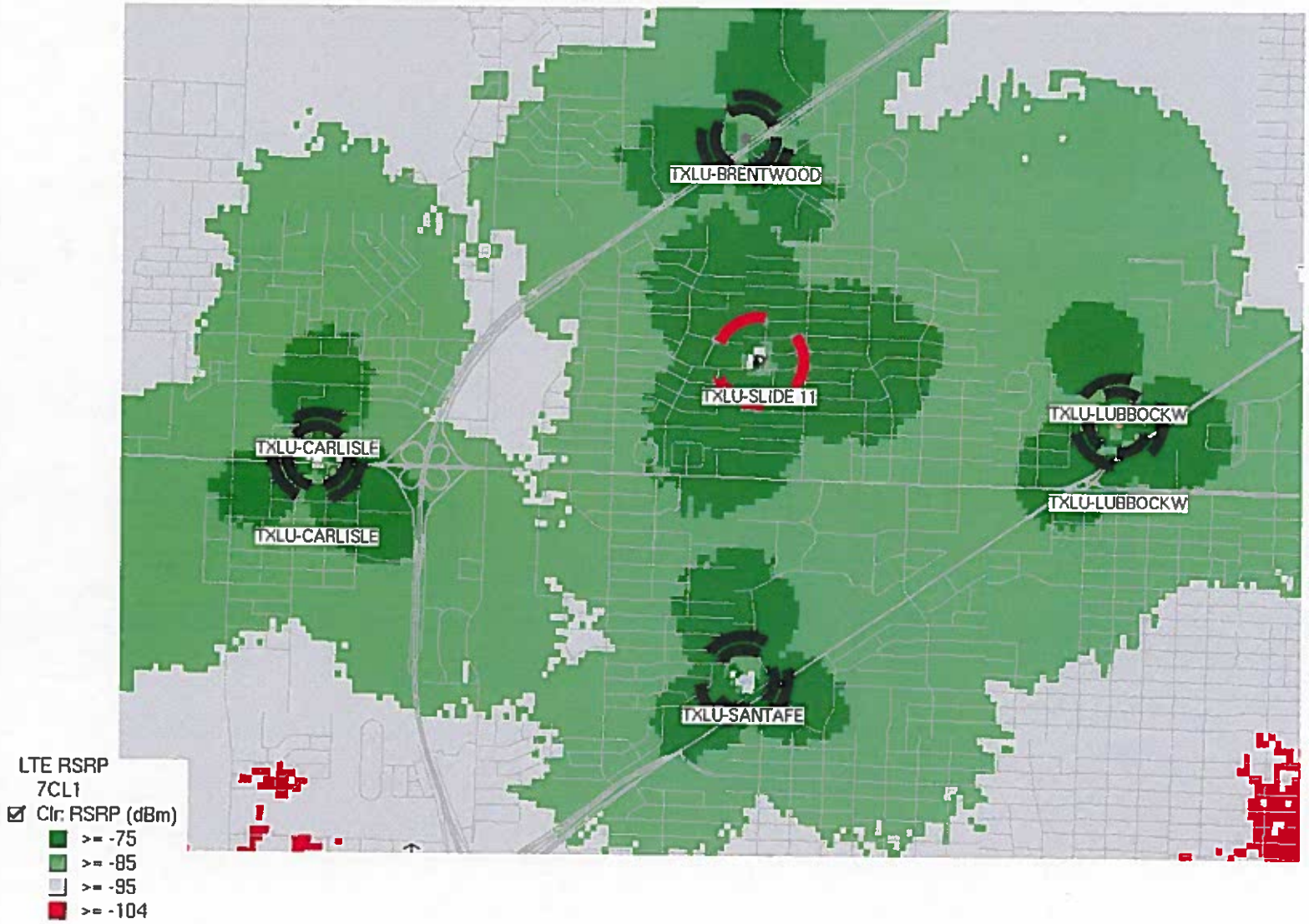


P.Z.C. Case 2496-A

TXLU-SLIDE 11



TXLU-SLIDE 11



city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) BRET ELLIS
3410 98th ST #194
Street/Post Office Box
LUBBOCK TX 79423
City State Zip
(832) 293 9077
Telephone

For VERIZON WIRELESS
6696 TRI COUNTY PARKWAY
Street/Post Office Box
SCHERTZ TX 78154
City State Zip
( )
Telephone

Location or Address: 1216 YORK AVE., LUBBOCK, TX 79416

Legal Description:* A PART OF LOT 1, CIRCUIT RIDER ADDITION

Existing Land Use: CHURCH **Existing Zoning:** A-2

Acreage or Square Footage of Property: ~ 134,750 SF

Zoning Requested: ZONING CHANGE TO BUILD A 70' MONOPOLE FOR AN UNMANNED TELECOMMUNICATION FACILITY

Proposed Development: A 40'x40' FENCED COMPOUND TO ENCLOSE A 70' TALL MONOPOLE WITH ASSOCIATED TELECOMMUNICATIONS EQUIPMENT

If property is not subdivided, will preliminary plat be submitted? Yes ____ No X

Applicant's Signature

9/2/15
Date

Filing Fee: ____
($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: 11836 map 8

Zone Case No.: 2496-A **Agenda No.:** ____

Request for zoning change from: A-2 **To:** A-2 SP use

on Lot(s): Pt of Lot 1 **Block(s):** ____

Subdivision: Circuit Rider **Address:** 1216 York Ave

KC

Existing Verizon Sites

Air Space Study

```
*****************************************************
                    *          Federal Airways & Airspace
*
                    *        Summary Report: New Construction
*
                    *              Antenna Structure
*
*****************************************************

                    Airspace User: Patricia Jones

                    File: TXLU_SLIDE_11

                    Location:  Lubbock, TX

                    Latitude:  33°-35'-04.75"
                    Longitude: 101°-55'-16.36"

                    SITE ELEVATION AMSL.....3258 ft.
                    STRUCTURE HEIGHT.........80 ft.
                    OVERALL HEIGHT AMSL.....3338 ft.

     NOTICE CRITERIA
       FAR 77.9(a): NNR (DNE 200 ft AGL)
       FAR 77.9(b): NNR (DNE Notice Slope)
       FAR 77.9(c): NNR (Not a Traverse Way)
       FAR 77.9:    NNR FAR 77.9 IFR Straight-In Notice Criteria
for LBB
       FAR 77.9:    NNR FAR 77.9 IFR Straight-In Notice Criteria
for F82
       FAR 77.9(d): NNR (Off Airport Construction)

       NR  = Notice Required
       NNR = Notice Not Required
       PNR = Possible Notice Required (depends upon actual IFR
procedure)
             For new construction review Air Navigation
Facilities at bottom
             of this report.

       Notice to the FAA is not required at the analyzed location
and height for
       slope, height or Straight-In procedures. Please review the
'Air Navigation'
       section for notice requirements for offset IFR procedures
and EMI.


     OBSTRUCTION STANDARDS
       FAR 77.17(a)(1): DNE 499 ft AGL
```

```
        FAR 77.17(a)(2): DNE - Airport Surface
        FAR 77.19(a): DNE - Horizontal Surface
        FAR 77.19(b): DNE - Conical Surface
        FAR 77.19(c): DNE - Primary Surface
        FAR 77.19(d): DNE - Approach Surface
        FAR 77.19(e): DNE - Transitional Surface

     VFR TRAFFIC PATTERN AIRSPACE FOR: LBB: LUBBOCK PRESTON SMITH
INTL
     Type: A   RD: 37013.42   RE: 3242.5
        FAR 77.17(a)(1):          DNE
        FAR 77.17(a)(2):          DNE - Greater Than 5.99 NM.
        VFR Horizontal Surface: DNE
        VFR Conical Surface:    DNE
        VFR Approach Slope:     DNE
        VFR Transitional Slope: DNE

     VFR TRAFFIC PATTERN AIRSPACE FOR: F82: LUBBOCK EXECUTIVE
AIRPARK
     Type: A   RD: 47584.36   RE: 3200
        FAR 77.17(a)(1):          DNE
        FAR 77.17(a)(2):          DNE - Greater Than 5.99 NM.
        VFR Horizontal Surface: DNE
        VFR Conical Surface:    DNE
        VFR Approach Slope:     DNE
        VFR Transitional Slope: DNE

     TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)
        FAR 77.17(a)(3) Departure Surface Criteria (40:1)
        DNE Departure Surface

     MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
        FAR 77.17(a)(4) MOCA Altitude Enroute Criteria
        The Maximum Height Permitted is 4200 ft AMSL

     PRIVATE LANDING FACILITIES
        FACIL                                      BEARING    RANGE
DELTA ARP FAA
        IDENT TYP NAME                             To FACIL   IN NM
ELEVATION IFR
        ----- --- ---------------------------- -------- -----
--------- ---
        XA25  HEL LUBBOCK HEART HOSPITAL            15.33    1.18
+95
        No Impact to Private Landing Facility
        Structure is beyond notice limit by  2170 feet.

        74TS  HEL ST MARY OF THE PLAINS HOSPIT    122.26    1.21
+58
        No Impact to Private Landing Facility
        Structure is beyond notice limit by  2352 feet.
```

```
       TS66  HEL LUBBBOCK METHODIST HOSPITAL      94.04    1.36
+113
       No Impact to Private Landing Facility
       Structure is beyond notice limit by  3263 feet.

       6TX0  HEL DEPARTMENT OF PUBLIC SAFETY      83.47    3.7
+127
       No Impact to Private Landing Facility
       Structure is beyond notice limit by  17482 feet.

       8XS8  AIR REESE AIRPARK                   273.36    5.8
+0
       No Impact to VFR Transitional Surface.
       Below surface height of 480 ft above ARP.

     AIR NAVIGATION ELECTRONIC FACILITIES
       FAC               ST                 DIST  DELTA
GRND  APCH
       IDNT    TYPE      AT  FREQ  VECTOR  (ft)  ELEVA ST LOCATION
ANGLE BEAR
       ---- ----------  -- ------ ------ ------ ----- -- --------
--------- ------- ----
       LBB  RADAR        ON  2725.  34.16  36782   +68 TX LUBBOCK
INTL          .11
       No Impact. This structure does not require Notice based
upon EMI.
       The studied location is within 20 NM of a Radar facility.
       The calculated Radar Line-Of-Sight (LOS) distance is: 141
NM.
       This location and height is within the Radar Line-Of-Sight.

       LBB  RADAR WXL    Y           52.16  41248   -40 TX LUBBOCK
-.06
       LBB  VORTAC       I   109.2   2.87  43827   +28 TX
LUBBOCK               .04
       LBB  LOM          I           26.65  62325   +36 TX RWY 17R
LUBBOCK P     .03
       LDT  LOM          I           64.74  66663  +140 TX RWY 26
LUBBOCK PR     .12
       PVW  VOR/DME      I   112.9  12.27 186788   -62 TX
PLAINVIEW            -.02

     CFR Title 47, §1.30000-§1.30004
       AM STUDY NOT REQUIRED: Structure is not near a FCC
licensed AM station.
       Movement Method Proof as specified in §73.151(c) is not
required.
       Please review 'AM Station Report' for details.

       Nearest AM Station: KJDL @ 5317 meters.
```

Airspace® Summary Version 15.7.400

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07-20-2015
12:14:06

WIRELESS COMMUNICATION FACILITY
RF AFFIDAVIT

Before the undersigned, an officer duly authorized by law to administer oaths, personally appeared Ryan Martin who, after being first duly sworn as provided by law, deposes and states as follows:

1. My name is Ryan Martin, I am over 21 years of age, and am under no legal disability and am competent to give this Affidavit.

2. I am a R.F. design engineer for cellular telephone networks.

3. I have been involved in designing Verizon Wireless's telecommunications network in Lubbock, Texas.

4. I am familiar with the proposed wireless communication facility and accompanying tower to be located at 1216 York Avenue, Lubbock, TX 79416.

5. I have examined the area in search of suitable structures to collocate the proposed antennas and telecommunications equipment, but no such structures were found.

6. Without the proposed antennas and telecommunications equipment Verizon Wireless will not be able to provide adequate wireless service to the public.

8. This installation as designed meets the current FCC standards and will not interfere with public communications and the usual and customary transmission or reception of radio, television or other communications services enjoyed by adjacent properties.

Further, this Affiant saith not.

R.P.M.
Ryan Martin
R.F. Engineer for Verizon Wireless

6/5/2015
Date

Sworn to and subscribed before me
this 5 day of June, 2015

Notary Public

My commission expires: NOV 27 2016

NOTARY PUBLIC STATE OF TEXAS
MELISA WALKER HOLLEY
My Commission Expires
November 27, 2016

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

Meeting Date: 11/05/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0111 for Zone Case 1391-I, a request of Ryan Lewis, LLC, for City Bank, for a zoning change from C-2 to C-3, west of 369.89 feet of Lot 198, Live Oak Addition, 3331, 3333 and 3335 70th Street.

Item Summary

On October 22, 2015, the City Council approved the first reading of the ordinance.

General comments:
This request is to rezone a parcel of land from C-2 with conditions to C-3. The outdated conditions reference the previous development which has since been torn down. There are two existing conditions that are of concern for the future redevelopment of these lots. The 130-foot setback from Loop 289 and an exemption from the setback for a gas service station that was previously built on a lot that has been removed from the current ordinance. The new proposed development will be consistent with the current zoning code and new development elsewhere in town.

Adjacent land uses:
To the west and north is commercial development. South of this property is Loop 289 with duplexes to the east.

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP.

Zoning Policy:
The request to rezone to C-3 is also consistent with the zoning policies. The corners at the intersection of two thoroughfares or a thoroughfare and expressway are recommended as C-3. This case being the corner of Indiana Avenue and South Loop 289.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system.

Recommendations:
Staff recommends the case for approval.

On October 1, 2015, the P&Z Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 1391-I

Backup - Zone Case 1391-I

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. 1391-I;** A ZONING CHANGE FROM **C-2** TO **C-3** ZONING DISTRICT **FOR THE WESTERN 369.89 FEET OF LOT 198, LIVE OAK 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. 1391-I

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-3** zoning district **for the western 369.89 feet of Lot 198, Live Oak Addition**, City of Lubbock, Lubbock County, Texas, located at **3331, 3333 and 3335 70th 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

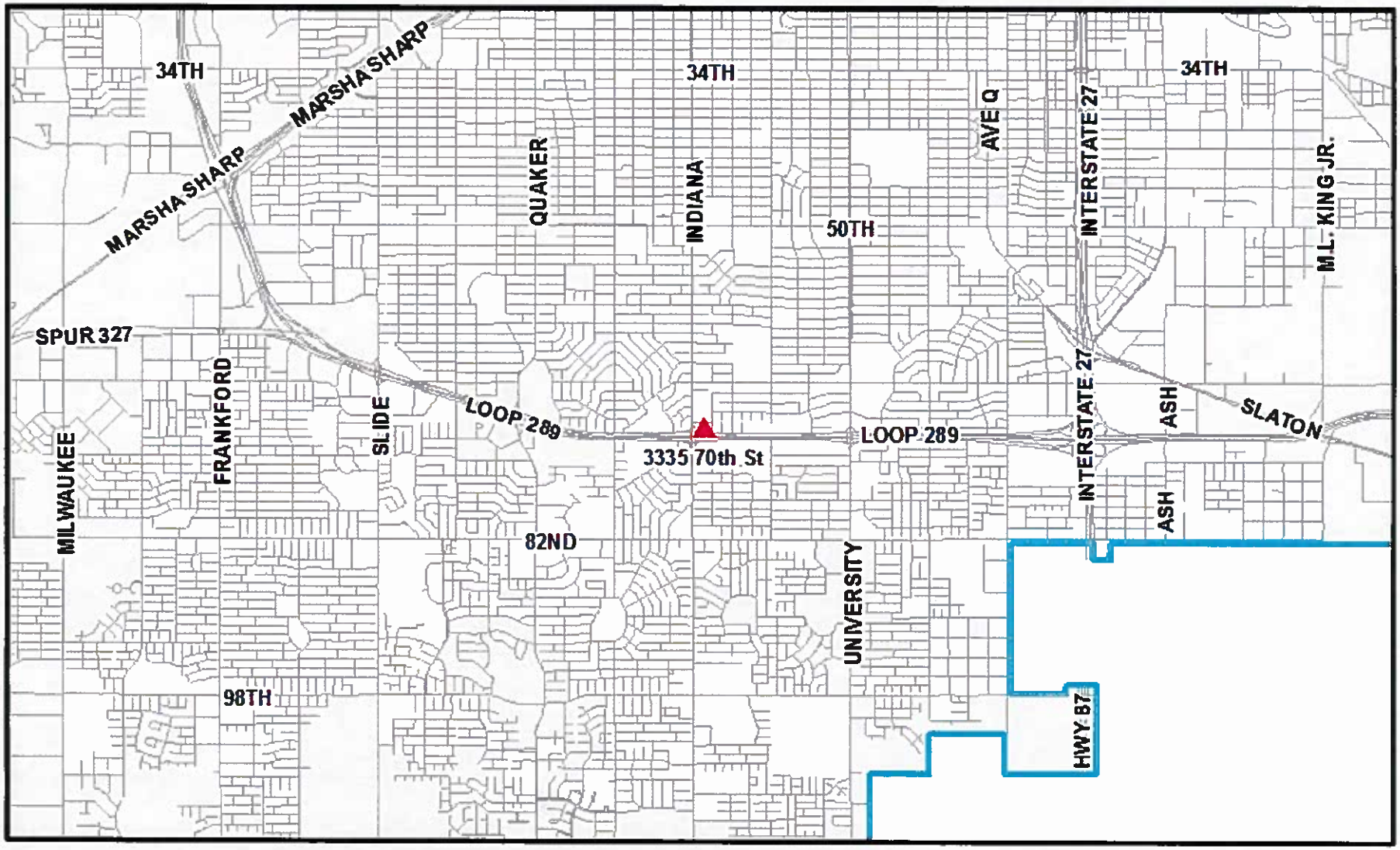
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

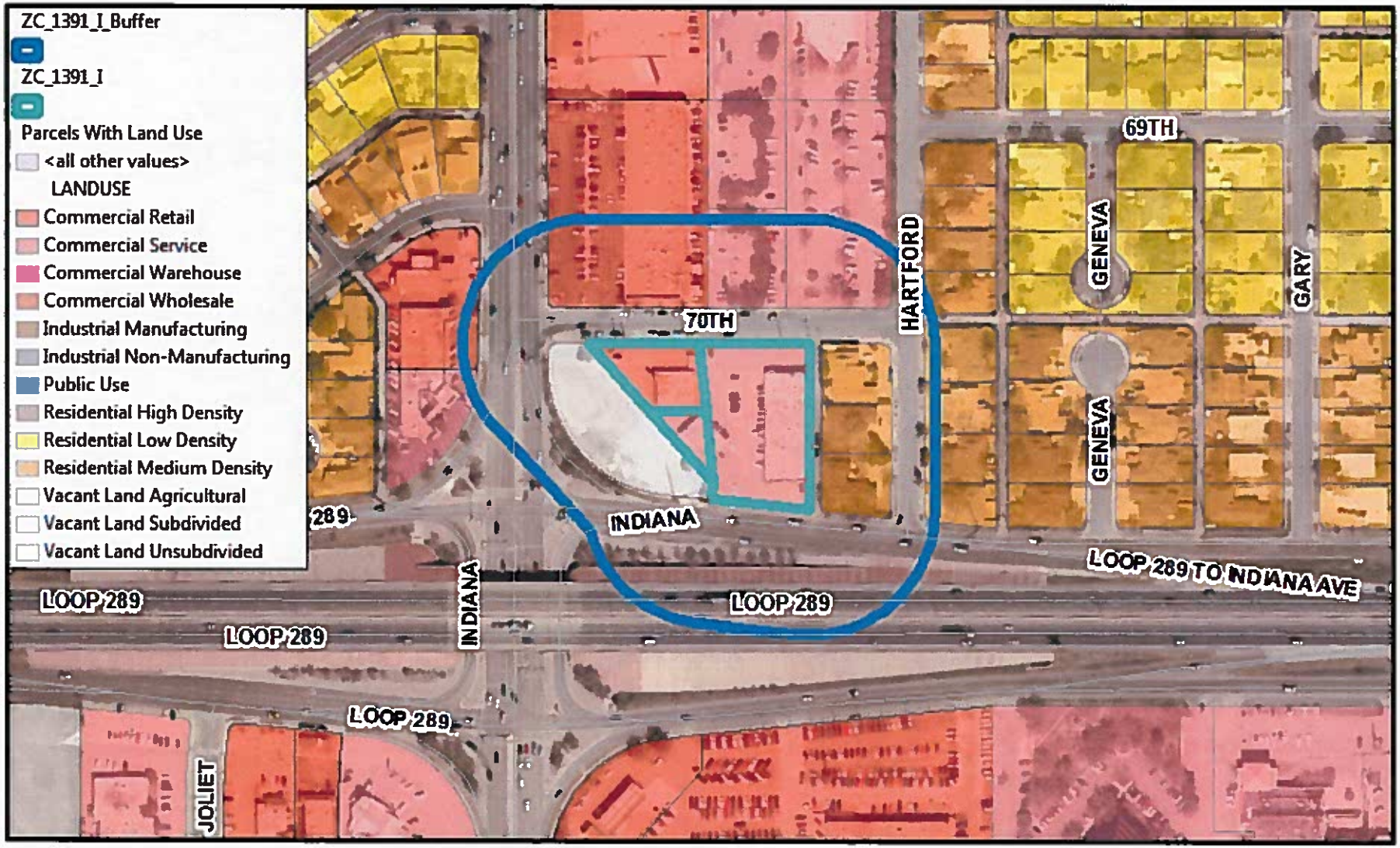
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC1391-1
October 1, 2015

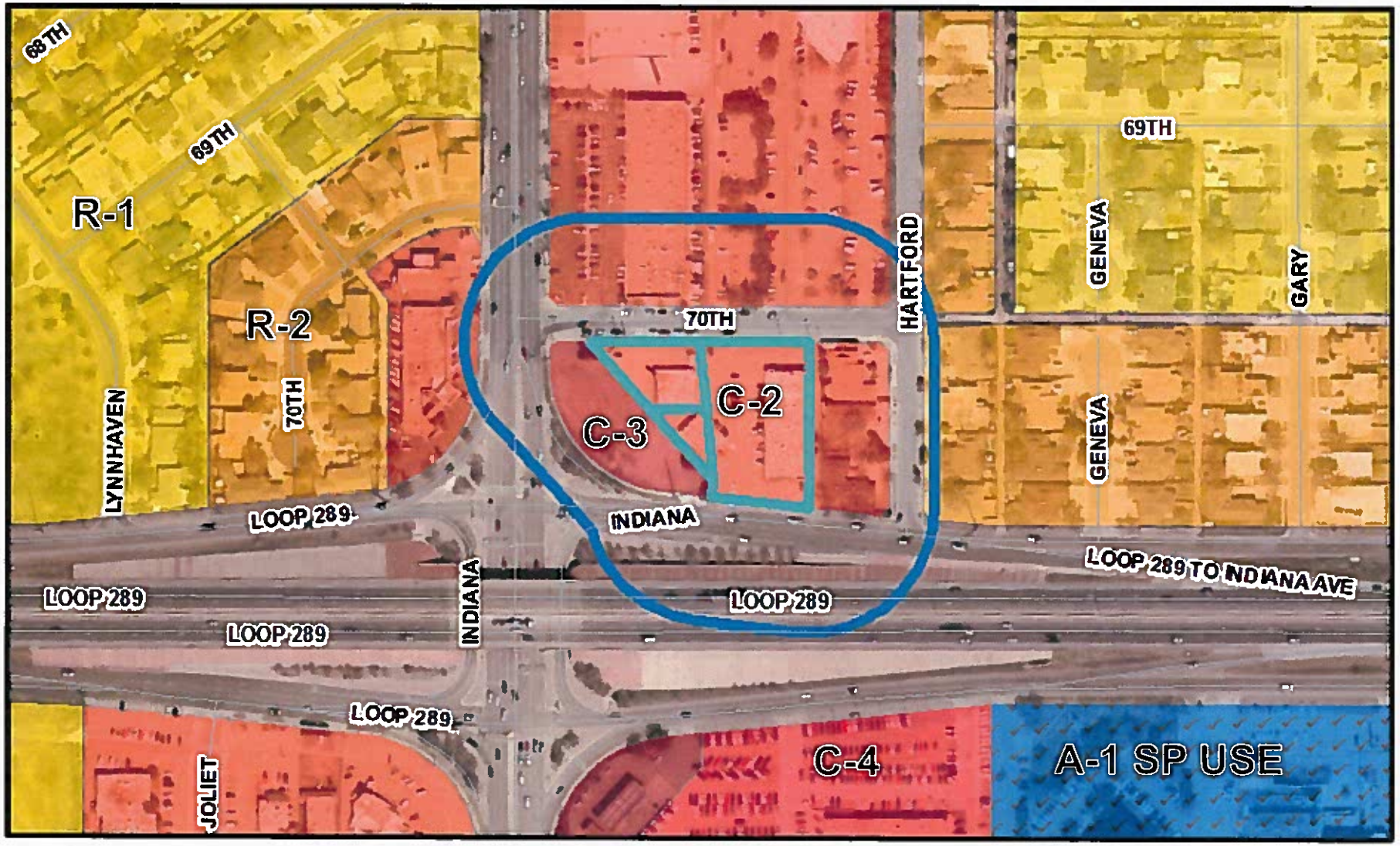


P.Z.C. Case 1391-I



P.Z.C. Case 1391-I

Request of Ryan Lewis, LLC (for City Bank) for a zoning change from C-2 to C-3,, 3331, 3333, and 3335 70th Street



P.Z.C. Case 1391-I Zoning

"ALTA/ACSM LAND TITLE SURVEY"

PERIMETER AND IMPROVEMENT SURVEY
OF A PORTION OF LOT 177

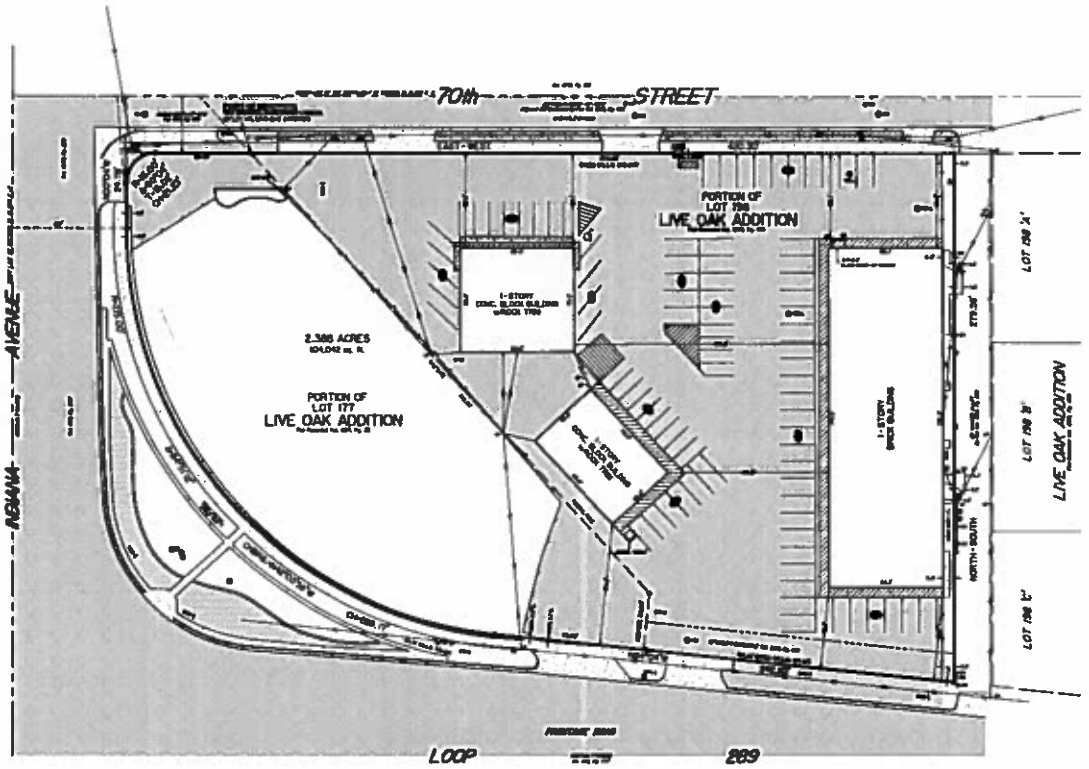
LIVE OAK ADDITION

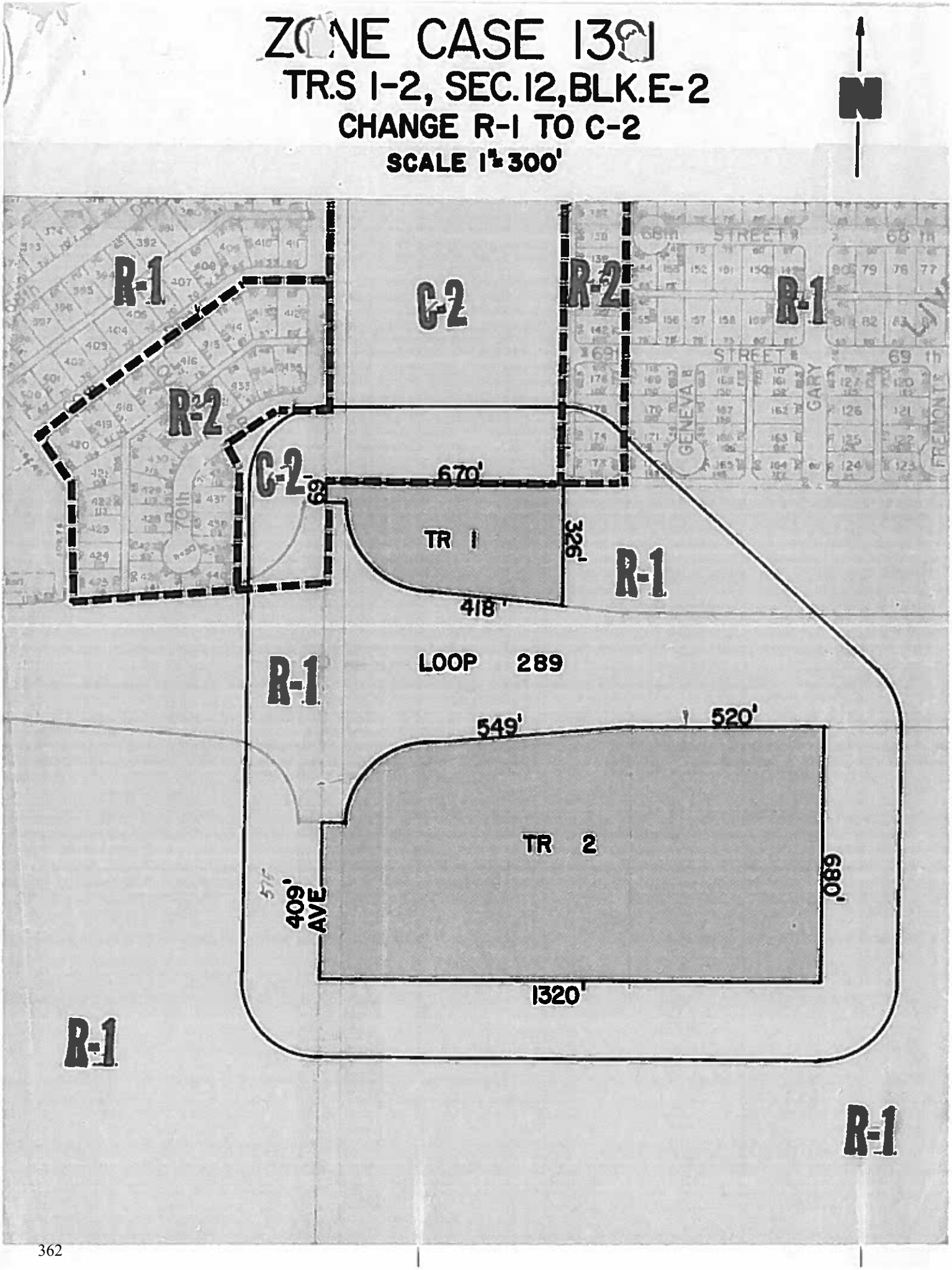
TO THE CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED
THEREOF RECORDED IN VOLUME 1137, PAGE 25 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS
AND
OF A PORTION OF LOT 198

LIVE OAK ADDITION

TO THE CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED
THEREOF RECORDED IN VOLUME 1270, PAGE 461 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS

SITE LOCATION


70th STREET
AVENUE Q
LOOP 289
PORTION OF LOT 198 LIVE OAK ADDITION
PORTION OF LOT 177 LIVE OAK ADDITION
2.388 ACRES
104,042 sq. ft.
1-STORY BRICK BUILDING
LOT 198 'A'
LOT 198 'B'
LOT 198 'C'
LIVE OAK ADDITION
NORTH - SOUTH
EAST - WEST
CENTERLINE
CHAINLINK FENCE
CHAINLINK FENCE
CHAINLINK FENC


ZONE CASE 1301
TR.S 1-2, SEC. 12, BLK. E-2
CHANGE R-1 TO C-2
SCALE 1"=300'
N
R-1
R-2
C-2
C-2
R-2
R-1
R-2
R-1
68th STREET
69th STREET
69 th
GENEVA
GARY
FREMONT
670'
69'
TR 1
326'
418'
R-1
R-1
LOOP 289
549'
520'
TR 2
409'
AVE
689'
1320'
R-1
R-1

4494

ORDINANCE NO. 4945

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 1695 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK SO AS TO MAKE THE FOLLOWING CHANGE: ZONE CASE NO. 1391: CHANGE TWO TRACTS OF LAND OUT OF SECTION 12, BLOCK E-2, LUBBOCK COUNTY, TEXAS, FROM AN "R-1" TO A "C-2" ZONING DISTRICT SUBJECT TO CONDITIONS.

WHEREAS, the proposed change in zoning districts as hereinafter made has been duly presented to the Zoning and Planning Commission for its recommendation, which was received by the City Council and after due consideration, the City Council finds that making the proposed change as hereinafter set out will be in the public interest; and,

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, as well as giving notices in compliance with Section 20 of Ordinance No. 1695 as well as notices provided by Article 1011f, Vernon's Annotated Civil Statutes, amended in 1961, and notice was duly published in the Lubbock Morning 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 duly held in the City Council Room on the second floor of the City Hall, 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 in final written form prior to first reading hereof: NOW THEREFORE:

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

SECTION 1. THAT Ordinance No. 1695 and the Official Zoning Map BE and the same are hereby amended as follows, to-wit:

ZONE CASE NO. 1391

Change the following described tracts of land from an "R-1" to a "C-2" Zoning District:

TRACT I. (North of Loop 289)

BEGINNING at the Northwest corner of Section 12, Block E-2 and proceeding south along the West boundary line of Section 12, Block E-2, a distance of 1320.00 feet to a point, ~~said~~ 60' East said point being the beginning point for the description of Tract 1;

THENCE South along the West boundary line of Section 12, Block E-2 a distance of 69.80 feet to a point;

COUNCIL ROOM ~~Section 12, Block~~
ZONING
BUILDING INSP.
FIRE MAP
CARDS Mallett

11945

THENCE East a distance of 60.00 feet to a point of curvature;

THENCE Southeasterly along a curve to the right with a radius of 215.00 feet, an interior angle of 34° 17' 22", and a curve length of 316.00 feet to a point;

THENCE Southeasterly along the north right-of-way line of Loop 289 a distance of 418.75 feet to a point;

THENCE North a distance of 326.61 feet to a point on the north boundary line of the South 1/2 of the Northwest 1/4 of Section 12, Block E-2;

THENCE West a distance of 670.00 feet to a point on the West boundary line of Section 12, Block E-2 which is the BEGINNING POINT.

TRACT II. (South of Loop 289)

BEGINNING at the NW Corner of Section 12, Block E-2, Lubbock County, Texas, and proceeding south along the west boundary line of Section 12, Block E-2, a distance of 2227' to a point, said point being the beginning point for description of Tract 2;

THENCE South along the west boundary line of Section 12, Block E-2, a distance of 409.77 feet to a point which is the SW Corner of the NW 1/4 of Section 12, Block E-2;

THENCE East along the 1/2 section line of Section 12, Block E-2 a distance of 955' to a point;

THENCE North a distance of 680.35 feet to a point on the south ROW line of Loop 289;

THENCE West along the south ROW line of Loop 289 to a point which is 800' east of the West boundary line of Section 12, Block E-2;

THENCE Southwesterly along the south ROW line of Loop 289 a distance of 549.1' to a point of curvature;

THENCE SOUTHWESTERLY along to the left a curve to the left with a radius of 215', interior angle of 84° 17' 22", and a curve length of 316.20 feet to a point;

THENCE West a distance of 60' to a point on the west boundary line of Section 12, Block E-2, which is the BEGINNING POINT.

Provided however, that both tracts shall be subject to the following conditions:

1. Building height shall not exceed one story.

2. Where hereafter required that visual screening shall be provided on any tract of land described in this section it shall be accomplished by a permanent ~~green~~ foot solid visual screening wall or fence to be constructed prior to or concurrently with the first unit of any building construction on such tract of land.

3. One pylon type sign on each respective tract of land shall be permitted provided such sign is set back a minimum of 60 feet from the street property line and does not exceed 45 feet in height and 640 square feet in area. Allsoother signs shall be restricted to those permitted in the "C-2" District.

4. Sidewalks of minimum 6 foot width shall be constructed along all street property lines except in those areas where ornamental screen planting may hereafter be required in relation to each tract of land hereinafter described.

5. Driveways for ingress and egress shall be approved by the City Traffic Engineer under the terms of the Ordinance regulating construction of driveways.

6. All utility service to the property shall be approved by the Director of Public Works and where required easements shall be granted for utilities including garbage collections service.

7. Lighting of the property area shall be shielded and/or directed to prevent glare on adjacent residentially used areas.

NORTH OF Loop

Provided further that Tract I shall be subject to the following additional conditions:

1. Minimum building setbacks as follows:
   130' from Indiana Avenue
   130' from Loop 289
   50' from Hartford Avenue
   except that where a service station may be built on the property it may be constructed to within 43' of the street property line with such setback requirement to include pumps, canopies and pylon or free-standing signs in addition to the main building.

2. Maximum building area shall be 49, 138 square feet or such area as will maintain a 3:1 parking area to building area ratio.

3. Landscaping: Ornamental screen planting shall be installed and maintained along the East 12' of the property adjacent to Hartford Avenue.

4. Screening Fence: A 6' solid permanent type screening fence shall be erected and permanently maintained 12' west of and parallel to the east property line along Hartford Avenue except that at the street intersection, the fence shall be angled diagonally from street to street between points measuring 25' in each direction from the intersection corner, which angled fence shall be sloped from a height of 6' to a height of 2'.

South of Loop

Provided further, that Tract 2 shall be subject to the following additional conditions:

1. Minimum building setbacks as follows:
   130' from Indiana Avenue
   130' from Loop 289
   50' from east property line or ROW line of adjacent street
   38' from south property line

   except that where a service station may be built on the property it may be constructed to within 43' of the street property line with such setback requirement to include pumps, canopies and pylon or freestanding signs in addition to the main building.

2. Maximum building area shall be 134,702 square feet based on a 3:1 parking ratio.

3. Landscaping: Ornamental screen planting shall be installed and maintained along the east 12' of the property adjacent to the street extending from the south property line to a point 130' from Loop 289.

4. Screening fence: A 6' solid permanent type screening fence shall be erected and permanently maintained along the south property line and also along a line parallel to and 12' from the east property line along the street ROW to a point within 130' of Loop 289.

SECTION 2. THAT from and after passage and effective date of this Ordinance said lots, tracts and parcels of land described in Section 1 hereof shall be changed to the zoning district indicated and the Official Map is amended in accordance herewith.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this 23rd day of February, 1966.
Passed by the City Council on second reading this 10th day of March, 1966.

ATTEST: MAX TIDMORE, Mayor

Lavenia Lowe, City Secretary-Treasurer

APPROVED:

Fred O. Sente, Jr., City Attorney

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Ryan Lewis, LLC (Buyer) **For** City Bank (Seller)

8001 Quaker; Suite K — Street/Post Office Box
Lubbock TX 79407 — City State Zip
(806) 535-9651 — Telephone

5219 City Bank Parkway — Street/Post Office Box
Lubbock TX 79407 — City State Zip
(806) 771-3227 x 2226 — Telephone
Cory Newsom

Location or Address: 7015 Indiana Ave 3331, 3333, 3335

Legal Description:* ~~Lot 198 and~~ the west portion of Lot 198 Live Oak Addition

Existing Land Use: Retail **Existing Zoning:** C2/C3

Acreage or Square Footage of Property: 100,000 sf - Approximately

Zoning Requested: Unrestricted C-3. To amend Ordinance No 4945

Proposed Development: E R

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

Ryan Lewis
Applicant's Signature by Dale Lewis, Agent

9.8.15
Date

Filing Fee: _____
($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 30481, 30480, 30451, 30479 map 19

Zone Case No.: 1391-I **Agenda No.:** _____

Request for zoning change from: C-2, ~~C-3~~ **To:** C-3

on Lot(s): ~~All~~ W 369.89' Lot 198 **Block(s):** —

Subdivision: Live Oak **Address:** 3331, 3333, 3335 70th St and ~~7015 Indiana Ave~~

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

Meeting Date: 11/05/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0112 for Zone Case 3265, a request of Burl W. Masters, for Southwest Lubbock Land Development, for a zoning change from T to C-2A of unplatted land on 9.569 acres out of Section 1, Block AK, and from T to C-3 on 2.548 acres out of Section 1, Block AK and 3.744 acres out of Section 9, Block AK, south of FM 1585 and west of Frankford Avenue.

Item Summary

On October 22, 2015, the City Council approved the first reading of the ordinance.

General comments:
The request is a zoning change to C-3 (General Retail District) along 130th Street and Frankford Avenue and C-2A (Limited Local Retail District) along Frankford Avenue and the future collector 138th Street.

Adjacent land uses:
N: Single Family residence with a business
S: Vacant Land
E: Orchard
W: Vacant Land

Comprehensive Land Use Plan (CLUP):
The requested parcels close to the intersections of the thoroughfares are a minor deviation to the comp plan because it exceeds the ten acres or 660-feet commercial corner, yet it is still within a tolerable extension. The parcel which is approximately one half mile south of 130th Street is not consistent with the CLUP. Any type of commercial should not be located at the intersection of a collector street and a thoroughfare. Because of the influence of existing land uses, the applicant has requested C-2A for this parcel. This will constitute a minor change to the CLUP.

Zoning Policy:
Commercial on the corners of major thoroughfares should, as the comp plan states, be enough to serve the residential areas within one square mile. Staff agrees that the property closest to the intersection of Frankford Avenue and 130th Street should be Zoned C-3 and is comfortable with the request despite the minor change to the CLUP.

The CLUP and zoning policies recommend a buffer districts at the intersection of a thoroughfare and a collector, such as the ten acre parcel located one half mile south of 130th Street. Although annexed land uses may not fit the CLUP, they are part of the fabric that the City is growing around. Annexed, non-conforming land uses should not necessarily be used as justification for future zoning. The proponent is requesting commercial uses for the ten acre parcel partially due to the proximity of grandfathered/annexed uses. He feels that a standard buffer district, such as apartments, would not fit well with the grandfathered existing uses in the area. Additionally, apartments do not fit the developer's master plan for the development. Although the CLUP does not speak to it, staff has considered C-2A in certain configurations along the collector-thoroughfare intersections. One major factor to consider for this type of request is the traffic impact. In order for staff to support a neighborhood commercial district such as this,

staff would require a condition that there be no curb cuts from this commercial to the thoroughfare. This will limit the traffic impact to the thoroughfare and encourage the commercial development to orient towards the neighborhood that it serves. From the City of Lubbock Zoning Code, C-2A section, "The purpose of this district is to provide limited local retail and service commercial uses which serve one or several neighborhoods. Such districts may be located on existing shallow commercial centers adjacent to thoroughfares." This type of commercial area intended to directly serve adjacent neighborhoods, such as the commercial area in the Tech Terrance neighborhood is typically around two and one half acres. This parcel may not directly follow the purpose statement of the code, however the applicant has amended the request for this ten acre parcel from C-3 to C-2A.

Effect on the adjacent street and thoroughfare system:
Having strip commercial extending from the intersection of the thoroughfares south to the half mile line could cause congested traffic.

Staff Recommendations:
1. That the 9.569 acre C-2A tract have no curb cut access to Frankford Avenue.

On October 1, 2015, the Planning and Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That the 9.569 acre C-2A tract have no curb cut access to Frankford Avenue.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 3265

Backup - Zone Case 3265

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. 3265;** A ZONING CHANGE FROM **T** TO **C-2A** ZONING DISTRICT **OF UNPLATTED LAND** ON **9.569 ACRES OUT OF SECTION 1, BLOCK AK,** AND FROM **T** TO **C-3** ZONING DISTRICT ON **2.658 ACRES OUT OF SECTION 1, BLOCK AK, AND 3.744 ACRES OUT OF SECTION 9, BLOCK AK,** 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. 3265

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-2A** zoning district **of unplatted land** on **9.569 acres out of Section 1, Block AK,** and from **T** TO **C-3** zoning district on **2.658 acres out of Section 1, Block AK, and 3.744 acres out of Section 9, Block AK,** City of Lubbock, Lubbock County, Texas located at **south of FM 1585 and west of Frankford 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 9.569 acres (zoned C-2A) is allowed no curb-cuts on Frankford Avenue.**

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

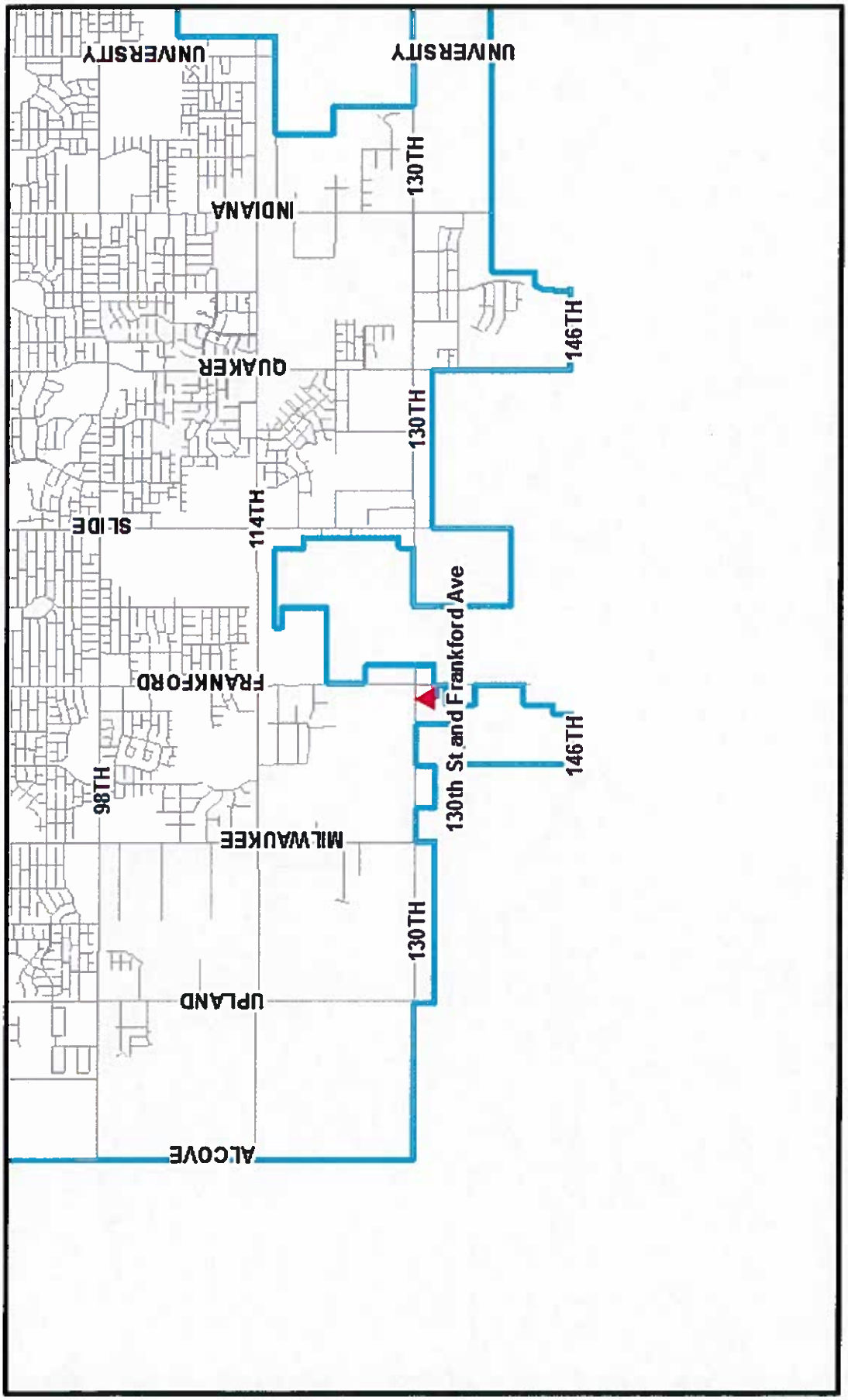
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

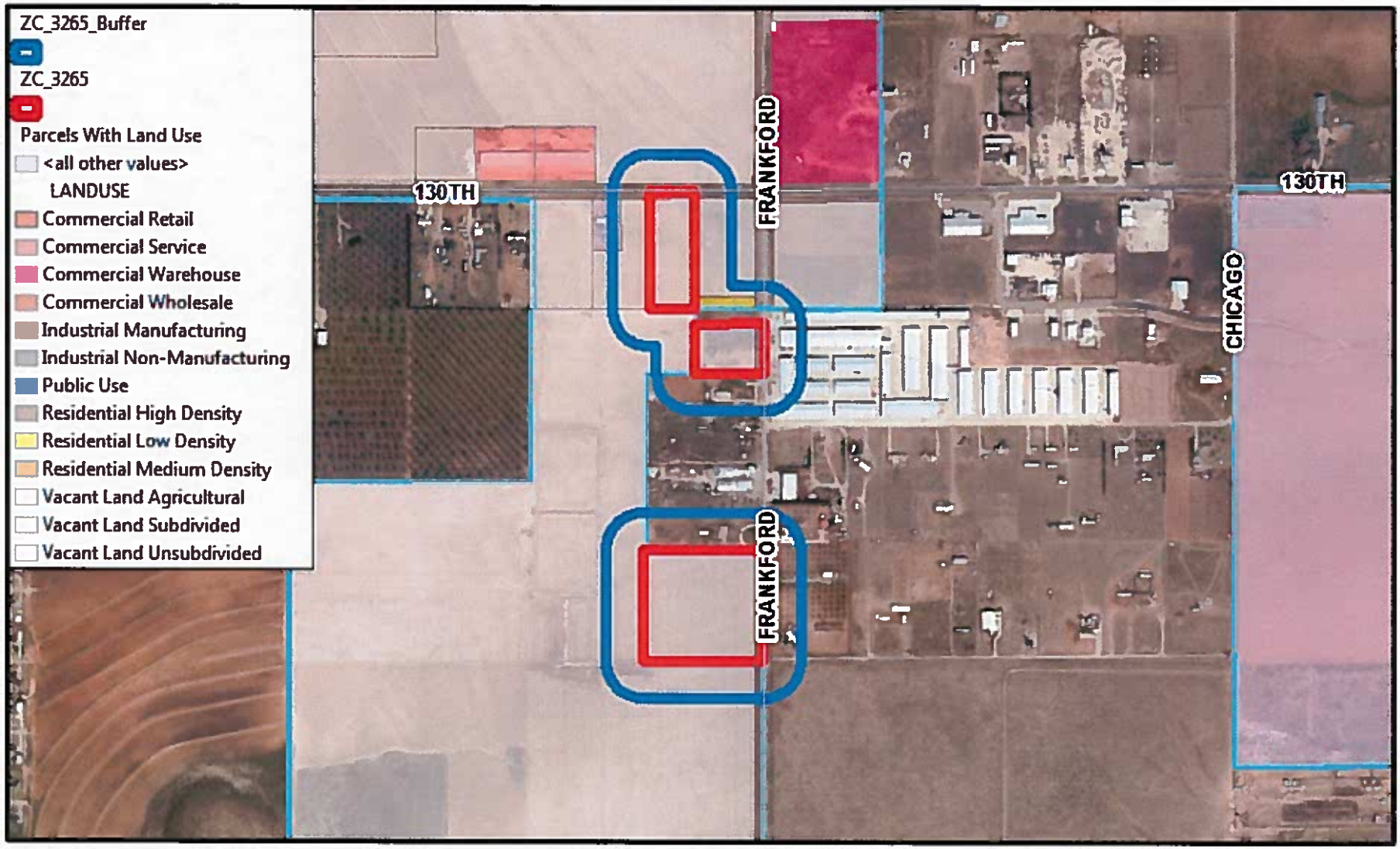
APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3265
October 1, 2015

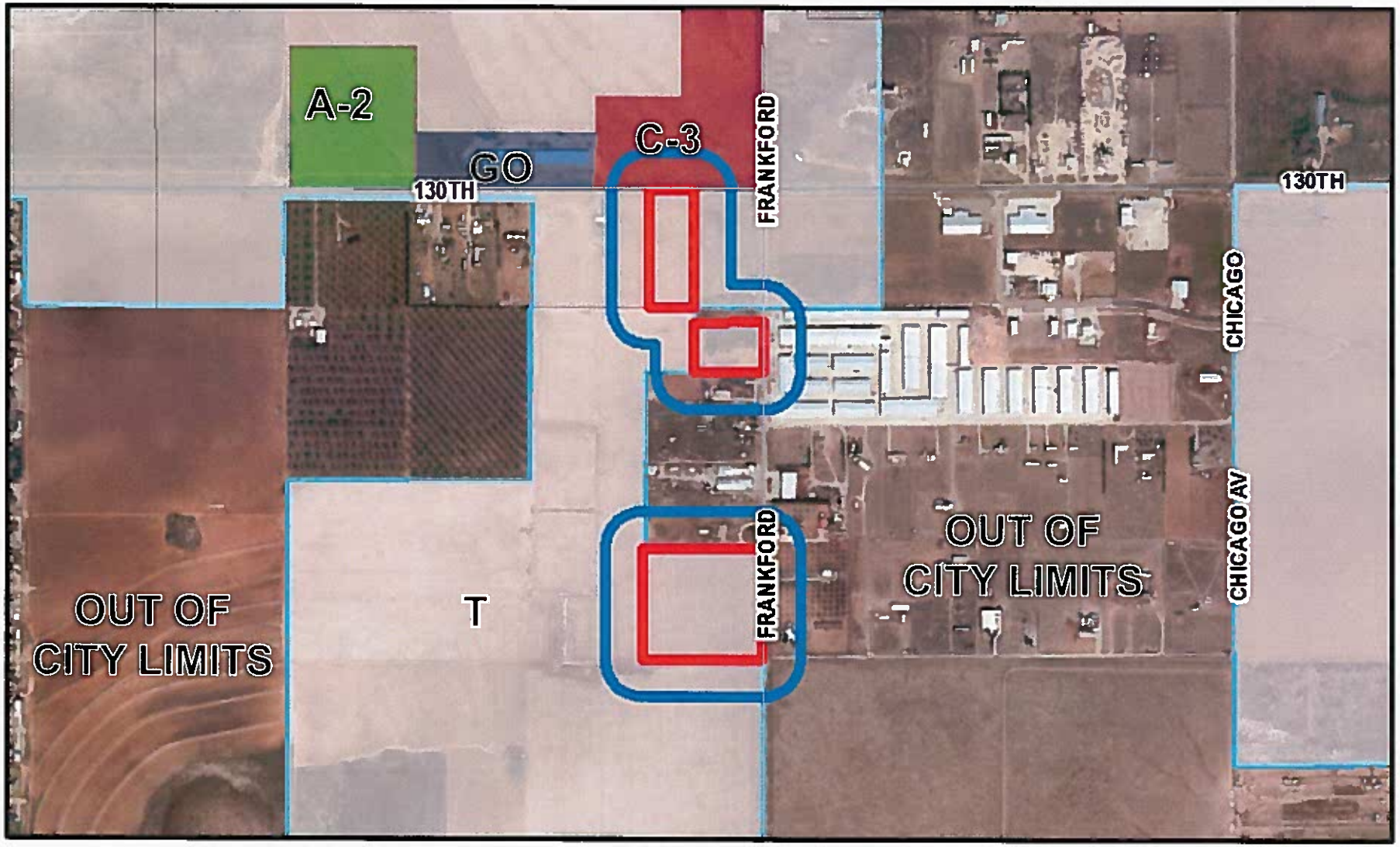


P.Z.C. Case 3265



P.Z.C. Case 3265

Request of Burl W. Masters (for Southwest Lubbock Land Development) for a zoning change from T to C-3, south of FM 1585 and west of Frankford Avenue

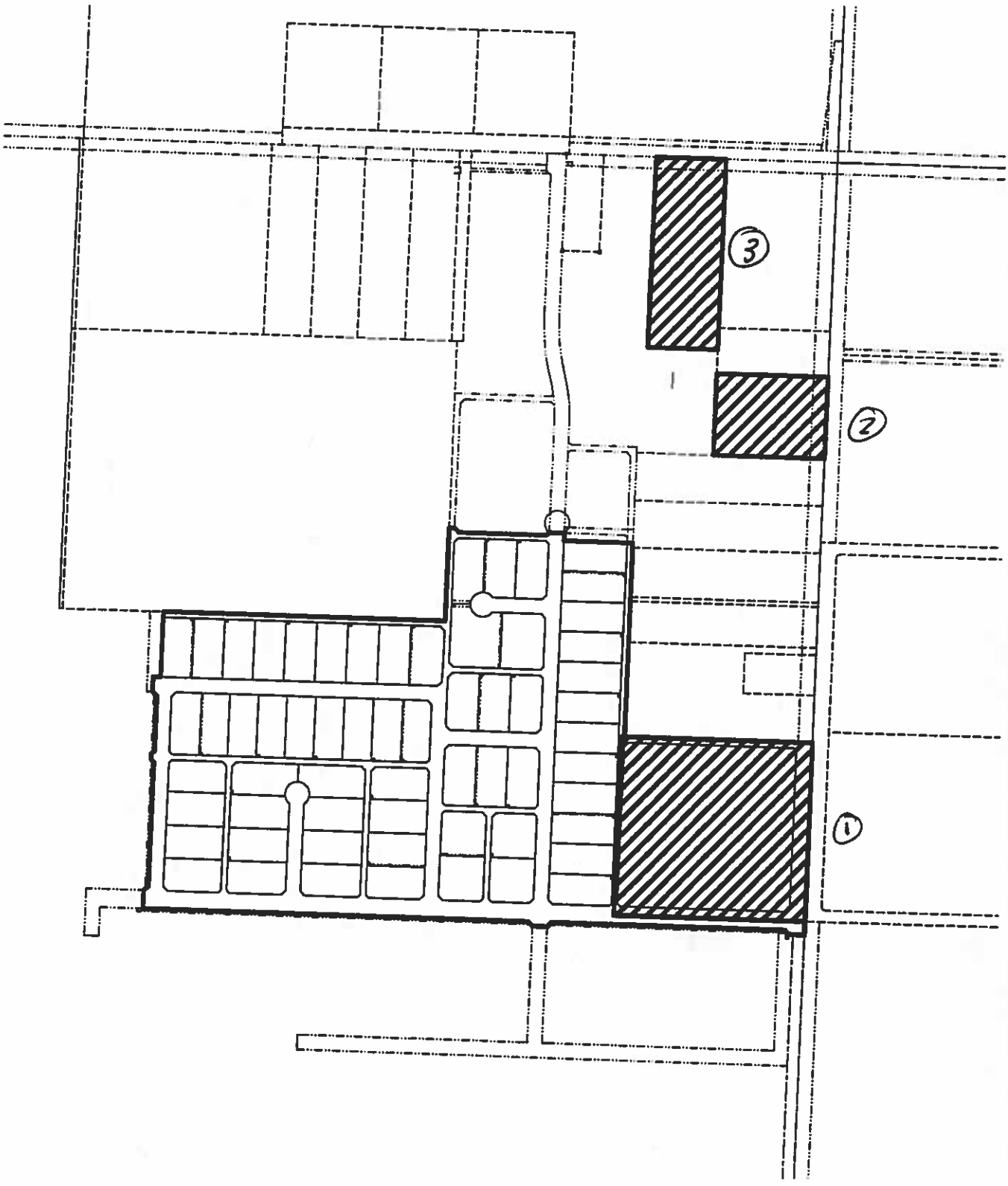


P.Z.C. Case 3265 Zoning

Zoning for

Sundance ESTATES

an Addition to the City of Lubbock, Lubbock County, Texas



S:\COORDINATES\SECTIONBLOCK\Block AK\SECTION 9\SunDance\SunDance Final-BT.dwg, 9/4/2015 12:55:34 PM, SHARP MX-2300N PCL6

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

C-2A ~~C-3~~ Tract (1)

Metes and Bounds Description prepared for Zone Change Purposes Only on an 9.569 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at the Southeast Corner of this Tract which bears S01°53'08"W, approximately 2639.83 feet of Section 9, Block AK;

THENCE N 88°06'07" W, approximately 670.46 feet;

THENCE S 01°55'25" W, approximately 621.84 feet;

THENCE S 88°09'22" E, approximately 670.87 feet;

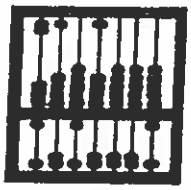
THENCE N 01°53'08" E, approximately 621.21 feet;

the PLACE of BEGINNING, containing having an area of 9.569 Acres

Prepared for Zone Change Purposes only, does not represent an actual survey.

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

C.3 Tract (2)

Metes and Bounds Description prepared for Zone Change Purposes Only on an 2.548 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at the Southeast Corner of this Tract which bears S01°53'08"W, approximately 1028.35 feet of Section 9, Block AK

THENCE N 01°53'08" E, approximately 284.85 feet;

THENCE N 88°13'02" W, approximately 390.06 feet;

THENCE S 01°52'14" W, approximately 284.25 feet;

THENCE S 88°07'46" E, approximately 389.99 feet;

the PLACE of BEGINNING, containing having an area of 2.548 Acres

Prepared for Zone Change Purposes only, does not represent an actual survey.

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

Tract 3
C. 3

FIELD NOTES on a 3.744 Acre Tract out of Section 9, Block AK, Lubbock County, Texas, being the same tract described in Exhibit C in Lubbock County Clerk File Number 2012049789, further described by metes and bounds as follows:

BEGINNING at a point in the North line of Section 9 and near the center of F.M. 1585 for the Northeast corner of this tract from which a found railroad spike accepted as the Northeast corner of Section 9 bears S 88° 13' 23" E(Texas North Central Zone Bearing Basis), 390.13 feet;

THENCE S 01°53'24" W, with the West line of the tract described in Volume 6278, Page 17, Lubbock County Real Property Records, at 40 feet pass a found 3/4" iron pipe, in all 660.07 feet to a found 5/8" iron pipe for the Southeast corner of this tract;

THENCE N 88°12'48" W, 247.07 feet to a found 1/2" square pipe for the Southwest corner of this tract;

THENCE N 01°53'02" E, with the East line of the tract described in Volume 1609, Page 693, Lubbock County Real Property Records, at 620.05 feet pass a found 1/2" square pipe, in all 660.05 feet to the Northwest corner of this tract;

THENCE S 88°13'23" E, with the North line of Section 9, and the near the center of F.M. 1585, a distance of 247.14 feet to the PLACE of BEGINNING containing 3.744 Acres.

9-4-15

STATE OF TEXAS
REGISTERED
J.M. CIESZINSKI
4460
PROFESSIONAL
LAND SURVEYOR

ABACUS ENGINEERING
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

Metes and Bounds Description prepared for Zone Change Purposes Only on an 9.569 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at the Northeast Corner of this Tract which bears S01°53'08"W, approximately 2018.07 feet of Section 9, Block AK;

THENCE N 88°06'07" W, approximately 670.46 feet;

THENCE S 01°55'25" W, approximately 621.84 feet;

THENCE S 88°09'22" E, approximately 670.87 feet;

THENCE N 01°53'08" E, approximately 621.21 feet;

the PLACE of BEGINNING, containing having an area of 9.569 Acres

Prepared for Zone Change Purposes only, does not represent an actual survey.

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) BURL W. MASTERS

~~716~~ P.O. Box 94890
Street/Post Office Box

LUBBOCK TX 79493
City State Zip

(806) 543.6662
Telephone

For SOUTHWESTERN BROCK CONS DEVELOPMENT
Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: FM 1585 & FRANKFORD AVE.

Legal Description:* SEE ATTACHED

Existing Land Use: VAC. **Existing Zoning:** T

Acreage or Square Footage of Property: 15.861

Zoning Requested: C-3

Proposed Development: Commercial Support for Residential Development

If property is not subdivided, will preliminary plat be submitted? Yes ✓ No ____

Applicant's Signature

8 Sept 15
Date

Filing Fee: 520.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.: 3265 **Agenda No.:** ____

Request for zoning change from: T **To:** C-3

on Lot(s): ____ **Block(s):** ____

Subdivision: ____ **Address:** ____

4

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.: 3265

In Favor of X

Opposed ___

Reasons and/or Comments:

RECEIVED
SEP 2 / RECD
PLANNING DEPARTMENT

Print Name Michael Postal

Signature: [signature]

Address: 3110 Frankford Ave

Address of Property Owned: NWC 132nd & Frankford

1 of 9

Zone Case Number: 3265 R317109
104TH & FRANKFORD AFFORDABLE
3110 FRANKFORD AVE

LUBBOCK TX 79407

09/24/2015 12:57 8067853450 GARGOYLE STRUCTURES PAGE 01/01

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.: 3265**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
SEP 29 REC'D
PLANNING DEPARTMENT

Print Name JAMES Lyndell MURRELL

Signature: Lyndell Murrell

Address: 5724 138TH STREET

Address of Property Owned: 5724 138TH STREET
FRANKFORD FARMS SOUTH TR 1C

6 of 9

Zone Case Number: 3265 R86581
MURRELL, JAMES LYNDELL
5724 138TH ST

LUBBOCK TX 79424-6508

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

Meeting Date: 11/05/2015

Information

Agenda Item

Ordinance 2nd Reading - Councilwoman Karen Gibson: Consider Ordinance 2015-O0113 to allow golf carts to be used on residential streets to deliver packages during the holiday season.

Item Summary

On October 22, 2015, the City Council approved the first reading of the ordinance as amended. The amended version is in the backup.

An ordinance amending Chapter 20, "Traffic", of the Code of Ordinances of the City of Lubbock, Texas, by adding Article 20.05.011, "Use of golf carts for holiday parcel delivery"; Establishing rules for the use of golf carts for parcel delivery in the public right-of-way open to residential traffic during the holiday season; Establishing safety standards for the golf cart and its operator; Providing a penalty; providing a savings clause; and providing for publication."

Fiscal Impact

None.

Staff/Board Recommending

Karen Gibson, Councilwoman

Attachments

Ordinance -Amended Golf Cart Parcel Delivery

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 20, "TRAFFIC", OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, BY ADDING ARTICLE 20.05.011, "USE OF GOLF CARTS FOR HOLIDAY PARCEL DELIVERY"; ESTABLISHING RULES FOR THE USE OF GOLF CARTS FOR PARCEL DELIVERY IN THE PUBLIC RIGHT-OF-WAY OPEN TO RESIDENTIAL TRAFFIC DURING THE HOLIDAY SEASON; ESTABLISHING SAFETY STANDARDS FOR THE GOLF CART AND ITS OPERATOR; 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 golf carts in the public right-of-way open to residential traffic as set forth herein; and

WHEREAS, the City Council finds that the use of golf carts in the public right-of-way open to residential traffic during the winter holidays will promote the timely delivery of packages, a reduction in air pollution, and the creation of jobs; **NOW THEREFORE:**

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

SECTION 1. THAT the Code of Ordinances of the City of Lubbock, Texas, is hereby amended by adding Article 20.05.011, which reads as follows:

Section 20.05.011 Use of golf carts for holiday parcel delivery

(a) For this Section, the following definitions shall apply:

Golf cart. A motor vehicle that has no less than three wheels, has a maximum speed of 25 mph, and is manufactured primarily for operation on golf courses.

Operator. Any person or entity that operates a golf cart.

Residential street. Any City of Lubbock roadway that is primarily used for access to housing and has a speed limit of 35 mph or less. Freeways and Thoroughfares shall not be considered residential streets.

Holiday season. The time period from 12:00 a.m. on November 1st until 11:59 p.m. on December 31st of each year.

(b) A golf cart is allowed to operate on any residential street only if:

(1) said golf cart is being used:

(i) for parcel delivery;

(ii) during the holiday season; and

(iii) within the hours of 8:00 a.m. and 6:00 p.m.; and

(2) said golf cart is equipped with functioning safety features, including:

(i) headlamps;

(ii) tail lamps;

(iii) reflectors;

(iv) mirrors;

(v) a parking brake;

(vi) a decal displaying the operator's business name; and

(vii) a slow-moving vehicle emblem as required in Texas Transportation Code Section 547.001(8) and 547.104.

(c) No golf cart will be allowed to operate on any road with a posted speed limit of more than 35 mph. However, a golf cart may cross a road with a posted speed limit of more than 35 mph at any intersection that utilizes a traffic-control signal.

(d) No golf cart shall 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.

(e) An operator of a golf cart used for the purposes of this Section, must:

(1) have a valid driver's license which authorizes the operator to operate a motor vehicle on public highways;

(2) obtain, and carry proof of, at least the minimum amounts of liability insurance required by under state law; and,

(3) wear a reflective safety vest while operating said golf cart.

(f) It shall be unlawful for any operator to transport members of the public as passengers in any golf cart used for the purposes of this Section.

(i) for parcel delivery;

(ii) during the holiday season; and

(iii) within the hours of 8:00 a.m. and 6:00 p.m.; and

(2) said golf cart is equipped with functioning safety features, including:

(i) headlamps;

(ii) tail lamps;

(iii) reflectors;

(iv) mirrors;

(v) a parking brake;

(vi) a decal displaying the operator's business name; and

(vii) a slow-moving vehicle emblem as required in Texas Transportation Code Section 547.001(8) and 547.104.

(c) No golf cart will be allowed to operate on any road with a posted speed limit of more than 35 mph. However, a golf cart may cross an intersection of a road with a posted speed limit of more than 35 mph in order to gain access to a residential street.

(d) No golf cart shall 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.

(e) An operator of a golf cart used for the purposes of this Section, must:

(1) have a valid driver's license which authorizes the operator to operate a motor vehicle on public highways;

(2) obtain, and carry proof of, at least the minimum amounts of liability insurance required by under state law; and,

(3) wear a reflective safety vest while operating said golf cart.

(f) It shall be unlawful for any operator to transport members of the public as passengers in any golf cart used for the purposes of this Section.

(g) A violation of any provision of this Section 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:

_____
Karen Gibson, Councilwoman – District 5

APPROVED AS TO FORM:

_____
Justin Pruitt, Assistant City Attorney

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

Meeting Date: 11/05/2015

Information

Agenda Item

Board Appointments - City Secretary: Consider two appointments to the Planning and Zoning Commission.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

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

Meeting Date: 11/05/2015

Information

Agenda Item

Board Appointment - City Secretary: Consider the appointment of the Chairperson and Vice Chairperson for the Lubbock Water Advisory Commission.

Item Summary

Per Resolution 2009-R0198, "The City Council of the City of Lubbock shall designate the Chair and Vice Chairperson from the appointed members of the [Lubbock Water Advisory] Commission." Jim Collins is the current Chair, and George Sell is the current Vice Chair (both are to be replaced in those positions).

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Board Appointement - Lubbock Water Advisory Commission

Committee # 41 Lubbock Water Advisory Commission — *Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Member Citizen **Barnes** **Dr. Melanie**	N	*2815 23rd St* *Lubbock, TX 79410*	*Texas Tech University* *Geosciences* *Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	10/22/2015-08/01/2017	*Y*
Email: melanie.barnes@ttu.edu	N N	*(806) 793-0448* *(806) 928-1098*	*(806) 928-1098* *melanie.barnes@ttu.edu*	*Fax:*		
Member BRA **Brady** **Mr. Zachary**	Y	*3223 23rd Street* *Lubbock, TX 79410*	*Brady & Hamilton, LLP* *1602 13th Street* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	08/01/2014-08/01/2016 08/01/2012-08/01/2014 08/26/2010-08/01/2012	*Y*
Email: zach@bhlawgroup.com	Y	*8067851201*	*zach@bhlawgroup.com*	*Fax:*	*(806) 771-3750*	
Chair CRMWA **Collins** **Mr. James**	Y	*#2 Tuscan Villa Circle* *Lubbock, TX 79423*	*Perdue, Brandon..* *1204 Ave R, Ste 200* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	08/01/2015-08/01/2017 08/01/2013-08/01/2015 08/01/2011-08/01/2013	*Y*
Email: jcollins@pbfcm.com	Y	*8067893506*	*8067445091* *jcollins@pbfcm.com*	*Fax:*	*8067449953*	
Member Citizen **House** **Mr. Jay**	Y	*3916 100th Street* *Lubbock, TX 79423*	*Happy State Bank* *4402 19th Street* *Lubbock, TX 79407*	*Curr:* *2nd:* *1st:*	08/01/2015-08/01/2017 08/01/2013-08/01/2015	*Y*
Email: jaychouse@att.net	Y Y	*8066986120* *8064706163*	*8067942265* *jhouse@happybank.com*	*Fax:*		
Member Citizen **Maunder** **Dr. A. Bruce**	Y	*4511 9th St* *Lubbock, TX 79416*	*National Sorghum Producers* *4201 N. Interstate 27* *Lubbock, TX 79403*	*Curr:* *2nd:* *1st:*	08/01/2014-08/01/2016 08/01/2012-08/01/2014 08/01/2010-08/01/2012	*Y*
Email: texasgreenbug@aol.com	Y	*8067997018*	*8067493478* *texasgreenbug@aol.com*	*Fax:*	*8067499002*	
Member HPUWD **McCain** **Mr. Carmon**	N	*8812 Elkridge Avenue* *Lubbock, TX 79423*	*High Plains Water District* *2930 Avenue Q* *Lubbock, TX 79411*	*Curr:* *2nd:* *1st:*	08/01/2015-08/01/2017 07/24/2014-08/01/2015	*Y*
Email: info@hpwd.com	N N	*(806) 745-8565* *(806) 786-9409*	*(806) 762-0181* *info@hpwd.com*	*Fax:*	*(806) 762-1834*	
Member Llano Estacado **Rainwater** **Dr. Ken**	Y	*3113 81st Street* *Lubbock, Texas 79423*	*Texas Tech University* *Box 41023* *Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	08/01/2014-08/01/2016 08/01/2012-08/01/2014	*Y*
Email: ken.rainwater@ttu.edu	Y Y	*8067457943* *8067893597*	*(806) 834-7775* *ken.rainwater@ttu.edu*	*Fax:*		
Vice Chair Citizen **Sell** **Mr. George**	N	*4703 16th St* *Lubbock, TX 79416*		*Curr:* *2nd:* *1st:*	08/01/2015-08/01/2017 08/01/2013-08/01/2015 08/01/2011-08/01/2013	*Y*
Email: george.sell16@gmail.com	N	*8067954668*	*8066741216* *george.sell16@gmail.com*	*Fax:*		
Member Citizen **Trejo** **Mrs. Maggie**	Y	*3013 2nd Place* *Lubbock, TX 79415*		*Curr:* *2nd:* *1st:*	08/01/2014-08/01/2016 08/01/2012-08/01/2014	*Y*

Committee #	*41*	*Lubbock Water Advisory Commission*	*Perm/Temp Board:*	P

	Confidential	***Home***	***Business***	*Reappt Elig.*
Email: chrb@suddenlinkmail.com	Y	***8067623243***	***Fax:***	

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to $500	Using department	No quotes required	City Procurement Policy
$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $50,000	City Manager	Written proposals	GC §2254.003
More than $50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $50,000	City Manager	Rotation list	GC §2254.004
More than $50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to $50,000	City Manager	Negotiated	LGC §252.048
More than $50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than $50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than $50,000 and performance bonds for public works contracts more than $100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than $25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than $100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

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.