

**City of Lubbock, Texas
Regular City Council Meeting
Thursday, November 20, 2014**

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



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

<http://www.mylubbock.us>

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

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

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

1:00 p.m. -- City Council convenes in open session to consider items 1.-1.1. At the conclusion of the consideration of items 1.-1.1, the City Council will recess into executive session to consider items 2.-2.4.

5:15 p.m. -- City Council reconvenes in open session to consider items 3.-7.6.

1. **Work Session**

1. 1. Hear a presentation from the Staff and Board of Directors of the North and East Lubbock Community Development Corporation (NELCDC) and discuss the budget, management, structure and organization of the NELCDC.

2. **Executive Session**

2. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.

2. 1. 1. Case No. 2013-508,039-City of Lubbock v. Lubbock Omni Office, Inc. et. al.

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

2. 2. 1. Omni Building, 1206 14th Street, Lubbock, Texas.

2. 2. 2. Police Department.

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

2. 3. 1. City Attorney

2. 3. 2. City Manager

2.3. 3. City Secretary

2.4. 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 Central Business District Tax Increment Finance (TIF) Reinvestment Zone Board of Directors, Electric Utility Board, and Permit & License Appeal Board (PLAB).

3. **Proclamations and Presentations**

3.1. Invocation by Pastor Jerry Joplin, Director of the Lubbock Area Baptist Association

3.2. Pledges of Allegiance

3.3. Presentation of a special recognition for National Adoption Day on November 21, 2014.

3.4. Presentation of a special recognition to the Salvation Army in support of their Annual Christmas Bell Ringing campaign.

3.5. Presentation of a special recognition for Small Business Saturday on November 29, 2014.

3.6. Presentation of special recognitions to Ricky Cross, Ray Dennis, John Fowler, Socorro Gonzales, and Betty Hereford for 35 years of service to the City of Lubbock.

3.7. **Board Recognitions:**

Airport Board:

Arnold Mincey

Frank Sitton

Grady Terrill

Audit & Investment Committee:

Greg Taylor

Canadian River Municipal Water Authority:

Jay House

Electric Utility Board:

Stephanie Hill

James Tucker

Market Lubbock, Inc. Board of Directors:

Kristin Murray

Planning & Zoning Commission:

Steve Massengale

James Rogers

Urban Design & Historic Preservation Commission:

David Bloodworth

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

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

[Public Comments Sign-Up Form](#)

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

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

See the Supplemental Citizen Comment Agenda.

5. **Minutes**

5. 1. September 16, 2014 Special City Council Meeting (Electric Utility Board)
September 29, 2014 Special City Council Meeting (Electric Utility Board)
October 23, 2014 Regular City Council Meeting

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

6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0153 Amendment 2 amending the FY 2014-15 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Transportation (TxDOT) for the Section 5307 State Operating Assistance Grant; providing for filing; and providing for a savings clause.

6. 1. 1. **Resolution - Transit:** Consider a resolution authorizing the Mayor to execute Contract 51505F7062 with the Texas Department of Transportation (TxDOT) for operating assistance for fixed-route and demand response services offered by Citibus.

6. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0154 Amendment 3 amending the FY 2014-15 Budget for municipal purposes respecting the General Fund to increase expenditures for machinery and equipment; providing for filing; and providing for a savings clause.

6. 3. **Ordinance 2nd Reading - Finance:** Consider Ordinance 2014-O0155 amending Subsection 22.03.084 and 22.03.085 of the Code of Ordinances of the City of Lubbock by revising water rates as contained therein and providing an effective date for such; providing for publication; and providing for a savings clause.

6. 4. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 4 amending the adopted FY 2014-15 budget for municipal purposes respecting the Water Fund to increase expenditures and the Storm Water Fund to increase expenditures; providing for filing; and providing for a savings clause.

6. 5. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 5 amending the adopted FY 2014-15 budget for municipal purposes respecting the grant fund to accept and appropriate funding from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) – Direct Purchase of Services Grant; providing for filing; and providing for a savings clause.
6. 6. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute an amendment to the Grant Management Agreement between the City of Lubbock and Market Lubbock, Inc. dated January 25, 1996 to reconcile the tax rate in the grant agreement with the approved FY 2014-15 budget.
6. 7. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute a Notice and Acknowledgment of Assignment and Sale with Banc of America Public Capital Corp for rights, title and interest into and under Appendix No. 11076-24, Part 1 Equipment List in the amount of \$3,722,103.36 and Part 2 Payment Schedule to the Master Lease Agreement to Clayton Holdings, LLC.
6. 8. **Resolution - Public Works:** Consider a resolution authorizing the Mayor to execute contract 12039 with Chameleon Industries, Inc. and contract 12094 with Brenntag Southwest, Inc. for liquid Aluminum Sulfate/Polymer Blend, ITB 14-12039-KS.
6. 9. **Resolution – Public Works:** Consider a resolution authorizing the Mayor to execute contract 12068 with R.E. Janes Gravel Co. for sand, rock, and gravel, ITB 15-12068-DG.
6. 10. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2014-O0156 abandoning and closing a five foot wide underground utility easement granted to Lubbock Power & Light in Lot 36, Reserve at Ravenwood Addition to the City of Lubbock, 4007 106th Street, Lubbock, Texas.
6. 11. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a drainage easement located in Section 27, Block AK, 94th and Mobile Avenue, Lubbock County, Texas.
6. 12. **Resolution - Human Resources:** Consider two resolutions authorizing the Mayor to execute contract 11957 with OccMed Associates, LP and contract 12086 with UMC Physician Network Services for employment physical examinations and drug/alcohol screening, RFP 14-11957-KS.
6. 13. **Resolution - Benefits:** Consider a resolution authorizing the City Manager to execute changes to the Master Welfare Benefit Plan and Benefit Plan Document, including but not limited to satisfying requirements under Federal law.
6. 14. **Resolution - Benefits:** Consider a resolution authorizing the Mayor to approve purchase of specific stop loss insurance coverage from Blue Cross Blue Shield of Texas for the City's health program.
6. 15. **Resolution - Benefits:** Consider a resolution authorizing the Mayor to approve purchase of transplant insurance coverage from AIG Benefit Solutions.
6. 16. **Resolution - Community Development:** Consider a resolution authorizing and directing the Mayor to execute contract 12120, and all related documents, between the City of Lubbock Community Development Department and the U. S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG).

6. 17. **Resolution - Community Development:** Consider a resolution authorizing and directing the Mayor to execute contract 12118, and all related documents, between the City of Lubbock Community Development Department and the U. S. Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant (ESG).
6. 18. **Resolution - Community Development:** Consider a resolution authorizing and directing the Mayor to execute contract 12119, and all related documents, between the City of Lubbock Community Development Department and the U. S. Department of Housing and Urban Development (HUD) for the Home Investment Partnerships Grant (HOME).
6. 19. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2014-O0157 amending Chapter 8, "Businesses and Amusements", by adding Article 8.19, "Mobile Food Vendors", to the Code of Ordinances of the City of Lubbock, Texas, to allow for and regulate mobile food vendors; requiring an inspection and permits; establishing a fee, distance requirements, and hours of operation; providing a penalty; providing a savings clause; and providing for publication.
7. **Regular Agenda**
 7. 1. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2014-O0147 for annexation from SWLLD, LLC to annex a parcel approximately 206 acres (in Block AK Section 9) adjacent to the city limits south of 130th Street (FM 1585) west of Frankford Avenue.
 7. 2. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2014-O0148 for annexation from 1585 Development, LLC, W.D. Vardeman, Raymond Dean Vardeman, Wendell Keith Vardeman, and Holly Joy Vardeman Schellhase to annex a parcel approximately 287.318 acres (in Block AK Section 1) adjacent to the city limits south of 130th Street (FM 1585) east of Indiana Avenue.
 7. 3. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2014-O0149 for annexation from Slide & 1585, LLC, Capricho Interiors, LLC, JJ Miller Enterprises, LLC, and Cash Register Services, Inc, to annex a parcel approximately 187.275 acres (in Block AK Section 8) adjacent to the city limits south of 130th Street (FM 1585) west of FM 1730 (Slide Road).
 7. 4. **Ordinance 2nd Reading - Planning:** Consider Ordinance 2014-O0150 for annexation from George H. McMahan to annex a parcel approximately 95.4 acres (in Block E2 Section 24) adjacent to the city limits south of 114th Street east of Frankford Avenue.
 7. 5. **Resolution - Councilman Hernandez:** Consider a resolution amending Resolution No. 2013-R0154 dated May 9, 2013 with regard to the allocation of twenty-five (25) percent of the Mineral Interest revenues, as set forth in said resolution, to the Central Business District Tax Increment Financing (TIF) and further define the responsibilities of the North and East Lubbock Community Development Corporation's duties therein.
 7. 6. **Board Appointments - City Secretary:** Consider one appointment to the Appointments Advisory Board, one appointment to the Central Business District TIF Reinvestment Zone Board of Directors, one appointment to the Electric Utility Board, one appointment to the Libraries Board, one appointment to the Lubbock Economic Development Alliance Board of Directors, one appointment to the Market Lubbock, Inc. Board of Directors, and one appointment to Permit & License Appeal Board.



BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, NOVEMBER 20, 2014 - EXECUTIVE SESSION

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	CENTRAL BUSINESS TIF REINVESTMENT ZONE BOARD OF DIRECTORS	BEAL, BRANDT	01.01.15	N/A		RESIGNED/REPLACE	N/A
	ELECTRIC UTILITY BOARD	ABEYTA, EMILIO	11.01.14	N/A		REAPPOINT/REPLACE	N/A
*	PERMIT & LICENSE APPEAL BOARD	DOWNEY, NANCY	09.01.16	N/A	HEALTH PROFESSIONAL	REPLACE	N/A

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
09/09/2014	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
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
02/17/2010	Berk	Shirley	Female	Anglo	50-59			6
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
09/14/2014	Brady	Zachary	Male	Anglo	40-49	Attorney	Brady & Hamilton, LLP	3
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
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
12/06/2010	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Education Director	Redr Frame & Art	4
10/28/2010	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6
01/27/2011	Hamilton	Charlie	Male	Anglo				4
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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
07/31/2014	Lansdell	Kendra	Female	Anglo	40-49	Self employed	The Copy Outlet / Miss Social Butterfly	6
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
06/01/2005	McDougal	Michael	Male	Anglo	40-49	President	8067973162	3
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/05/2010	Moret	Mary	Female	Anglo	60+			
10/29/2010	Morton	Michael	Male	Anglo	50-59	Captain	Salvation Army	5
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
11/12/2012	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	
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
09/09/2014	Pitcock	Karen	Female	Anglo	40-49			4
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
05/23/2013	Porter	Karen	Female	Anglo	40-49			2
09/09/2014	Presley	Steven	Male	Anglo	50-59	Professor	Texas Tech University	6
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
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
08/09/2012	Ruiz	Pete	Male	Hispanic or Latino	30-39	Accountant	Gene Messer	5
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
06/08/2004	Sepeda	Esther	Female	Hispanic or Latino		President/CEO	Lubbock Hispanic Chamber of Commerce	4
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

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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
04/23/2012	Strickland	Lynne	Female	Anglo	60+			6
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
05/08/2013	Tinsley	Matt	Male	Anglo	40-49	Practice Administrator	Lubbock Surgical Associates	5
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
09/09/2014	Warren	Steven	Male	Anglo	50-59	Engineer	Texas Dept. of Transportation	1
09/09/2014	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	Commodity Export Corporation	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
08/14/2014	Wilkes	Morris	Male	Anglo				6
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woodward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

ELECTRIC UTILITY BOARD

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
		<u>Population</u>	<u>Boards</u>	
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	66.7% (6)
Hispanic	32.6%	27.6%	9.6%	11.1% (1)
African-American	8.7%	7.4%	9.0%	22.2% (2)
Other	3.7%	4.0%	4.3%	0.0% (0)
 <u>GENDER</u>				
Male	48.5%	49.0%	73.8%	88.9% (8)
Female	51.5%	51.0%	26.2%	11.1% (1)
 <u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	0.0% (0)
District 2	16.4%	12.7%	4.6%	11.1% (1)
District 3	16.3%	16.1%	13.6%	0.0% (0)
District 4	17.0%	17.0%	18.8%	11.1% (1)
District 5	16.7%	19.4%	29.0%	33.3% (3)
District 6	17.3%	19.9%	19.5%	44.4% (4)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

Governmental body over LP&L for all electric utility related matters of the City’s municipally owned electric utility. The City Council retains authority over rates, budget, issuing debt and eminent domain.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Abeyta, Emilio (M,H,5)	90%	Y	Reappoint/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

Positions were not considered by the Board.

ELECTRIC UTILITY BOARD RECOMMENDATIONS:

To reappoint Emilio Abeyta

RESOLUTION

WHEREAS, Chapter 1, Article XII, Section 1 of the Lubbock City Charter and Chapter 2 Division 12 of the Code of Ordinances establishes and outlines certain responsibilities and duties of the Electric Utility Board (the "Board"); and

WHEREAS, Chapter 1, Article XII, Section 1 of the Lubbock City Charter states that a member of the Board must be a citizen of the city of Lubbock and an eligible voter; and

WHEREAS, Section 2.03.413(a) of the Code of Ordinances of the City of Lubbock ordinance states that the City Council shall consider extensive business and/or financial experience as well as whether a prospective Board member is a customer of Lubbock Power & Light, where available, as qualifications for being a member of the Board; and

WHEREAS, according to the above described Charter provision and ordinance, the term of each Board member shall be two years and no Board member shall serve more than three terms; and

WHEREAS, Section 2.03.415(e) of the above described ordinance states that the Electric Utility Board shall nominate individuals to the City Council for their consideration in appointing members to the Electric Utility Board; and

WHEREAS, on November 1, 2014, the terms of four of the current Board members will expire; and

WHEREAS, Suzanne Blake has asked not to be reappointed to the Board; and

WHEREAS, the Electric Utility Board of the City of Lubbock deems it in the best interest of the City of Lubbock and its municipally owned electric utility, Lubbock Power & Light, to nominate to the City Council the individuals outlined below be considered for appointment to the Electric Utility Board; NOW THEREFORE:

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

1. THAT, in order to provide continuity on the Board and because of the time required to learn the municipal electric utility business and due to the important decisions facing the Board in the months ahead, the Board recommends that the City Council reappoint **Emilio Abeyta**, **George Carpenter** and **Clayton Isom** to the Electric Utility Board.

2. THAT, in addition to reappointing the above named individuals, the Board recommends the following individuals for appointment to the remaining position on the Electric Utility Board:

Gilbert Flores _____

Maggie Trejo _____


Kim Davis

Richard Calvillo

Drew Tucker


3. THAT this resolution be filed with the City Secretary and that the recommendations made herein be conveyed to the City Council of the City of Lubbock.

Passed by the Electric Utility Board this 10th day of October, 2014.




Greg Taylor, Chairman

ATTEST:



James Conwright, Board Secretary

APPROVED AS TO FORM:



Matthew L. Wade
Interim General Counsel

City of Lubbock
Board and Commission Recruiting Database

Updated: 11/8/2014

Electric Utility Board-Charter

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
07/07/2014	Calvillo	Richard	M	H	40-49	Business Owner	Calvillo Funeral Homes, Inc	2
10/14/2014	Davis	Kim	F	A	40-49	Media Relations Consultant	Nomiss Communication	
09/09/2014	Gloyna	Edwin	M	A	50-59	Self Employed	(806) 687-6887	6
	McEachern	Patricia	F	A	60+			5
Second Preference								
09/09/2014	King	Dave	M	A	60+	Advertising	Dave King Advertising	4
06/03/2014	Stinson	Karl	M	A	60+	Retired		5
Third Preference								
03/21/2013	Smith	Peter	M	A	30-39	Banker	Happy State Bank	4
Fourth Preference								
09/29/2014	Cheatham	Scott	M	A	50-59	Account Executive	Control Technologies, Inc.	3
04/04/2013	Dickerson	Brent	M	A	30-39	Teacher	Slaton HS	5
06/16/2014	Dickson	Mary	F	A	50-59	Deafness Resource Specialist	LIFE RUN Center	4
Fifth Preference								
Sixth Preference								

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member Citizen Abeyta Mr. Emilio	Y	5704 79th Street Lubbock, TX 79424	Abeyta Law Office 820 Buddy Holly Ave. #6 Lubbock, TX 79401	<i>Curr:</i> 11/01/2012-11/01/2014 <i>2nd:</i> 11/04/2010-11/01/2012 <i>Ist:</i>	Y
<i>Email:</i> abeytaattorney@aol.com	Y	8067947162	8067655161 abeytaattorney@aol.com	<i>Fax:</i> 8067659644	
Vice Chair Citizen Bell Mr. Jerry	Y	4003 92nd Street Lubbock, Texas 79423		<i>Curr:</i> 11/01/2013-11/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i>	Y	8067945641		<i>Fax:</i>	
Member Citizen Boatman Mr. Don	N	5705 76th Street Lubbock, TX 79424		<i>Curr:</i> 11/01/2013-11/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> don.boatman@att.net	N	(806) 794-5843		<i>Fax:</i>	
	Y	(806) 773-0020			
Secretary/Treasurer Citizen Conwright Mr. James	Y	6512 8th Street Lubbock, TX 79416	Vista Bank 4515 98th Street Lubbock, TX 79424	<i>Curr:</i> 11/01/2013-11/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> jconwright@vistabank.com	Y	8067860661	8067764000 jconwright@vistabank.com	<i>Fax:</i> 8063683615	
Member Citizen Dunn Mr. Charles	Y	5924 Erskine Ave Lubbock, tx 79416	Law Office of Charles Dunn 1212 Texas Ave Lubbock, TX 79401	<i>Curr:</i> 11/01/2013-11/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> cd@charlesdunn0law.com	Y	8067977891	8067631944	<i>Fax:</i> 8067631945	
	Y	8067785777	cd@charlesdunn-law.com		
Member Citizen Hill Ms. Stephanie	N	1831 Manhattan Drive Lubbock, TX 79404	Lubbock Medical 3516 22nd Place Lubbock, TX 79410	<i>Curr:</i> 11/01/2014-11/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> sjrhill@aol.com	N	8067478755	8067973322	<i>Fax:</i> 8067926294	
	N	8064385091	lubbmeda@yahoo.com		
Member Citizen Isom Mr. Clayton	N	3003 23rd Street Lubbock, TX 79410	Tao Development 905 Avenue K Lubbock, TX 79401	<i>Curr:</i> 11/01/2014-11/01/2016 <i>2nd:</i> 11/01/2012-11/01/2014 <i>Ist:</i> 05/30/2012-11/01/2012	Y
<i>Email:</i> cisom@taorealestate.com	Y	8064411320	8067220660 cisom@taorealestate.com	<i>Fax:</i>	
Chair Citizen Taylor Mr. Gregory	Y	4606 18th Street Lubbock, Texas 79416	D. Williams & Co., P.C. 1500 Broadway, Suite 400 Lubbock, Texas 79401	<i>Curr:</i> 11/01/2013-11/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> gorent817@yahoo.com	Y	(806) 780-3001	(806) 785-5982	<i>Fax:</i> (806) 785-9381	
	Y	(806) 777-7044	gregt@dwilliams.net		
Member Citizen Tucker Mr. James	N	6303 75th Place Lubbock, TX 79424	O'Hair Shutters PO Box 2764 Lubbock, TX 79408	<i>Curr:</i> 11/01/2014-11/01/2016 <i>2nd:</i> <i>Ist:</i>	Y

Confidential

Home

Business

*Reappt
Elig.*

Email:
dtuckerpleub@yahoo.com

N (806) 783-0074
N (512) 964-1060

(806) 765-5791
drew.tucker@ohair.com

Fax:

**CENTRAL BUSINESS DISTRICT TAX INCREMENT FINANCING
REINVESTMENT ZONE**

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	80.0% (4)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African-American	8.7%	7.4%	9.0%	0.0% (0)
Other	3.7%	4.0%	4.3%	20.0% (1)
<u>GENDER</u>				
Male	48.5%	49.0%	73.8%	100.0% (5)
Female	51.5%	51.0%	26.2%	0.0% (0)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	0.0% (0)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	20.0% (1)
District 4	17.0%	17.0%	18.8%	0.0% (0)
District 5	16.7%	19.4%	29.0%	60.0% (3)
District 6	17.3%	19.9%	19.5%	20.0% (1)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE: To encourage development and redevelopment within the Central Business District. Board recommends projects to be financed by the district with the approval of the City Council. The board consists of nine members, including representatives of each of the taxing jurisdictions levying taxes in the area. Five members are appointed by the City Council.

Qualifications: Members must be at least 18 years of age, a resident of Lubbock County, or own real property in the zone.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Beal, Brandt (M,A,5)	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

Alderson, David (M,A,5) Alderson Cadillac Co., Inc.

STAFF/BOARD RECOMMENDATIONS:

Alderson, David (M,A,5) Alderson Cadillac Co., Inc.

City of Lubbock
Board and Commission Recruiting Database

Updated: 10/25/2014

Central Business District Tax Increment Financing

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
Second Preference								
06/25/2014	McDowell	C. Brett	M	A	30-39	Executive Vice President	Centennial Bank	4
Third Preference								
09/10/2014	Dial	Reggie	M	AA	30-39	Project Manager	North & East Lubbock C.D.C	4
04/04/2013	Dickerson	Brent	M	A	30-39	Teacher	Slaton HS	5
Fourth Preference								
Fifth Preference								
Sixth Preference								
09/29/2014	Cheatham	Scott	M	A	50-59	Account Executive	Control Technologies, Inc.	3

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			The Gibraltar Group	Curr: 03/28/2013-01/01/2015	Y
Member	Y	4608 5th Street	1001 Texas Avenue	2nd:	
Beal		Lubbock, TX 79416	Lubbock, TX 79401	Ist:	
Mr. Brandt					
<i>Email:</i>	Y	8064382800	8066876078	Fax: 8066875960	
BBEAL@GIBRALTARRISK.COM	Y	8064382800	bbeal@gibraltarrisk.com		
Member			Cardinal Sports Center	Curr: 01/01/2013-01/01/2015	Y
Member	Y	4004 110th Street	6524 Slide Road	2nd: 01/01/2011-01/01/2013	
Cardinal		Lubbock, TX 79423	Lubbock, TX 79424	Ist: 01/01/2009-01/01/2011	
Mr. Tony					
<i>Email:</i>	Y	8067988220	8067656645	Fax: 8067633927	
tcardinal@cardsports.net	Y	8067906645	tcardinal@cardsports.net		
Member			PREM INDUSTRIES LLC	Curr: 01/24/2014-01/01/2016	Y
Member	Y	4803 102nd STREET	6021 AVE A.	2nd:	
PATEL		LUBBOCK, TX 79424	LUBBOCK, TX 79404	Ist:	
Mr. HENRY					
<i>Email:</i>	Y	(806) 794-9227	(806) 745-6651	Fax: (806) 745-2916	
henry@premsales.net	Y	(806) 438-6252	henry@premsales.net		
Member			Benchmark Business	Curr: 01/01/2014-01/01/2016	Y
Member	N	3211 21st St	Solutions	2nd: 08/23/2012-01/01/2014	
Pope		Lubbock, TX 79410	1607 Broadway	Ist:	
Mr. Daniel			Lubbock, TX 79401		
<i>Email:</i>	N	8067939847	8067448744	Fax: 8067444707	
dpope@benchmarkwtx.com			dpope@benchmarkwtx.com		
Chair				Curr: 01/01/2014-01/01/2016	Y
Member	Y	4608 96th Street		2nd: 01/01/2012-01/01/2014	
Taylor		Lubbock, TX 79424		Ist: 01/01/2010-01/01/2012	
Mr. Robert					
<i>Email:</i>	N	8067940308		Fax:	

PERMIT AND LICENSE APPEAL BOARD

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	57.1% (4)
Hispanic	32.6%	27.6%	9.6%	14.3% (1)
African-American	8.7%	7.4%	9.0%	28.6% (2)
Other	3.7%	4.0%	4.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	49.0%	73.8%	71.4% (5)
Female	51.5%	51.0%	26.2%	28.6% (2)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	0.0% (0)
District 2	16.4%	12.7%	4.6%	28.6% (2)
District 3	16.3%	16.1%	13.6%	28.6% (2)
District 4	17.0%	17.0%	18.8%	28.6% (2)
District 5	16.7%	19.4%	29.0%	0.0% (0)
District 6	17.3%	19.9%	19.5%	14.3% (1)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

Advisory Board with Officer of City Status; hears appeals for permits and licenses that have been denied, suspended, or revoked by City officials. Pertains to permits and licenses issued by the City in instances where no other board is specifically appointed to hear such appeals.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Downey, Nancy (F,A,6)	Health Professional	N/A	N/A	Declined/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Nancy Downey:

Tinsley, Matt (M,A,5) Lubbock Surgical Associates

Boards & Commissions Admin Site

Application #: 2156 Entry Date: 5/8/2013 Active? Last Login Date: 9/9/2014 [<< Application List](#)

Email: [Change Email](#)

Personal Information [Edit](#)

Name: Mr. Matt Tinsley **Nick Name:** **District:** 5

Address: 4515 109th Street, Lubbock, TX 79424 **Phone:** 8067781317 (home)

Demographic Information [Edit](#)

Registered Voter: NO **Resident of Lubbock:** 24 year(s)

Ethnic Background: Anglo **Gender:** Male **Age:** 40-49

Work Information [Edit](#)

Occupation: Practice Administrator **Work Email:** mtinsley@lubbocksurgical.com **Fax Number:** (806) 771-2224 **Business Telephone:** Lubbock Surgic

Business Name: Lubbock Surgical Associates **Business Address:** Lubbock, TX 79410

Experience and education or interest: [Edit](#)

Practice Administrator also at Smith D'Alise Neurosurgery, LLP in addition to Lubbock Surgical Associates, LLP.

Prior service on a Board and/or Commission for the City of Lubbock: [Edit](#)

NONE

Boards Preference [Add Preference](#)

Pref #	Board	Qualification
No records to display.		

Reason that may cause a conflict of interest: [Edit](#)

NONE

Contracts or perform services with the City of Lubbock: [Edit](#)

NONE

Reference [Add Reference](#)

Ref #	First Name	Last Name	Daytime Phone	Business Phone		
1	Brent	King	(806) 241-0379	(806) 241-0379	Edit	X
2	Chuck	Walker	(806) 884-7617	(806) 784-4304	Edit	X

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 10/29/2014

Permit and License Appeal Board

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
09/02/2010	Chambers	Tosha	F	AA	30-39			4
02/06/2006	Hill	Russell	M	A	30-39	Web Designer	Lubbock AJ	3
07/30/2007	Lunsford	Douglas	M	A		Marketing & Media	Lancer Productions	5
Second Preference								
08/05/2008	Adams	Charles	M	A	60+	Art Dealer	Charles Adams Gallery	1
06/18/2009	Brown-Meyers	Casey	M	A	40-49	Sales Manager	All Star Auto Glass	4
09/29/2010	Bryant	LeEarl	F	A	60+			1
08/28/2008	Clary	Sue	F	A	60+			5
	Gonzales	Armando	M	H	50-59			2
10/26/2009	Hail	Brian	M	A	30-39	Insurance Agent	Brian Hail State Farm	3
05/05/2009	Marberry	William	M	A	18-29	Realtor	Coldwell Banker	3
09/13/2014	McNamara	William	M	A	40-49	Attorney	McNamara Law Firm	1
05/19/2004	Pearson	Neale	M	A	60+	Professor	Semi-Retired Professor	3
Third Preference								
06/13/2013	Arnold	Peter	M	A	40-49	Owner	Arnold Enterprises of Lubbock	2
03/01/2008	Baker	Robert	M	A	50-59	ICU Nurse	Lubbock Heart Hospital	4
05/13/2010	Bruegel	Jon	M	A	18-29			4
08/01/2012	Chavez	Naomi	F	H	18-29	Intern	South Plains Association of Governments	2
04/14/2010	Davis	Jon	M	A	40-49	Accountant	Capital Farm Credit	3
07/06/2009	Melendez	Jill	F	A	18-29	Social Worker	Montford Psychiatric Prison	6
09/01/2006	Villalobos	Esteban	M	H		Tile Setter's apprentice	Custom Tiling	2
04/09/2010	Williams	Herbert	M	AA	40-49	Correctional Officer IV	TX Dept of Criminal Justice	2
Fourth Preference								
08/09/2011	Amor	Cherif	M	AI	50-59	Dept. Chair/Assoc. Prof.	Texas Tech	5
06/09/2009	Clark	Timothy	M	A	40-49	CADD Tech	Parkhill, Smith & Cooper	3
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3
Fifth Preference								
09/21/2009	Cole	Ronald	M	A	18-29	Agent	Mass Mutual Financial Services	6
05/08/2013	Lamb-Vines	Danna	F	A	50-59	Massage Therapist/ Personal Assistant	Blue Moon Massage	3
03/05/2008	Sosebee	Rick	M	A	50-59	Fire Protection Contractor	Koetter Fire Protection	3

City of Lubbock
Board and Commission Recruiting Database

Updated: 10/29/2014

Permit and License Appeal Board

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
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Sixth Preference

09/09/2014	Gloyna	Edwin	M	A	50-59	Self Employed	(806) 687-6887	6
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	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Chair				<i>Curr:</i> 09/01/2013-09/01/2015	Y
Law Enforcement	Y	1309 61st Street		<i>2nd:</i> 09/01/2011-09/01/2013	
Bates		Lubbock, TX 79412	,	<i>Ist:</i>	
Mr. Bill					
<i>Email:</i>	N	(806) 763-8791		<i>Fax:</i>	
gittyupgo1@suddenlink.net	Y	(806) 548-0468			
Member			LISD	<i>Curr:</i> 09/01/2014-09/01/2016	Y
Citizen	Y	3209 28th St	1628 19th ST	<i>2nd:</i>	
Castro		Lubbock, TX 79410	Lubbock, TX 79401	<i>Ist:</i>	
Mr. Joel					
<i>Email:</i>	Y	7134988659	8067661148	<i>Fax:</i> 8067661055	
joelcastro1@gmail.com	Y	7134988659	jcastro@lubbockisd.org		
Member			Early Childhood	<i>Curr:</i> 09/01/2014-09/01/2016	Y
Health Professional	N	1610 Ave X	Intervention	<i>2nd:</i>	
Downey		Lubbock, TX 79401	1628 19th St	<i>Ist:</i>	
Ms. Nancy			Lubbock, TX 79401		
<i>Email:</i>	N	8067633123	8067661172	<i>Fax:</i>	
nancydowney@sbcglobal.net	N	8067770793	nancydowney@sbcglobal.net		
Member			Ferguson Enterprises, Inc.	<i>Curr:</i> 09/01/2014-09/01/2016	Y
Citizen	N	7020 95th St.	6002 42nd St	<i>2nd:</i>	
Ingram		Lubbock, TX 79424	Lubbock, TX 79407	<i>Ist:</i>	
Ms. Brianna					
<i>Email:</i>	Y	8067892832	8067843140	<i>Fax:</i> 8067880516	
brianna.ingram@ferguson.com			brianna.ingram@ferguson.com		
Member			TXDOT	<i>Curr:</i> 11/21/2013-09/01/2015	Y
Transportation	Y	1802 77th Street	135 Slaton Road	<i>2nd:</i>	
Peoples		Lubbock, TX 79423	Lubbock, TX 79404	<i>Ist:</i>	
Mrs. Karen					
<i>Email:</i>	Y	8062396983	8067484478	<i>Fax:</i> 8067484381	
kpeople@windstream.net	Y	8062396983	karen.peoples@txdot.gov		
Member				<i>Curr:</i> 09/01/2014-09/01/2016	Y
Citizen	Y	605 N. Vale Avenue	,	<i>2nd:</i>	
Triplett		Lubbock, TX 79416		<i>Ist:</i>	
Mr. Douglass					
<i>Email:</i>	Y	8067789673		<i>Fax:</i>	
dougtrip@hotmail.com	Y	8067789673			
Member			8067843140	<i>Curr:</i> 09/01/2013-09/01/2015	Y
Citizen	N	3013 110th Street	6002 42nd Street	<i>2nd:</i>	
Wooley		Lubbock, TX 79423	Lubbock, TX 79407	<i>Ist:</i>	
Mr. Marcus					
<i>Email:</i>	N	(806) 548-0671	(806) 784-3140	<i>Fax:</i> (806) 788-0516	
marcus.wooley@ferguson.com	N	(806) 548-0671	marcus.wooley@ferguson.com		

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 16, 2014
2:00 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 16th of September, 2014, at Lubbock Power & Light (LP&L), 1301 Broadway - Basement Conference Room A, Lubbock, Texas at 2:00 p.m.

2:00 P.M. CITY COUNCIL CONVENED

Lubbock Power & Light (LP&L), 1301 Broadway - Basement Conference Room A, 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; 4.1-4.6; 5.1*

1. MINUTES

- 1. 1.** Approval of the minutes of the regular Electric Utility Board meeting of August 19, 2014, and the special Electric Utility Board meeting of September 5, 2014.

Motion by Clayton Isom, seconded by Emilio Abeyta to approve the minutes of September 5, 2014.

Vote: 8 - 0 Motion carried by the Board
Other: James Conwright (ABSENT)

Motion by George Carpenter, seconded by Charles Dunn to approve the minutes of August 19, 2014 with the following correction. Item 10 was changed from “and remove the demand cap” to “not remove the demand cap” and “base rate increase without removing the demand cap” to “base rate increase removing the demand cap”.

Vote: 8 - 0 Motion carried by the Board
Other: James Conwright (ABSENT)

2. EXECUTIVE SESSION

The meeting was called into a closed session at 2:04 p.m. under the provisions of Section 551, Texas

Government Code. The meeting was called back into a public session at 4:06 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 generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling. (Procurement of electric generation beginning in 2019; Evaluation of generation sources and generation technologies; Off-take sales from the Cooke, Massengale, and Brandon generation facilities; Production Report).
 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). (Procurement of electric generation beginning in 2019; Evaluation of generation sources and generation technologies; Off-take sales from the Cooke, Massengale, and Brandon generation facilities; Production Report).
 2. 1. 3. Discuss bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies; customer billing, contract, and usage information, electric power pricing proposals, system load characteristics, and electric power marketing analyses, policies, and strategies and related agreements (Procurement of electric generation beginning in 2019; Evaluation of generation sources and generation technologies; Off-take sales from the Cooke, Massengale, and Brandon generation facilities; Production Report).
2. 2. Hold an executive session in accordance with V.T.C.A. Government Code, § 551.072 to deliberate the purchase, exchange, lease, or value of real property.
2. 3. Hold an executive session in accordance with V.T.C.A. Government Code, § 551.074(a)(1) to deliberate the appointment, employment, evaluation, reassignment, duties of a public officer or employee (CEO/Director of Electric Utilities).
3. **PUBLIC COMMENT:** This is a thirty minute period 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 Electric Utility Board, subject to all the same procedures and guidelines.

Burley Owen spoke on the public recording of EUB Meetings.

4. REGULAR AGENDA

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

David McCalla, Interim Director of Electric Utilities/CEO for LP&L, gave a presentation 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, revenue and expense projections of Lubbock Power & Light.

Andy Burcham, Chief Financial Officer for LP&L, gave a presentation and answered questions from the Board. David McCalla, Interim Director of Electric Utilities/CEO for LP&L, also gave comments and answered questions from the Board.

- 4. 3.** Discuss and the Board will take action on a policy regarding Lubbock Power & Light processes for handling of confidential information pursuant to Texas Local Government Code Chapter 252.

David McCalla, Interim Director of Electric Utilities/CEO for LP&L; Todd Kimbrough, General Counsel for LP&L, gave comments and answered questions from the Board.

Motion by Jerry Bell, seconded by George Carpenter to instruct General Counsel to review and bring back to the September 29th Special EUB Meeting.

Vote: 8 - 0 Motion carried by the Board.
Other: James Conwright (ABSENT)

- 4. 4.** Discuss and the Board will take action and award sole source to Advanced Control Systems for LP&L Distribution Outage Management, Distribution Management and Energy Management Software.

Felix Orta, Purchasing Manager for Electric Utilities, gave comments and answered questions from the Board.

Motion by Jerry Bell, seconded by Charles Dunn to award the sole source purchase to Advanced Control System (ACS).

Vote: 8 - 0 Motion carried by the Board
Other: James Conwright (ABSENT)

- 4. 5.** Discuss, deliberate and the Board will take possible action regarding LP&L facilities and buildings.

Motion by Clayton Isom, seconded by Jerry Bell to postpone this item to the October 21, 2014 Electric Utility Board Meeting.

Vote: 8 - 0 Motion carried by the Board

Other: James Conwright (ABSENT)

4. 6. Discuss, deliberate and the Board will take possible action regarding the implementation of video recording and video streaming of Electric Utility Board meetings.

Matt Rose, Chief of Staff for LP&L, gave comments and answered questions from the Board.

Motion by George Carpenter, seconded by Emilio Abeyta to bring this item back to the Board after the RFP information has been received.

Vote: 7 - 1 Motion carried by the Board
NAY: Clayton Isom
Other: James Conwright (ABSENT)

5. **CONSENT AGENDA:** Item 5.1 is considered to be routine and may be enacted by one motion without separate discussion. If the Electric Utility Board desires to discuss an item, the item is removed from the Consent Agenda and is considered separately.

5. 1. Discuss and the Board will take action and award ratified services to Plains Presort Services Ltd. For LP&L Mail Handling Services.

Motion by Jerry Bell, seconded by Charles Dunn to accept the consent item as presented.

Vote: 8 - 0 Motion carried by the Board
Other: James Conwright (ABSENT)

5:31 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 29, 2014
9:00 A. M.**

The City Council of the City of Lubbock, Texas met in special session on the 29th of September, 2014, at Lubbock Power & Light (LP&L), 1301 Broadway - Basement Conference Room A, Lubbock, Texas at 9:00 a.m.

9:00 A.M. CITY COUNCIL CONVENED

**Lubbock Power & Light (LP&L), 1301 Broadway - Basement Conference
Room A, Lubbock, Texas**

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

Absent: Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Floyd Price

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

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

- *Executive Session; and 2.1-2.2*

1. EXECUTIVE SESSION

The meeting was called into a closed session at 9:00 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 10:22 a.m.

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

2. REGULAR AGENDA

2. 1. Consider and the Board will take action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the CEO/Director of Electric Utilities.

Motion by Charles Dunn, seconded by Emilio Abeyta to hire David McCalla as the CEO/Director of Electric Utilities at \$240,000 per year. This includes car and cell phone allowance.

Vote: 8 - 0 Motion carried by the Board
Other: Suzanne Blake (ABSENT)

2. 2. Discuss and the Board will take action on a policy regarding Lubbock Power & Light processes for handling of confidential information pursuant to Texas Local Government Code Chapter 252.

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

Motion by Charles Dunn, seconded by Jerry Bell to adopt the Bid Integrity Policy as presented.

NOTE: At the time the vote was taken by the Board, the City Council did not have a quorum present.

10:36 A.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
October 23, 2014
2:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 23rd of October, 2014, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 2:30 p. m.

2:30 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: City Council addressed agenda items in the following order:

- *Executive Session; 2.1-2.3; 2.5; 2.4; 2.6-2.7; 6.22; Citizen Comments 3.1-3.2; 3.4; 3.3; Citizen Comments (Sign-ups) 3.8; 6.1-6.19; 6.23-6.24; 4.1; 5.1-5.11; 5.13-5.18; and 5.12.*
- *Item 6.22 was postponed indefinitely.*
- *Item 6.14 was postponed to the November 6, 2014 Regular City Council Meeting.*
- *Items 6.20-6.21 were deleted.*

1. Executive Session

The meeting was called into a closed session at 2:30 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:15 p.m.

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
1. 1. 1. Discuss a proposed Sanitary Sewer Overflow Initiative (SSOI) pursuant to Texas Commission on Environmental Quality (TCEQ) regulations for the Southwest Water Reclamation Plant.
1. 1. 2. Storm Water.
1. 1. 3. Case No. 2013-508,039-City of Lubbock v. Lubbock Omni Office, Inc. et. al.
1. 1. 4. Villa Del Norte, 1913 Baylor Street, Lubbock, Texas.
1. 1. 5. Eagle Pointe Apartments, 6127 Avenue R, Lubbock, Texas.
1. 1. 6. Consultation with attorney concerning relevant Texas Attorney General rulings and opinions and other authority addressing access to municipal records by elected officials.

1. 1. 7. Consultation with attorney concerning the qualifications for service on the Appointments Advisory Board pursuant to Resolution No. 4901 dated July 13, 1995.
1. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
1. 2. 1. Omni Building, 1206 14th Street, Lubbock, Texas.
1. 2. 2. Police Department.
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
1. 4. 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 Canadian River Municipal Water Authority, Electric Utility Board, Permit & License Appeal Board, Planning & Zoning Commission, and Urban Design & Historic Preservation Commission.

5:15 P.M. CITY COUNCIL RECONVENED
Council Chambers

2. Proclamations and Presentations

2. 1. Invocation by Pastor Paul Lively, Focal Point Fellowship Church

Pastor Paul Lively, Focal Point Fellowship Church, led the invocation.

2. 2. Pledges of Allegiance

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

2. 3. Presentation of a special recognition of Paralegal Day.

Council Member Latrelle Joy presented a special recognition recognizing October 23, 2014 as the founding day of the Paralegal Division of the State Bar of Texas. Members of the West Texas Paralegal Association and the Lubbock Legal Professionals Association appeared to accept the recognition.

2. 4. Presentation of a special recognition for Service to the Community to the Junior Ambassadors students.

Council Member Latrelle Joy, along with Mayor Pro Tem Jim Gerlt, presented a special recognition recognizing the Junior Ambassadors students for their service to the community. Fausto Montes, Titus Lie, Zachary Goodwin, Alex Joy, Austin Phillips, Kwintzie Scott, CallieAnn Johnston, Abigail Jordan, Sarah O'Briant, and Samantha Holmes appeared to accept their recognitions.

2. 5. Presentation of special recognition to Rotary Club of Lubbock, Greater Southwest Lubbock Rotary Club, and Rotary Club of Metropolitan Lubbock in recognition of their humanitarian efforts in connection with World Polio Day.

Council Member Latrelle Joy presented a special recognition to the Rotary Club of Lubbock, Greater Southwest Lubbock Rotary Club, and Rotary Club of Metropolitan Lubbock in recognition of their humanitarian efforts in connection with World Polio Day. Sarah Lee Morris and Bill Morris, of the Rotary Club of Metropolitan Lubbock; and Ben Locke, Jerry Bell, and Sid Chance, of the "Downtown" Rotary Club of Lubbock, appeared to accept the recognition.

2. 6. Presentation of a special recognition to the City of Lubbock Finance Department. The Government Finance Officers Association of the United States and Canada has presented the City of Lubbock Accounting Department the Award of Financial Reporting and Achievement on the Comprehensive Annual Financial Report (CAFR). This certificate is the highest form of recognition in the area of governmental accounting and financial reports, and represents a significant accomplishment.

Mayor Pro Tem Jim Gerlt presented the City of Lubbock Finance and Accounting Departments with the Award of Financial Reporting and Achievement on the Comprehensive Annual Financial Report (CAFR).

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

Lubbock Economic Development Alliance Board of Directors:

Mark Griffin

Market Lubbock Inc. Board of Directors:

Mark Griffin

Model Codes & Construction Advisory Board:

Miles Hardaway (unable to attend)

Gary Rothwell (unable to attend)

North Point Public Improvement District Advisory Board:

David Miller (unable to attend)

Veterans Advisory Committee:

Todd Mistrot (unable to attend)

Water Board of Appeals:

Jay Taylor (unable to attend)

Zoning Board of Adjustment:

Paul Goebel

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:

<http://www.ci.lubbock.tx.us/city-council/rules-for-public-comments/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. Mikel Ward will appear before the City Council to discuss items 6.17, 6.20, 6.21, and 6.22.

Mike Ward appeared before the City Council to speak in opposition of items 6.22 (smoking ordinance), and items 6.20 - 6.21 (North & East Lubbock Community Development Corporation).

3. 2. John Lee Curtis will appear before the City Council to discuss item 6.22.

John Lee Curtis appeared before the City Council to speak in opposition of item 6.22 (smoking ordinance).

3. 3. Burley Owen will appear before the City Council to discuss items 6.20 and 6.21.

Burley Owen appeared before the City Council to speak in opposition of items 6.20 and 6.21 (North & East Lubbock Community Development Corporation).

3. 4. Scott Stephenson will appear before the City Council to discuss item 6.22.

Scott Stephenson appeared before the City Council to speak in opposition of item 6.22 (smoking ordinance).

3. 5. Dr. Candy Arentz will appear before the City Council to discuss item 6.22.

Dr. Candy Arentz did not appear.

3. 6. Dr. Scott Shurmur will appear before the City Council to discuss item 6.22.

Dr. Scott Shurmur did not appear.

3. 7. Lexi Phillips will appear before the City Council to discuss item 6.22.

Lexi Phillips did not appear.

3. 8. **Sign-ups:**

- Andy Hutchison, Andrea Thompson, Nitra Barnes, Joe Pixler, Kim Pharr, Kimberly Pharr, Bill Curnow, Summer Blackbourne, Veronica Mora (submitted written comments), Daniel Winograd, Aaron Forgette, Ellen Cotton, Travis Pharr, and Joseph Kelley appeared before City Council to speak in opposition of item 6.22 (smoking ordinance).
- Deanne Clark appeared before City Council to speak in opposition of items 6.20 and 6.21 (North & East Lubbock Community Development Corporation).

4. **Minutes**

4. 1. August 19, 2014 Special City Council Meeting (Electric Utility Board)
September 5, 2014 Special City Council Meeting (Electric Utility Board)
September 23, 2014 Special City Council Meeting (Texas Municipal League)
September 25, 2014 Regular City Council Meeting

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approved the August 19, 2014 Special City Council Meeting (Electric Utility Board) minutes; the September 5, 2014 Special City Council Meeting (Electric Utility Board) minutes; the September 23, 2014 Special City Council Meeting (Texas Municipal League) minutes; and the September 25, 2014 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approved items 5.1-5.11; and 5.13-5.18.

Vote: 7 - 0 Motion carried

- 5. 1. Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2014-00152, Amendment 1, amending the FY 2014-15 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Public Health Emergency Preparedness (PHEP) Supplemental Grant; providing for filing; and providing for a savings clause.
- 5. 2. Resolution – Public Works Engineering:** Resolution No. 2014-R0359 authorizing the Mayor to execute an agreement with the Texas Department of Transportation (TxDOT) to contribute Right-of-Way funds for the adjustment of utilities for highway improvements on the Marsha Sharp Freeway Phase 5-B.
- 5. 3. Resolution – Public Works Streets :** Resolution No. 2014-R0360 authorizing the Mayor to execute unit price Contract 12009 with West Texas Paving, Inc. of Lubbock, Texas, for the 2014 Asphalt and Concrete Patching Project Phase Two, ITB 14-12009-DG.
- 5. 4. Ordinance 2nd Reading – Right-of-Way:** Ordinance 2014-00138 abandoning and closing a portion of 9th Street and 10th Street between Avenue S and Avenue R and the alley south of Glenna Goodacre Blvd. located in Blocks 115, 116, and a portion of 119, Overton Addition, Lubbock, Texas.
- 5. 5. Resolution - Right-of-Way :** Resolution No. 2014-R0361 authorizing the City Council to accept, on behalf of the City of Lubbock, an easement from Northwest Passage Joint Venture, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easements being out of Section 11, Block JS, and Section 14, Block A, Lubbock County, Texas.
- 5. 6. Resolution - Right-of-Way:** Resolution No. 2014-R0362 authorizing the City Council to accept, on behalf of the City of Lubbock, a Street and Public Use Dedication Deed from Attebury Grain, LLC regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, Dedication Deed being out of Section 11, Block JS, and Section 14, Block A Lubbock County, Texas.
- 5. 7. Resolution - Right-of-Way :** Resolution No. 2014-R0363 authorizing the City Council to accept, on behalf of the City of Lubbock, an easement from Wayland Baptist University, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Tract A, Charter Hospital Addition, Lubbock County, Texas.
- 5. 8. Resolution - Right-of-Way:** Resolution No. 2014-R0364 authorizing the City Council to accept, on behalf of the City of Lubbock, an easement from Marilyn Neill, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 11, Block JS, Lubbock County, Texas.

- 5. 9. **Resolution - Right-of-Way:** Resolution No. 2014-R0365 authorizing the City Council to accept, on behalf of the City of Lubbock, a Street and Public Use Dedication Deed from Marilyn Neill regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, Dedication Deed being out of Section 11, Block JS, Lubbock County, Texas.
- 5. 10. **Resolution - Right-of-Way:** Resolution No. 2014-R0366 authorizing the City Council to accept, on behalf of the City of Lubbock, a Street and Public Use Dedication Deed from Rusty Patterson and wife, Gwen Patterson, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, Dedication Deed being out of Sections 13 and 22, Block JS, Lubbock County, Texas.
- 5. 11. **Resolution - Right-of-Way:** Resolution No. 2014-R0367 authorizing the City Council to accept, on behalf of the City of Lubbock, a Street and Public Use Dedication Deed from Lester Shaver regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, Dedication Deed being out of Section 11, Block JS, Lubbock County, Texas.

- 5. 12. **Resolution - Fleet:** Resolution No. 2014-R0374 authorizing the Mayor to execute purchase order contract 31020710 with Roberts Truck Center for Left Hand Drive, Tandem Drive Rear Axle, Diesel-Powered, Cab & Chassis for the Solid Waste Department, ITB 14-12014-KS.

Scott Snider, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Resolution No. 2014-R0374.

Vote: 7 - 0 Motion carried

- 5. 13. **Resolution - Fleet:** Resolution No. 2014-R0368 authorizing the Mayor to execute purchase order contract 31020708 with Kann Manufacturing Corporation for five refuse collection side loaders.
- 5. 14. **Resolution - Health Services:** Resolution No. 2014-R0369 authorizing and directing the Mayor to execute a renewal of the Lubbock County Medical Indigent Program Provider Agreement 12077 to provide certain public health services for indigent residents of Lubbock County.
- 5. 15. **Resolution - Health Services:** Resolution No. 2014-R0370 authorizing and directing the Mayor to enter into agreement 12078 with StarCare Specialty Health System to increase opportunities for health lifestyle choices that will reduce incidence of HIV infection and provide alcohol, tobacco, and other drug prevention and intervention services to the community.
- 5. 16. **Resolution - Radio Shop:** Resolution No. 2014-R0371 authorizing the Mayor to execute contract 12063 with Dailey Wells Communications, Inc., for a two-way radio system upgrade.
- 5. 17. **Resolution – Information Technology:** Resolution No. 2014-R0372 authorizing the Mayor to execute 12061 with Xerox Corporation for workcentre printers and consumable supplies.
- 5. 18. **Resolution - Community Development:** Resolution No. 2014-R0373 authorizing the City Council to approve the price and conditions of sale by the Urban Renewal Agency of a vacant lot to Michael Johnson located at 2630 Ivory to enlarge his adjoining residential property at 2628 Ivory, designated as parcel 78990-56-8 and legally described as Lot 8, Sieber Subdivision of Block 56, Wheelock’s 2nd Addition to the City of Lubbock, Lubbock County, Texas.

- 6. **Regular Agenda**

- 6. 1. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0132, for Zone Case 3116-G, a request of Hugo Reed and Associates, Inc., for FP Investors 1, LLC, for a zoning change from R-2 Specific Use to R-1 Specific Use on 10 acres of unplatted land out of Block AK, Section 4, south of 130th Street and east of Memphis Avenue.

Mayor Robertson opened the public hearing at 7:07 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:08 p.m.

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2014-O0132.

Vote: 7 - 0 Motion carried

- 6. 2. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0139, for Zone Case 3237, a request of James Dirks, for Indiana Associates, LLC, for a zoning change from R-1 to AM on Lot 7, Block 2, Squyers Place Addition, 3413 22nd Street.

Mayor Robertson opened the public hearing at 7:08 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:09 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to approve Ordinance No. 2014-O0139.

Vote: 7 - 0 Motion carried

- 6. 3. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0140, for Zone Case 3238, a request of Graciela y Fe Propiedad, LLC for a zoning change from R-1 to R-2 on Lots 3 through 5, Block 18, West End Place Addition, 6411, 6413, 6415, and 6417 24th Street.

Dennis Carrizales, Senior Planner; and George McMahan, President of the West Texas Home Builders Association, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 7:09 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:10 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2014-O0140.

Vote: 7 - 0 Motion carried

- 6. 4. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0141, for Zone Case 3003-C, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from C-2 and R-1 Specific Use to C-4 Specific Use for mini storage and RV storage on 6.9 acres of unplatted land out of Block AK, Section 21, northeast corner of Milwaukee Avenue and 107th Street.

Terry Holeman, Director of Development Services for Hugo Reed and Associates, Inc., gave comments

and answered questions from City Council.

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

No one appeared to speak in opposition.

Terry Holeman, Director of Development Services for Hugo Reed and Associates, Inc., appeared to speak in favor.

Mayor Robertson closed the public hearing at 7:14 p.m.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2014-O0141.

Vote: 7 - 0 Motion carried

- 6. 5. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0142, for Zone Case 3003-D, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from GO and R-1 Specific Use to A-1 on 16.7 acres of unplatted land out of Block AK, Section 21, south of 98th Street and east of Kline Avenue.

Mayor Robertson opened the public hearing at 7:15 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:16 p.m.

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2014-O0142.

Vote: 7 - 0 Motion carried

- 6. 6. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0143, for Zone Case 3239, a request of Yolanda Larez for a zoning change from C-3 to C-4 on the east 124.73 feet of Lot 1, Block 1, Burlison Osborne Heights Addition, 2801 Clovis Road.

Mayor Robertson opened the public hearing at 7:16 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:16 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Ordinance No. 2014-O0143.

Vote: 7 - 0 Motion carried

- 6. 7. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-O0144, for Zone Case 3240, a request of McCanton Woods L.C. for a zoning change from R-2, R-3, A-1 and A-2 to A-3 Specific Use for apartments on the south 30 feet of Lot 1, Lots 2 through 9, the south 30 feet of Lot 10, Block 115, Lots 1 through 10, Block 116, Lots 1 through 4 and 9 through 12, Block 119, Overton Addition, and a portion of 9th Street, 10th Street, and the alleys located in Blocks 115 and 116 and a portion of the alley in Block 119, proposed Tract 22, Overton Park Addition, south of Glenna Goodacre Boulevard, between Avenue S and Avenue R.

Marc McDougal, representing McCanton Woods, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 7:17 p.m.

No one appeared to speak in opposition.

Marc McDougal, representing McCanton Woods, appeared to speak in favor.

Mayor Robertson closed the public hearing at 7:18 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to approve Ordinance No. 2014-00144.

Vote: 7 - 0 Motion carried

- 6. 8. Public Hearing 5:30 p.m. - Planning:** Ordinance No. 2014-00145, for Zone Case 2627-G, a request of Alma Jaramillo to amend the conditions of Ordinance 2013-00115 to allow a tamale plant on the east half of Lot 2, Block 2, West End Place Addition, 6205 19th Street.

Mayor Robertson opened the public hearing at 7:19 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:19 p.m.

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2014-00145.

Vote: 7 - 0 Motion carried

- 6. 9. Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2014-00146, for Zone Case 2565-C, a request of Vincent Gerard & Associates, Inc., for Verizon Wireless, for a zoning change from A-2 to A-2 Specific Use for a telecommunications tower on .2296 acres of unplatted land, 1102 70th Street.

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

Mayor Robertson opened the public hearing at 7:20 p.m.

No one appeared to speak in opposition.

Vincent Huebinger, with Vincent Gerard & Associates, Inc., appeared to speak in favor.

Mayor Robertson closed the public hearing at 7:20 p.m.

Motion by Council Member Jeff Griffith, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2014-00146.

Vote: 7 - 0 Motion carried

6. 10. Public Hearing 5:30 p.m. - Planning: Ordinance No. 2014-00147, for an annexation from SWLLD, LLC to annex a parcel approximately 206 acres (in Block AK Section 9) adjacent to the city limits south of 130th Street (FM 1585) west of Frankford Avenue.

Andrew Paxton, Director of Planning; and Burl Masters, representing Masters and Associates, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 7:22 p.m.

No one appeared to speak in opposition.

Burl Masters, representing Masters and Associates, appeared to speak in favor.

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

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2014-00147.

Vote: 4 - 3 Motion carried

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Floyd Price

6. 11. Public Hearing 5:30 p.m. - Planning: Ordinance No. 2014-00148, for an annexation from 1585 Development, LLC, W.D. Vardeman, Raymond Dean Vardeman, Wendell Keith Vardeman, and Holly Joy Vardeman Schellhase, to annex a parcel approximately 287.318 acres (in Block AK Section 1) adjacent to the city limits south of 130th Street (FM 1585) east of Indiana Avenue.

Burl Masters, representing Masters and Associates, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 7:30 p.m.

No one appeared to speak in opposition.

Burl Masters, representing Masters and Associates, appeared to speak in favor.

Mayor Robertson closed the public hearing at 7:30 p.m.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Ordinance No. 2014-00148.

Vote: 5 - 2 Motion carried

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy

6. 12. Public Hearing 5:30 p.m. - Planning: Ordinance No. 2014-0149, for an annexation from Slide & 1585, LLC, Capricho Interiors, LLC, JJ Miller Enterprises, LLC, and Cash Register Services, Inc, to annex a parcel approximately 187.275 acres (in Block AK Section 8) adjacent to the city limits south of 130th Street (FM 1585) west of FM 1730 (Slide Road).

Burl Masters, representing Masters and Associates, gave comments and answered questions from City Council.

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

No one appeared to speak in opposition.

Burl Masters, representing Masters and Associates, appeared to speak in favor.

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

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2014-00149.

Vote: 4 - 3 Motion carried

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Floyd Price

- 6. 13. Public Hearing 5:30 p.m. - Planning:** Ordinance No. 2014-00150, for an annexation from George H. McMahan, to annex a parcel approximately 95.4 acres (in Block E2 Section 24) adjacent to the city limits south of 114th Street east of Frankford Avenue.

Eddie McBride, President and CEO of the Lubbock Chamber of Commerce, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 7:39 p.m.

No one appeared to speak in opposition.

George McMahan, President of the West Texas Home Builders Association; and Eddie McBride, President and CEO of the Lubbock Chamber of Commerce, appeared to speak in favor.

Mayor Robertson closed the public hearing at 7:40 p.m.

Motion by Council Member Jeff Griffith, seconded by Council Member Karen Gibson to approve Ordinance No. 2014-00150.

Vote: 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

- 6. 14. Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-00060 at the location of 4202 Avenue A, an It's Another Tobacco Road store requesting an off-premise alcoholic beverage permit.

This item was postponed.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to postpone this item to the November 6, 2014 Regular City Council Meeting.

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

- 6. 15. Resolution - Planning:** Resolution No. 2014-R0355 approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 1628 Avenue Y (northwest corner of 19th Street and Avenue Y), a Lubbock Breakfast House & Tasty Impressions restaurant requesting an on-premise and off-premise alcoholic beverage permit.

Motion by Council Member Latrelle Joy, seconded by Council Member Karen Gibson to approve Resolution No. 2014-R0355.

Vote: 6 - 1 Motion carried

NAY: Mayor Pro Tem Jim Gerlt

- 6. 16. Resolution – Public Works Engineering:** Resolution No. 2014-R0356 authorizing the Mayor to approve a Local Implementation Plan for Lubbock, which outlines two options presented by Texas Department of Transportation (TxDOT) for the City of Lubbock.

Steve Warren, representing Texas Department of Transportation; and James Loomis, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Resolution No. 2014-R0356, selecting Option 1, "Remaining Value Applied to a Single Project in FY 2016".

Vote: 4 - 3 Motion carried

NAY: Council Member Victor Hernandez

Council Member Latrelle Joy

Council Member Floyd Price

- 6. 17. Ordinance 1st Reading – Wastewater:** Ordinance No. 2014-O0151 amending Chapter 22 of the Code of Ordinances of the City of Lubbock, Texas, regarding rates charged for residential wastewater service, measurement of commercial in-plant losses, disconnection for non-payment of commercial wastewater service, payment for commercial sanitary sewer line blockages and spillage, wastewater permit applications and revocations, grease traps and wastewater monitoring facilities, septic tank emptying, industrial wastewater sampling fees, and municipal setting designation applications; providing a savings clause; providing a penalty clause; and providing for publication.

Motion by Council Member Karen Gibson, seconded by Council Member Latrelle Joy to approve Ordinance No. 2014-O0151.

Vote: 7 - 0 Motion carried

- 6. 18. Ordinance 2nd Reading - Finance:** Ordinance No. 2014-O0124 amending Chapter 22 of the Code of Ordinances for the City of Lubbock with regard to the Municipal Drainage Utility and related definitions; adoption of State law; related billing rules and procedures therefor; appeals of assessment, billing, and payment disputes; discontinuance of service; repealing the formula and schedule of municipal drainage charges as set forth in Ordinance No. 2011-O0080; providing a savings clause; providing a penalty clause; and providing for publication.

Motion by Council Member Karen Gibson, seconded by Council Member Latrelle Joy to approve Ordinance No. 2014-O0124.

Vote: 7 - 0 Motion carried

- 6. 19. Resolution - Finance:** Resolution No. 2014-R0357 amending the schedule of drainage charges to accommodate improvements to be made to the City's drainage system

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Resolution No. 2014-R0357.

Vote: 5 - 2 Motion carried

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Jim Gerlt

- 6. 20. Resolution - Finance:** Consider a resolution authorizing the Mayor to execute the North and East Lubbock Community Development Corporation (NELCDC) Grant Management agreement for promoting economic development.

This item was deleted.

- 6. 21. Contract Resolution – Finance:** Consider a resolution approving the North and East Lubbock Community Development Corporation (NELCDC) FY 2014-15 Budget.

This item was deleted.

- 6. 22. Ordinance 1st Reading - City Council:** Consider an ordinance amending Chapter 8, Businesses and Amusements, by amending Article 8.17, Smoking; Tobacco Products, to the Code of Ordinances of the City of Lubbock, Texas, in regard to prohibiting smoking in public places, providing for exceptions, prohibiting smoking in work places, regulating tobacco sales or samples to minors, regulating e-cigarette sales to and use by minors, providing a penalty, providing a savings clause, and providing for publication.

This item was postponed indefinitely.

Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to consider item 6.22, following Proclamations and Presentations.

Vote: 4 - 3 Motion carried

NAY: Mayor Glen C. Robertson
Council Member Karen Gibson
Council Member Jeff Griffith

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to postpone item 6.22 indefinitely.

Vote: 4 - 3 Motion carried

NAY: Mayor Glen C. Robertson
Council Member Karen Gibson
Council Member Jeff Griffith

- 6. 23. Resolution - City Secretary:** Resolution No. 2014-R0358, authorizing the creation of the Annexation & Growth Advisory Committee, and to consider appointments to the Committee.

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt, to approve Resolution No. 2014-R0358, authorizing the creation of the Annexation & Growth Advisory Committee.

Vote: 7 - 0 Motion carried

Annexation & Growth Advisory Committee:

Motion by Council Member Jeff Griffith, seconded by Council Member Karen Gibson to appoint Trey Strong for the Home Builder position.

Vote: 7 - 0

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint George McMahan for the Real Estate position.

Vote: 7 - 0

Nominations for the Engineering and Planning Consultant position were as follows:

Cory Dulin
Terry Holeman

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt, to close the nominations.

Vote: 7 - 0

Votes were taken as follows:

Cory Dulin - Mayor Glen C. Robertson, Mayor Pro Tem Jim Gerlt, and Council Member Karen Gibson.
Terry Holeman - Council Members Victor Hernandez, Jeff Griffith, Latrelle Joy, and Floyd Price.

Terry Holeman was appointed to the Engineering and Planning Consultant position.

Nominations for the two At-Large member positions were as follows:

Maurice Stanley
Alan Henry

Motion by Council Member Floyd Price, seconded by Council Member Victor Hernandez to close the nominations.

Vote: 0 - 7

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

An additional nomination of Greg Garrison was added to the previous nominations for the two At-Large member positions. Votes were taken as follows:

Alan Henry - Mayor Glen C. Robertson, and Council Members Victor Hernandez and Latrelle Joy
Greg Garrison - Mayor Glen C. Robertson, Mayor Pro Tem Jim Gerlt, and Council Members Karen Gibson and Jeff Griffith.

Maurice Stanley - Mayor Pro Tem Jim Gerlt, and Council Members Victor Hernandez, Karen Gibson, Jeff Griffith, Latrelle Joy, and Floyd Price.

Greg Garrison and Maurice Stanley were appointed for the two At-Large member positions.

The following members were appointed to the Annexation & Growth Advisory Committee:

Trey Strong
George McMahan
Terry Holeman
Maurice Stanley
Greg Garrison

- 6. 24. Board Appointment - City Secretary:** Consider five appointments to the Airport Board, one appointment to the Appointments Advisory Board, one appointment to the Canadian River Municipal Water Authority, four appointments to the Electric Utility Board, one appointment to the Market Lubbock Inc. Board of Directors, three appointments to the Museum & Arts Standing Sub-Committee, one appointment to the Permit & License Appeal Board, four appointments to the Planning & Zoning Commission, and one appointment to the Urban Renewal & Historic Preservation Commission.

Airport Board:

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to reappoint Margaret Randle and Brent Underwood.

Vote: 7 - 0 Motion carried

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to appoint Grady Terrill to replace Greg Garrison.

Vote: 7 - 0 Motion carried

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to appoint Frank Sitton to replace Mark Piercy.

Vote: 7 - 0 Motion carried

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Latrelle Joy to appoint Arnold Mincey to replace Bill Young.

Vote: 7 - 0 Motion carried

Appointments Advisory Board: Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to postpone this item to a Regular City Council Meeting following the November Appointments Advisory Board Meeting.

Vote: 7 - 0 Motion carried

Canadian River Municipal Water Authority Board: Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to appoint Jay House to replace Jim Conkwright.

Vote: 6 - 1 Motion carried
NAY: Mayor Glen C. Robertson

Market Lubbock Inc. Board: Motion by Council Member Karen Gibson, seconded by Council Member Latrelle Joy to appoint Kristin Murray to replace Rob Meyer.

Vote: 7 - 0 Motion carried

Museum & Arts Standing Sub-Committee: Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to reappoint Heather Hocker, Patricia Maines, and Larry Simmons.

Vote: 7 - 0 Motion carried

Permit & License Appeal Board: Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to appoint Ivey Brenner to replace Brianna Ingram.

Vote: 7 - 0 Motion carried

Planning & Zoning Commission:

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to table the appointment for Todd McKee's position until after the appointments were made for the Electric Utility Board.

Vote: 7 - 0 Motion carried

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to bring off the table the appointment for Todd McKee's position.

Vote: 7 - 0 Motion carried

Nomination for the position was as follows:

Steve Massengale

Votes were taken as follows:

Steve Massengale: Mayor Glen C. Robertson, Mayor Pro Tem Jim Gerlt, and Council Members Karen Gibson, Jeff Griffith, Victor Hernandez, Latrelle Joy, and Floyd Price.

Steve Massengale was declared appointed.

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint James Rogers to replace Kevin Watson.

Vote: 6 - 1 Motion carried

NAY: Council Member Latrelle Joy

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to reappoint Dan Wilson and Michael Wilson.

Vote: 7 - 0 Motion carried

Urban Design & Historic Preservation Commission: Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to appoint David Bloodworth to replace Mattie Been.

Vote: 7 - 0 Motion carried

Electric Utility Board:

Nominations for an Electric Utility Board position were as follows:

Steve Massengale
Clayton Isom

Votes were taken as follows:

Steve Massengale: Council Members Victor Hernandez, Latrelle Joy, and Floyd Price.
Clayton Isom: Mayor Glen C. Robertson, Mayor Pro Tem Jim Gerlt, Council Members Karen Gibson and Jeff Griffith.

Clayton Isom was declared appointed.

Nominations for an Electric Utility Board position were as follows:

Drew Tucker
Steve Massengale

Votes were taken as follows:

Drew Tucker: Mayor Glen C. Robertson, Mayor Pro Tem Jim Gerlt, Council Members Karen Gibson and Jeff Griffith.
Steve Massengale: Council Members Victor Hernandez, Latrelle Joy, and Floyd Price.

Drew Tucker was declared appointed.

Nominations for an Electric Utility Board position were as follows:

Emilio Abeyta
Todd McKee

Votes were taken as follows:

Emilio Abeyta: Council Members Victor Hernandez, Latrelle Joy, and Floyd Price.
Todd McKee: Mayor Glen C. Robertson, Mayor Pro Tem Jim Gerlt, Council Members Karen Gibson and Jeff Griffith.

Todd McKee was declared appointed.

Nominations for an Electric Utility Board position were as follows:

Stephanie Hill
George Carpenter

Votes were taken as follows:

Stephanie Hill: Mayor Glen C. Robertson, Mayor Pro Tem Jim Gerlt, and Council Members Karen Gibson, Jeff Griffith, Victor Hernandez, and Floyd Price.
George Carpenter: Council Member Latrelle Joy.

Stephanie Hill was declared appointed.

The following members were appointed to the Electric Utility Board:

Clayton Isom

Drew Tucker
Todd McKee
Stephanie Hill

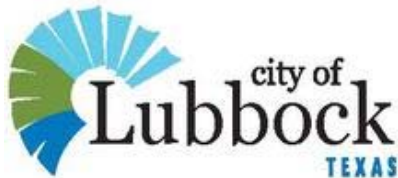
9:02 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

6. 1.

Meeting Date: 11/20/2014

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2014-O0153 Amendment 2 amending the FY 2014-15 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Transportation (TxDOT) for the Section 5307 State Operating Assistance Grant; providing for filing; and providing for a savings clause.

Item Summary

On November 6, 2014, the City Council approved the first reading of the ordinance.

- I. Accept and appropriate an additional \$4,529 from TxDOT for the Section 5307 State Operating Assistance Grant, for a total appropriation of \$615,439.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 2

Grant Detail Sheet - Section 5307

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE SECTION 5307 STATE OPERATING ASSISTANCE GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #2) for municipal purposes, as follows:

- I. Accept and appropriate \$4,529 from TxDOT for the Section 5307 State Operating Assistance Grant.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading this ____ day of _____, 2014.

Passed by the City Council on second reading this ____ day of _____, 2014.

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
Deputy City Attorney

BudgetFY1415.Amend2.ord
10.22.14

**City of Lubbock, TX
Grant Award
Existing Grant - Budget Detail
November 7, 2014**

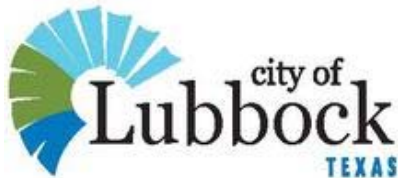
Administrative Information

Grant Name:	Section 5307 TxDOT Grant
Grant Effective Date:	9/1/2014 - 08/31/2015
Grant Provider Agency:	Texas Department of Transportation
Grant Award:	\$ 615,439
Original Appropriation Date:	September 11, 2014
Original Appropriation - Ordinance No.:	2014-O0122

Budget Information:

Grant Detail

	Original Award Amount	Amendment Amount	Total Award Amount
Salaries	\$ 461,266	4,529	465,795
Benefits	149,644	-	149,644
Total	\$ 610,910	4,529	\$ 615,439



Regular City Council Meeting

6. 1. 1.

Meeting Date: 11/20/2014

Information

Agenda Item

Resolution - Transit: Consider a resolution authorizing the Mayor to execute Contract 51505F7062 with the Texas Department of Transportation (TxDOT) for operating assistance for fixed-route and demand response services offered by Citibus.

Item Summary

TxDOT is allocating a Section 5307 grant in the amount of \$615,439 of public transportation funds to the City of Lubbock for operating assistance to maintain its public transportation system (Citibus) for Fiscal Year 2015. The FY 2015 Section 5307 grant is included in the Citibus budget for FY 2014-2015 that has been previously submitted to the City Council.

Citibus operates public transportation in both a fixed route and demand response service. The fixed route service consists of a fleet of 68 accessible vehicles. The routes originate in downtown Lubbock and provide service at various locations throughout the City. All vehicles are accessible to persons with disabilities. The demand response service, CitiAccess, consists of 32 paratransit vans, which serve origins and destinations within the city limits. Both services operate under guidelines from federal, state, and local authorities for maintaining buses, facilities, preventative maintenance, and safety. The major trip generators include the medical center, education facilities, employment providers, and shopping centers. Citibus provides service Monday through Saturday from 5:30 a.m. to 7:15 p.m., except holidays. The contract is effective from September 1, 2014, or when fully executed by both parties, and shall terminate on August 31, 2015.

Fiscal Impact

Acceptance of this grant will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

TxDOT Section 5307 Resolution

TxDOT FY 15 Section 5307 Grant

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 Section 5307 Grant, Contract No. 51505F7062 with the Texas Department of Transportation for operating assistance, and all related documents. Said grant is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

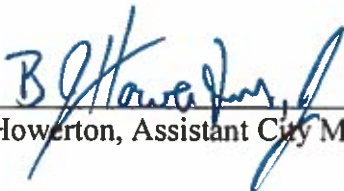
Passed by the City Council this ___ day of_____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney

RES Citibus-Sec 5307 Grant
10.7.14

PGA: PUBLIC TRANSPORTATION - STATE FUNDS
TRANSIT PROVIDER: **Lubbock, City of**
TXDOT PROJECT #: **URB 1501 (05)**
PROJECT GRANT AGREEMENT #: **51505F7062**
MASTER GRANT AGREEMENT #: **512XXF7081**
NOT RESEARCH AND DEVELOPMENT
URBANIZED AREA: **Lubbock**

STATE OF TEXAS §

COUNTY OF TRAVIS §

**STATE FUNDS
FISCAL YEAR 2015
PROJECT GRANT AGREEMENT**

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

WITNESSETH

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

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to provide state funds for public transportation purposes; and

WHEREAS, if applicable, the Transit Provider submitted a Fiscal Year 2015 Grant Application (GA) Part I for state financial assistance to provide transportation services and the Texas Transportation Commission approved the application by Minute Order Number **113931**; and

WHEREAS, if applicable, the Transit Provider must execute a GA Part I each fiscal year grant period for consideration for new state grants; and

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

NOW THEREFORE, the State and the Transit Provider agree as follows:

AGREEMENT

ARTICLE 1. GRANT TIME PERIOD

This PGA becomes effective when fully executed by both parties or on **September 1, 2014**, whichever is later. This PGA shall remain in effect until **August 31, 2015**, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Transit Provider has submitted the GA Part I to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION

- A. The Transit Provider shall complete the public transportation project described in the GA Part I, the Attachment A - Approved Project Description, and the Attachment B – Project Budget. Attachments A and B are attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.
- B. If applicable, the Transit Provider shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Transit Provider shall publicly open all bids or privately review proposals. The Transit Provider shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Transit Provider shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is \$ 615,439, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the GA Part I, the Attachment A, and the Attachment B.

The original and one copy of the invoice is to be submitted to the following address:

**Texas Department of Transportation
Attn: Lynn Castle
Public Transportation Coordinator
135 Slaton Road
Lubbock, Texas 79404**

ARTICLE 4. AMENDMENTS

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

ARTICLE 5. INCORPORATION OF MGA PROVISIONS

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

ARTICLE 6. SIGNATORY WARRANTY

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

THIS AGREEMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER

Signature

Typed, Printed, or Stamped Name

Title

Date

THE STATE OF TEXAS

Signature

Lynn Castle

Typed, Printed, or Stamped Name

Public Transportation Coordinator

Title

Date

List of Attachments

- A – Approved Project Description
- B – Project Budget

APPROVED

RECIPIENT

ATTEST:

Rebecca Garza
City Secretary

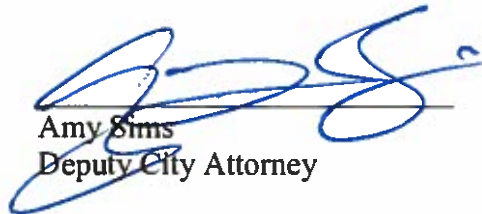
Date: _____

APPROVED AS TO CONTENT:



Bill Howerton
Assistant City Manager

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney

ATTACHMENT A APPROVED PROJECT DESCRIPTION

[Insert a Narrative Project Description]

Citibus operates public transportation to the citizens of Lubbock with both a fixed route and demand response service. The routes originate in downtown Lubbock and end at various locations within the city. All of the vehicles are accessible to persons with disabilities. The demand response service, CitiAccess, serves origins and destinations within the city limits. Both services operate under guidelines from Federal, State, and local authorities for maintaining buses, facilities, preventative maintenance, and safety. Citibus does not sub-contract any part of the services provided. The major trip generators include the medical center, education facilities, employment providers, and shopping centers. Citibus provides service Monday through Saturday from 5:45 am to 7:15 pm, except holidays.

The FY 2015 TxDOT Section 5307 grant will be used for operating.

**ATTACHMENT B
PROJECT BUDGET**

[Insert Budget Page]

Public Transportation Budget-Attachment B



FY 2015

Select Fiscal Year

Revised 7/2012 OD

Legend

Totals

Encumbrances

Locked Cell

Data Entry

Title Code

Project #

Grant #

Start Date

End Date

Total of All Programs

Quantity & Price Unit

Description

All

Federal

State

Local

TDC

Federal

State

Local

TDC

Federal

State

Local

TDC

Total

Subtotal

Total

Subtotal

Total

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Subtotal

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Subtotal

Total

Administration Costs -11,700.00

Planning Costs-44,333.00

Total Administration Costs

Grants Operating -30,000.00

Fairport Revenue (cannot be used as Match)

Net Operating

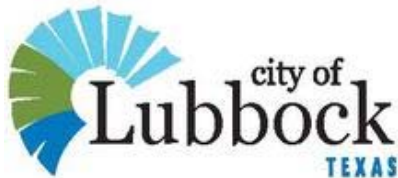
Total

Total Transit Budget

Sources of Local Funds

Amount

Total of Local Funds



Regular City Council Meeting

6. 2.

Meeting Date: 11/20/2014

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2014-O0154 Amendment 3 amending the FY 2014-15 Budget for municipal purposes respecting the General Fund to increase expenditures for machinery and equipment; providing for filing; and providing for a savings clause.

Item Summary

On November 6, 2014, the City Council approved the first reading of the ordinance.

Amend expenditures in General Fund by increasing capital outlay in the Parks and Recreation Department by \$52,000. The increased appropriation will allow the Park Maintenance Department to purchase a paint machine, two utility vehicles, a verticutter, and a power rake.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

[Ordinance - Budget Amendment 3](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO INCREASE EXPENDITURES; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #3) for municipal purposes, as follows:

- I. Amend expenditures in General Fund by increasing capital outlay in the Parks and Recreation Department by \$52,000.

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 this ____ day of _____, 2014.

Passed by the City Council on second reading this ____ day of _____, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



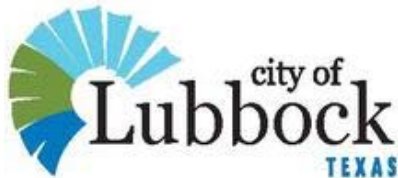
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney

BudgetFY1415.Amend3.ord
10.22.14



Regular City Council Meeting

6. 3.

Meeting Date: 11/20/2014

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance 2014-00155 amending Subsection 22.03.084 and 22.03.085 of the Code of Ordinances of the City of Lubbock by revising water rates as contained therein and providing an effective date for such; providing for publication; and providing for a savings clause.

Item Summary

On November 6, 2014, the City Council approved the first reading of the ordinance.

This item conforms the Code of Ordinances related to the water base rate and collection rates to reflect the rates as approved in the FY 2014-15 Operating Budget.

The Code of Ordinance reference in Section 18 of the FY 2014-15 Budget Ordinance referenced the incorrect section related to the water volume rates. This ordinance makes the corrections needed to conform the Code of Ordinances, with the correct section references, to the rates as approved by the City Council in the FY 2014-15 Operating Budget and Capital Program.

The approved rates in the FY 2014-15 Operating Budget and Capital Program are attached for your reference.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance

FY 2014-15 Budget - Water Rates

ORDINANCE NO. _____

AN ORDINANCE AMENDING SUBSECTION 22.03.084 AND 22.03.085 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING WATER RATES AS CONTAINED THEREIN AND PROVIDING AN EFFECTIVE DATE FOR SUCH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

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

WHEREAS, on September 11, 2014, the City Council passed the FY 2014-2015 budget with Ordinance No. 2014-00122; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to amend the Code of Ordinances related to the water base rate and collection rates within the City of Lubbock to reflect the rates approved in the FY 2014-15 Operating Budget and Capital Program; NOW THEREFORE:

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

SECTION 1. Section 22.03.084 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.03.084 Water base charge

Effective December 1, 2014, the city, through the city manager, shall charge and collect from every customer and every customer shall pay a monthly base charge for water which shall be billed to all customers based upon the water meter size as follows:

<u>Meter Size</u>	<u>Water Base Charge</u>
Three-quarter inch (3/4") meter	\$18.00
One inch (1") meter	\$30.05
One and a half inch (1.5") meter	\$59.91
Two inch (2") meter	\$96.30
Three inch (3") meter	\$191.97
Four inch (4") meter	\$299.91
Six inch (6") meter	\$599.65
Eight inch (8") meter	\$959.47

Ten inch (10") meter \$1,379.38

SECTION 2. Section 22.03.085 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Section 22.03.085 Water volume rate generally

In addition to the base charge, the city, through the city manager, shall determine the amount of water used by each customer through monthly meter readings and shall charge to and collect from every customer and every customer shall pay for water furnished by the City to the customer. The water furnished by the City shall be measured on a per one thousand (1,000) gallons basis and billed as follows: (effective December 1, 2014):

Block 1 \$4.53 per 1,000 gallons

Block 2 \$6.18 per 1,000 gallons

Block 3 \$7.41 per 1,000 gallons

(1) Single-family residential. The block 1 volume is the amount of water used up to 100% of the average winter consumption (AWC) of each respective customer's premises, the AWC being the average volume of water used as measured by the non-irrigation meter readings for the months of September, October, November, December, January and February, and updated in March of each respective year; the block 2 volume is the amount of water used in addition to the block 1 volume up to an additional 40,000 gallons; and the block 3 volume is the volume of water used in excess of the block 1 and block 2 volumes. For new customers that do not have an AWC calculated for their service, an AWC of seven thousand (7,000) gallons shall be used for block 1 volume purposes.

(2) Single-family residential irrigation. Does not include a block 1 volume; the block 2 volume of water is from 1,000 gallons used up to 40,000 gallons; and the block 3 volume is the amount of water used in excess of the block 2 volume.

(3) Multi-family residential, commercial and public. The block 1 volume is the amount of water used up to 100% of the average winter consumption (AWC) of each multi-family residential, commercial and public premises,

respectively, the AWC being the average volume of water used as measured by the non-irrigation meter readings for the months of September, October, November, December, January and February, and updated in March of each respective year; the block 2 volume is the amount of water used in addition to the block 1 volume up to an additional 50% of the AWC (total of block 1 and block 2 is equal to 150% of the AWC); and the block 3 volume is the amount of water used in excess of the block 1 and block 2 volumes.

(4) Nonresidential irrigation. Does not include a block 1 volume; the block 2 volume of water shall be the average monthly use by all non-residential irrigation users by meter size for non-residential irrigation services. The block 3 volume is the volume of water used in excess of block 2 volume.

(5) Schools. All water used will be charged at a block 1 rate.

(6) Wholesale.

(A) The following water volume rate shall be applicable for those federal, state or local governments, governmental agencies or governmental subdivisions that are authorized to purchase water by city ordinance and enter into contracts with the city for wholesale purchases. The Block 1 volume is the amount of water used up to 100% of the average winter consumption ("AWC") of the wholesale customer, the AWC being the average volume of water used as measured by the meter reading for the months of September, October, November, December, January and February, and updated in March of each respective year; the Block 2 volume is the volume of water used in excess of the Block 1 volume up to an additional 200% of the AWC (total of Block 1 and Block 2 is equal to 300% of the AWC); and the Block 3 volume is the amount of water used in excess of the Block 1 and Block 2 volumes. For wholesale customers that do not have an AWC calculated for their service, the AWC shall be established by contract based upon the average volume of water authorized in the contract for delivery in the months of September, October, November, December, January and February. Thereafter, an AWC shall be calculated based upon the volume of water actually used as provided for in this section. Solely for the purposes of wholesale customers, the water volume rate shall be 1.5 times the water volume rate for all other customers as set forth above, as applicable to each block.

(B) Nothing contained herein, absent agreement otherwise by the wholesale customer, shall affect existing valid and subsisting wholesale contracts by and between the city and wholesale customers. Any renewal or extension of such contract, other than renewals and extensions that may be exercised unilaterally by the wholesale customer, shall provide for the rates prescribed in this section.

(C) The rates prescribed herein for wholesale customers reflect the increased cost of service by the city for such customers, including without limitation, costs related to water distribution infrastructure and remote metering and service issues, standby water demands, and the impact of advancing the timing of water supply projects to meet additional water supply demands for wholesale customers.

(7) Fire hydrant. All non-fire use of water from a fire hydrant, including construction use, will be charged at a Block 2 rate as established by this section.

(8) Affordable or average billing. Affordable or average billing may be offered to certain customers by policy approved by the city manager or his designee. The policy shall provide for an averaging methodology that ensures the city shall receive the total amount due over the course of a year, and that has a sign-up period between September and December of each year.

SECTION 3. THAT the Water Volume Charge as set forth in this Ordinance shall be effective for all billings for such services dated on or after December 1, 2014. The Water Base Charge currently in effect shall remain in effect.

SECTION 4. 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 5. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 2014.

Passed by the City Council on second reading this _____, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy E. Sims
Deputy City Attorney

Ordinance-Amend-Water Volume-2014
10.29.14

Water Utility - Rate Model

FUNDING SOURCES	Budget	Forecast				
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Interest Earnings	\$ -	322,217	427,193	519,853	573,144	671,260
Rentals	132,040	133,360	134,694	136,041	137,401	138,775
Junk Sales	117,530	117,530	117,530	117,530	117,530	117,530
Metered Sales	77,690,678	80,288,191	83,775,186	85,089,023	85,944,165	86,807,858
Department Operations	1,690,000	1,723,800	1,758,276	1,793,442	1,829,310	1,865,897
Transfer from Other Funds	131,438	131,994	133,371	133,229	133,868	134,368
Total Revenue Sources	79,761,686	82,717,093	86,346,251	87,789,118	88,735,418	89,735,688
Use of Net Assets	1,361,304	242,945	1,131,092	3,378,621	4,646,591	3,213,700
TOTAL FUNDING SOURCES	\$ 81,122,990	82,960,037	87,477,343	91,167,738	93,382,009	92,949,388

DEPARTMENT LEVEL EXPENSES	Budget	Forecast				
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Compensation	\$ 6,845,117	6,967,254	7,106,599	7,248,731	7,393,705	7,541,579
Benefits	3,523,177	3,738,280	3,955,907	4,192,172	4,448,878	4,728,004
Supplies	2,129,205	2,171,790	2,215,225	2,259,530	2,304,720	2,350,815
Maintenance	3,177,738	3,241,293	3,306,119	3,372,241	3,439,686	3,508,480
Professional Services / Training	980,673	1,000,286	1,020,292	1,040,698	1,061,512	1,082,742
Other Charges	125,578	128,090	130,651	133,264	135,930	138,648
Scheduled Charges	11,475,915	11,667,919	11,863,351	12,062,278	12,264,761	12,470,868
Capital Outlay/Reimbursements	472,000	481,440	491,069	500,890	510,908	521,126
TOTAL DEPARTMENT LEVEL EXPENSES	\$ 28,729,404	29,396,351	30,089,214	30,809,804	31,560,100	32,342,262

FUND LEVEL EXPENSES	Budget	Forecast				
	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Debt Service	\$ 38,136,108	39,521,550	42,816,414	45,853,627	47,071,024	45,605,439
Master Lease	683,012	754,827	842,428	957,493	909,409	855,174
Total Transfers	12,042,287	12,437,309	12,879,287	13,196,814	13,491,476	13,796,513
Transfer to Water Capital	1,532,180	850,000	850,000	350,000	350,000	350,000
TOTAL FUND LEVEL EXPENSES	\$ 52,393,587	53,563,686	57,388,129	60,357,934	61,821,909	60,607,126
TOTAL EXPENSES	\$ 81,122,990	82,960,037	87,477,343	91,167,738	93,382,009	92,949,388

APPROPRIABLE NET ASSETS	Forecast	Budget	Forecast				
	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20
Net Assets	\$ 44,323,573	42,962,270	42,719,325	41,588,233	38,209,613	33,563,022	30,349,322
Less: Reserve for RCWF Transmission Line	-	-	-	-	-	(1,147,621)	(5,265,406)
Less: Net Asset Reserve Policy	(19,466,847)	(19,878,180)	(20,536,338)	(21,417,039)	(21,754,626)	(21,977,719)	(22,203,132)
TOTAL APPROPRIABLE NET ASSETS	\$ 24,856,726	23,084,090	22,182,987	20,171,194	16,454,987	10,437,682	2,880,783

Base Charges

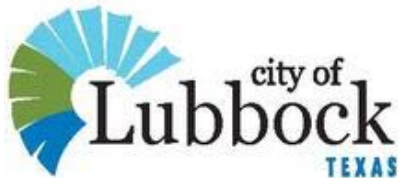
0.75" meter	18.00	18.00	18.00	18.00	18.00	18.00	18.00
1.00" meter	30.05	30.05	30.05	30.05	30.05	30.05	30.05
1.50" meter	59.91	59.91	59.91	59.91	59.91	59.91	59.91
2.00" meter	96.30	96.30	96.30	96.30	96.30	96.30	96.30
3.00" meter	191.97	191.97	191.97	191.97	191.97	191.97	191.97
4.00" meter	299.91	299.91	299.91	299.91	299.91	299.91	299.91
6.00" meter	599.65	599.65	599.65	599.65	599.65	599.65	599.65
8.00" meter	959.47	959.47	959.47	959.47	959.47	959.47	959.47
10.00" meter	1,379.38	1,379.38	1,379.38	1,379.38	1,379.38	1,379.38	1,379.38

Volume Rates

Block 1	4.31	4.53	4.66	4.90	4.90	4.90	4.90
Block 2	5.88	6.18	6.36	6.68	6.68	6.68	6.68
Block 3	7.06	7.41	7.63	8.02	8.02	8.02	8.02

Assumptions

- The proposed rate structure incorporated in this model is subject to change depending on many variables. Some of these variables may include: water volumes, interest rates, commodity prices, inflation rates, the operational impact of new facilities, and changes in the cost or priority of capital projects.
- The estimated growth of expenditures is forecasted at 2-3% unless trends indicate otherwise.



Regular City Council Meeting

6. 4.

Meeting Date: 11/20/2014

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 4 amending the adopted FY 2014-15 budget for municipal purposes respecting the Water Fund to increase expenditures and the Storm Water Fund to increase expenditures; providing for filing; and providing for a savings clause.

Item Summary

I. Amend expenditures in the Water Fund by increasing appropriations in the Water Meter and Customer Service Department by \$89,000 in capital outlay and \$3,000 in supplies, for a total appropriation of \$2,141,395. The increased appropriation will provide for the purchase of uniforms, computers, hand tools, equipment, and two pickup trucks for the additional two water meter service worker positions approved for FY 2014-15.

II. Amend expenditures in the Storm Water Fund by increasing capital outlay in the Storm Water Utility Department by \$30,500, for a total appropriation of \$1,169,360. The increased appropriation will provide for the purchase of a computer, a pickup truck, and small tools for the additional storm water inspector position approved for FY 2014-15.

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 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE WATER FUND TO INCREASE EXPENDITURES AND THE STORM WATER FUND TO INCREASE EXPENDITURES; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #4) for municipal purposes, as follows:

- I. Amend expenditures in the Water Fund by increasing appropriations in the Water Meter and Customer Service Department by \$89,000 in capital outlay and \$3,000 in supplies, for a total appropriation of \$2,141,395.
- II. Amend expenditures in the Storm Water Fund by increasing capital outlay in the Storm Water Utility Department by \$30,500, for a total appropriation of \$1,169,360.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

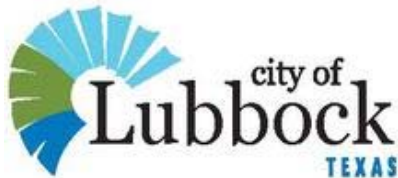


Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney



Regular City Council Meeting

6. 5.

Meeting Date: 11/20/2014

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 5 amending the adopted FY 2014-15 budget for municipal purposes respecting the grant fund to accept and appropriate funding from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) – Direct Purchase of Services Grant; providing for filing; and providing for a savings clause.

Item Summary

- I. Accept and appropriate \$124,145 from TDADS pass-through federal funding from SPAG for the AAA Direct Purchase of Services Grant and appropriate \$40,827 of program revenue, for a total program budget of \$179,409. The grant requires an in-kind match from the City with a value of \$14,437.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 5

Grant Detail Sheet - SPAG AAA-Direct Purchase of Services

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF AGING AND DISABILITY SERVICES (TDADS) PASS-THROUGH FEDERAL FUNDS FROM THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS (SPAG) FOR THE AREA AGENCY ON AGING (AAA) – DIRECT PURCHASE OF SERVICES; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #5) for municipal purposes, as follows:

- I. Accept and appropriate \$124,145 from TDADS pass-through federal funding from SPAG for the AAA Direct Purchase of Services Grant and appropriate \$40,827 of program revenue, for a total program budget of \$179,409.

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:

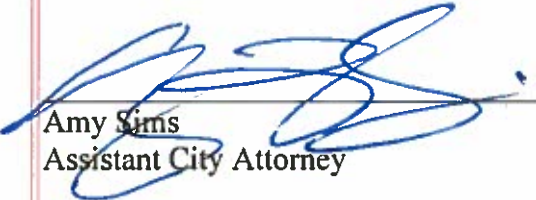
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

**City of Lubbock, TX
Grant Award
New Grant - Budget Detail
November 20, 2014**

Administrative Information:

City Assigned Grant Number:	
Grant Name:	Area Agency on Aging - Direct Purchase of Services
Grant Effective Date:	10/01/2014-09/30/2015
Grant Provider/Agency:	South Plains Association of Governments
Grant Award Amount:	\$ 124,145
Program Income:	40,827
In-Kind City Grant Match:	14,437

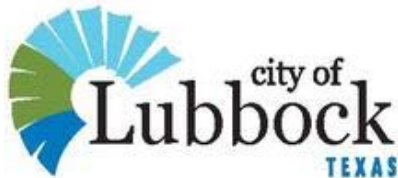
Personnel Information:

of part-time positions funded w/grant 8

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
PT Transportation Aide	\$ 12,285	940	13,225	-
PT Transportation Aide	10,920	835	11,755	-
PT Assistant Center Supervisor	10,270	786	984	10,072
PT Assistant Center Supervisor	10,270	786	3,869	7,186
PT Assistant Center Supervisor	10,578	809	6,263	5,124
PT Assistant Center Supervisor	10,270	786	3,869	7,186
PT Assistant Center Supervisor	10,578	809	3,986	7,402
PT Assistant Center Supervisor	10,270	786	3,869	7,186
Total	\$ 85,441	6,536	47,821	44,156

Budget Information:

Project Detail	Cost
Compensation	\$ 47,821
Professional Services (Meals from Vendor)	131,588
Total Project Amount	\$ 179,409



Regular City Council Meeting

6. 6.

Meeting Date: 11/20/2014

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute an amendment to the Grant Management Agreement between the City of Lubbock and Market Lubbock, Inc. dated January 25, 1996 to reconcile the tax rate in the grant agreement with the approved FY 2014-15 budget.

Item Summary

The City approved Resolution No. 5089, January 25, 1996, authorizing the City and Market Lubbock, Inc. (MLI) to execute a grant agreement wherein the base grant amount was set at three cents of the ad valorem tax rate. The City Council approved an amendment to the agreement in FY 2012-13 that reduced the ad valorem tax rate to 2.937 cents of the City's ad valorem tax rate and an amendment in FY 2013-14 that reduced the tax rate to 2.705 cents of the City's ad valorem tax rate. The FY 2014-15 Operating Budget and Capital Program adjusted this amount for FY 2014-15. This item reconciles the grant agreement with the approved FY 2014-15 budget and sets the grant amount to MLI to an amount equal to 2.315 cents of the City's ad valorem tax rate, less the amount budgeted by the City for Economic Development for FY 2014-15.

Fiscal Impact

The amendment conforms the amount of funding to MLI with the approved FY 2014-15 Operating Budget.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Resolution-Amendment

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to that certain Grant Management Agreement dated January 25, 1996, by and between the City of Lubbock and Market Lubbock Economic Development Corporation, d/b/a Market Lubbock, Inc. and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock, Budget Director

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

vw:ccdcs/RES.Amend Agrmt-MLI
November 11, 2014

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK §

**AMENDMENT TO GRANT MANAGEMENT AGREEMENT BETWEEN
THE CITY OF LUBBOCK AND MARKET LUBBOCK ECONOMIC
DEVELOPMENT CORPORATION, d/b/a MARKET LUBBOCK, INC.**

This Amendment is entered into by the City of Lubbock (referred to herein as “City”), a Home Rule Municipality of Lubbock County, Texas, and Market Lubbock Economic Development Corporation, d/b/a Market Lubbock, Inc. (herein after called “MLI”).

WITNESSETH:

WHEREAS, the City Council of the City of Lubbock approved Resolution No. 5089, January 25, 1996 authorizing the City and MLI to execute a Grant Management Agreement wherein the base grant amount was set at an amount equal to 3 cents of the City’s ad valorem tax rate; and

WHEREAS, the City Council on September 26, 2013 adjusted this amount for the Fiscal Year 2013-2014 to 2.705 cents of the City’s ad valorem tax rate; and

WHEREAS, the City Council approved Budget Ordinance 2014-O0122 adjusting this amount for the Fiscal Year 2014-2015; and

WHEREAS, City and MLI desire to conform the Grant Management Agreement to this adjustment by amending the Agreement as described herein;

NOW THEREFORE, City and MLI agree to the following amendment:

ARTICLE II, Section 2.03(a) is amended to read as follows:

“2.03. Grant Terms.

- (a) **Grant Amount.** The base grant amount shall be an amount equivalent to 2.315 cents of the City’s ad valorem tax rate less the amount budgeted by the City for Economic Development for the current year. Additionally, the City of Lubbock may from time to time make separate grants of funds for specific projects which grants shall be in addition to the amounts described above.

Annual Payment. All funds payable to MLI with respect to any fiscal year shall be paid in four (4) equal quarterly installments, on October 1, January 1, April 1, and June 1 of each fiscal year, beginning October 1, 2014, or as may be subsequently determined by City and MLI. Upon receipt of such funds, MLI shall deposit the same in a separate account established by MLI for that purpose at a federally-insured state or national bank or other savings institution in Lubbock, Texas. At MLI's option, such account may be an interest-bearing account, in which case all interest accrued thereon shall be used by MLI only for the purposes described in this Agreement in accordance with the terms of a budget approved by City."

Executed this _____ day of _____, 2014.

CITY OF LUBBOCK

MARKET LUBBOCK ECONOMIC
DEVELOPMENT CORPORATION,
d/b/a MARKET LUBBOCK, INC.

GLEN C. ROBERTSON, MAYOR



BY: JOHN OSBORNE, CEO

Date: _____

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

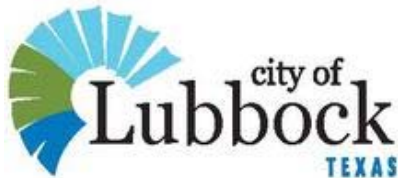


Cheryl Brock,
Budget Director

APPROVED AS TO FORM:



Amy L. Sims
Assistant City Attorney



Regular City Council Meeting

6. 7.

Meeting Date: 11/20/2014

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute a Notice and Acknowledgment of Assignment and Sale with Banc of America Public Capital Corp for rights, title and interest into and under Appendix No. 11076-24, Part 1 Equipment List in the amount of \$3,722,103.36 and Part 2 Payment Schedule to the Master Lease Agreement to Clayton Holdings, LLC.

Item Summary

On September 29, 2014, the City executed Master Lease Appendix 11076-24 with Banc of America Public Capital Corp (BAPCC). BAPCC requested permission to assign and sell the Master Lease Appendix to Clayton Holdings, LLC. The principal amount of the appendix to the Master Lease totals \$3,722,103.36.

Fiscal Impact

There is no fiscal impact to the City related to the assignment and sale.

Staff/Board Recommending

Pamela Moon, CPA
Executive Director of Finance

Attachments

Resolution - Assignment of Master Lease

Assignment Agreement

Master Lease Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Notice and Acknowledgement of Assignment dated as of November 20, 2014, between Banc of America Public Capital Corp ("Assignor") and Clayton Holdings, LLC ("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 _____, 2014

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Pam Moon, Executive Director of Finance

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES. Agrmnt-Banc of America Public Capital Corp
11.4.14

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT
Dated November _____, 2014

Banc of America Public Capital Corp ("Assignor") hereby gives notice that it has assigned and sold to Clayton Holdings, LLC ("Assignee") all of Assignor's right, title and interest in, to and under Appendix No. 11076-24, Part 1 Equipment List in the amount of \$3,722,103.36 and Part 2 Revised 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:	\$209,815.51
Total Amount of Rents Remaining:	\$4,196,310.20
Frequency of Rental Payments:	Semi-annual
Next Rental Payment Due:	February 15, 2015

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):

Clayton Holdings, LLC
8000 Forsyth Boulevard, Ste 510
Saint Louis, MO 63105

**[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: Pamela Moon

Name: Pamela Moon
Title: Executive Director of Finance

ASSIGNOR:
Banc of America Public Capital Corp

By: [Signature]
Name: Michael T Spiva
Title: Authorized Agent

LESSEE:
City of Lubbock, Texas

By: _____

Name: Pamela Moon
Title: Executive Director of Finance

APPROVED AS TO FORM:

By: [Signature]

Name: Amy Sims
Title: Deputy City Attorney

ASSIGNEE:
Clayton Holdings, LLC

By: Bill Mulder
Name: Bill Mulder
Title: Officer

MASTER LEASE AGREEMENT

*City of Lubbock Contract Number 11076 dated as of February 28, 2013
Appendix Number 11076-24 as of September 29, 2014.*

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.

Schedule 24 - 10 Year Term

ITEM DESCRIPTION	QT Y	UNIT PRICE	TOTAL PRICE	TERM
Custom Dump Bed for 1GB3CZCG3DF207300	1	5,584.95	\$5,584.95	10
Custom Dump Bed for 1GB4KZCG0DF213532	1	5,584.95	5,584.95	10
Custom Dump Bed for 1GB3CZCG9DF204319	1	5,584.95	5,584.95	10
Basic Service Body for 1FT8X3A69DEB30502	1	6,293.75	6,293.75	10
Rehabilitation Vehicle	1	32,113.00	32,113.00	10
Trailer	1	51,345.00	51,345.00	10
Trailer	1	51,345.00	51,345.00	10
110' Aerial Truck	1	165,026.00	165,026.00	10
110' Aerial Truck	1	206,151.00	206,151.00	10
110' Aerial Truck	1	265,746.00	265,746.00	10
110' Aerial Truck	1	352.00	352.00	10
75' Quint	1	205,799.00	205,799.00	10
75' Quint	1	165,026.00	165,026.00	10
75' Quint	1	265,746.00	265,746.00	10
1250 Pumper Rosenbauer	1	253,370.00	253,370.00	10
1250 Pumper Rosenbauer	1	190,400.00	190,400.00	10
1250 Pumper Rosenbauer	1	239,949.00	239,949.00	10

2013 CHEV SIL 3/4TNPU	1	29,081.00	29,081.00	10
2013 CHEV SIL3500 1TON CREW	1	27,324.00	27,324.00	10
2013 CHEV SIL3500 1TON CREW PU	1	27,324.00	27,324.00	10
Duel Tandem Dump Truck	1	96,559.00	96,559.00	10
12 CY Dump Truck	1	155,320.00	155,320.00	10
Dump Truck	1	104,469.00	104,469.00	10
1/2 Ton Truck, 4x4	1	26,371.00	26,371.00	10
20k GVWR Platform Bucket Truck	1	111,633.00	111,633.00	10
2013 TENNANT M20 SCRUBBER/SWEE	1	51,624.48	51,624.48	10
2014 CATERPILLAR TH407C	1	96,355.00	96,355.00	10
2014 FREIGHTLINER 114SD	1	146,986.00	146,986.00	10
2014 FREIGHTLINER M79050	1	89,607.00	89,607.00	10
H12 Center Pivot 1170'	1	68,636.82	68,636.82	10
H15 Center Pivot 1202'	1	69,813.00	69,813.00	10
H8 Center Pivot 1276'	1	74,458.23	74,458.23	10
H13 Center Pivot 1137'	1	65,170.31	65,170.31	10
Scale Weighing System	1	13,134.50	13,134.50	10
Scale Weighing System	1	13,134.50	13,134.50	10
Loader; Pneumatic	1	151,641.00	151,641.00	10
Cargo Van; Crime Scene Van - 2014 FORD 250 ECONOLINE VAN	1	38,579.85	38,579.85	10
Enclosed Trailer; Cargo Trailer	1	5,750.00	5,750.00	10
2014 PJ 18FT TILT BED TRAILER	1	5,767.00	5,767.00	10
2014 PJ 18FT TILT BED TRAILER	1	5,767.00	5,767.00	10
Swenson Model EVA 10015-84-48 Sand Spreader	1	14,687.50	14,687.50	10
Pump Trailer; Godwin Pump CD 150	1	43,206.00	43,206.00	10
20ft Utility Trailer; Landscape Trailer - 2014 DIAMONDC 9RLS UTILITY TAN	1	4,655.00	4,655.00	10
Bobcat Loader - 2014 JOHNDEERE 318E SKID STELO	1	31,832.57	31,832.57	10

Carbon Fiber 30-min SCBA Air Cylinders	5	990.00	4,950.00	10
Carbon Fiber 30-min SCBA Air Cylinders	5	990.00	4,950.00	10
Carbon Fiber 30-min SCBA Air Cylinders	5	990.00	4,950.00	10
Carbon Fiber 30-min SCBA Air Cylinders	5	990.00	4,950.00	10
Thermal Imaging Cameras	1	9,000.00	9,000.00	10
Thermal Imaging Cameras	1	9,000.00	9,000.00	10
Total Schedule			\$3,722,103.36	

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 11076-24 as of September 29, 2014.

PART 1 (continued)

LESSEE:
CITY OF LUBBOCK, TEXAS
By: [Signature]
Name: Glen C. Robertson
Title: Mayor
Financing Request Date: September 30, 2014

LESSOR: BANC OF AMERICA
PUBLIC CAPITAL CORP
By: [Signature]
Name: BRIDGETT ARWOLD
Title: Authorized Agent
Date of Approval: 9/30/14

LESSEE:
CITY OF LUBBOCK, TEXAS
By: [Signature]
Name: Pamela Moon, CPA
Title: Executive Director of Finance
Financing Request Date: September 30, 2014

Address for Invoices: City of Lubbock, PO Box 2000, Lubbock, TX 79457

MASTER LEASE AGREEMENT

*City of Lubbock Contract Number 11076 dated as of February 28, 2013
Appendix Number 11076-24 as of September 29, 2014.*

PART 2

REVISED PAYMENT SCHEDULE

The principal amount to be financed for the Equipment shown on Appendix 11076-24 - Part 1 is \$3,722,103.36. The amount of interest to be paid for the Equipment shown on Appendix 11076-24 - Part 2 is \$474,206.91. The rental payments for the Equipment shown on Appendix 11076-24 - Part 1 will be due in accord with the following payment schedule:

Debt Service Number	Debt Service Date	Debt Service Amount	Interest 2.4000%	Principal	Balance
0	9/30/2014	-	-	-	3,722,103.36
1	2/15/2015	209,815.51	33,498.93	176,316.58	3,545,786.78
2	8/15/2015	209,815.51	42,549.44	167,266.07	3,378,520.70
3	2/15/2016	209,815.51	40,542.25	169,273.26	3,209,247.44
4	8/15/2016	209,815.51	38,510.97	171,304.54	3,037,942.90
5	2/15/2017	209,815.51	36,455.31	173,360.20	2,864,582.70
6	8/15/2017	209,815.51	34,374.99	175,440.52	2,689,142.18
7	2/15/2018	209,815.51	32,269.71	177,545.81	2,511,596.37
8	8/15/2018	209,815.51	30,139.16	179,676.36	2,331,920.01
9	2/15/2019	209,815.51	27,983.04	181,832.47	2,150,087.54
10	8/15/2019	209,815.51	25,801.05	184,014.46	1,966,073.08
11	2/15/2020	209,815.51	23,592.88	186,222.64	1,779,850.44
12	8/15/2020	209,815.51	21,358.21	188,457.31	1,591,393.13
13	2/15/2021	209,815.51	19,096.72	190,718.80	1,400,674.33
14	8/15/2021	209,815.51	16,808.09	193,007.42	1,207,666.91
15	2/15/2022	209,815.51	14,492.00	195,323.51	1,012,343.40
16	8/15/2022	209,815.51	12,148.12	197,667.39	814,676.01
17	2/15/2023	209,815.51	9,776.11	200,039.40	614,636.61
18	8/15/2023	209,815.51	7,375.64	202,439.87	412,196.74
19	2/15/2024	209,815.51	4,946.36	204,869.15	207,327.58
20	8/15/2024	209,815.51	2,487.93	207,327.58	0.00
TOTAL		4,196,310.27	474,206.91	3,722,103.36	

The interest on this Appendix will accrue from the Lessor Payment Date of September 30, 2014 at a rate per annum of 2.40% 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 11076-24 as of September 29, 2014.*

PART 2 (continued)

LESSEE:

CITY OF LUBBOCK, TEXAS

By: 

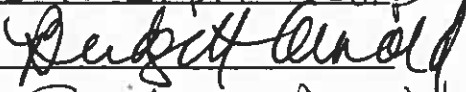
Name: Glen C. Robertson

Title: Mayor

Date: September 29, 2014

LESSOR: BANK OF AMERICA

PUBLIC CAPITAL CORP

By: 

Name: Bridgett Arnold

Title: Authorized Agent

Date: 9/30/14

LESSEE:

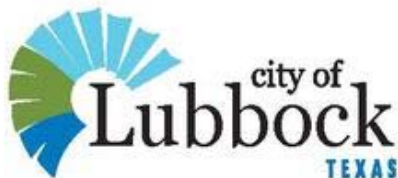
CITY OF LUBBOCK, TEXAS

By: 

Name: Pamela Moon, CPA

Title: Executive Director of Finance

Date: September 29, 2014



Regular City Council Meeting

6. 8.

Meeting Date: 11/20/2014

Information

Agenda Item

Resolution - Public Works: Consider a resolution authorizing the Mayor to execute contract 12039 with Chameleon Industries, Inc. and contract 12094 with Brenntag Southwest, Inc. for liquid Aluminum Sulfate/Polymer Blend, ITB 14-12039-KS.

Item Summary

The City of Lubbock North Water Treatment Plant uses a liquid aluminum sulfate/polymer blend as a coagulant in the water treatment process. This coagulant is injected into the water near the beginning of the treatment process and aids in turbidity removal. This specialized product is critical to ensure that our treatment processes comply with TCEQ rules and regulations. In addition, it is necessary to ensure safe water is being produced and delivered to our customers. Approximately 822 tons of liquid aluminum sulfate/polymer blend is used annually by the City of Lubbock at the North Water Treatment Plant.

Bids were received from the following companies:

Chameleon Industries, Inc., Mesquite, TX

Brenntag Southwest, Inc., Houston, TX

A tabulation sheet is provided.

The evaluation committee recommends that contracts be awarded Chameleon Industries, Inc. of Mesquite, Texas as the primary vendor and Brenntag Southwest, Inc. of Houston, Texas as the secondary vendor. Awarding contracts to both vendors will allow flexibility in the product being used in the event of a major change in the quality of raw water received at the North Treatment Plant. The North Treatment Plant has been treating a blend of water from Lake Meredith and the Roberts County Well Field. In addition, awarding contracts to both vendors should result in more competitive pricing when prices are evaluated at four month intervals as stated in the specifications included in the contracts.

Fiscal Impact

\$598,297 was appropriated in FY 2014-15 Budget for the purchase of this chemical.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Contract - Chameleon

Resolution & Contract - Brenntag Southwest, Inc

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12039 for aluminum sulfate/polymer blend, by and between the City of Lubbock and Chameleon Industries, Inc., of Mesquite, Texas, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.Contract-Chameleon Industries, Inc
10.23.14

**City of Lubbock, TX
Contract for Services
Aluminum Sulfate/Polymer Blend**

THIS CONTRACT made and entered into this 20th day of November, 2014, by and between the City of Lubbock ("City"), and Chameleon Industries, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Aluminum Sulfate/Polymer Blend 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 Aluminum Sulfate/Polymer Blend.

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, Aluminum Sulfate/Polymer Blend and more specifically referred to as Items 1-4 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 thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	<u>1,000,000</u>
Commercial General Liability Combined Single Limit General Aggregate Products-Comp/Op AGG Personal & Adv. Injury Contractual Liability	<u>1,000,000</u>
Automotive Liability Combined Single Limit Any Auto	<u>1,000,000</u>
Workers Compensation Or Employer's 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 non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
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. 14-12039-KS, 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

CONTRACTOR

Glen C. Robertson, Mayor

BY J. L. Bay
Authorized Representative

ATTEST:

F. I. Garza
Print Name

Rebecca Garza, City Secretary

PO Box 853027
Address

APPROVED AS TO CONTENT:

Mesquite, TX 75185
City, State, Zip Code

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

APPROVED AS TO FORM:

Amy Sims
Amy Sims, Assistant City Attorney

**City of Lubbock, TX
Aluminum Sulfate/Polymer Blend
ITB 14-12039-KS**

Specification

1. Intent

It is the intent of these specifications to describe the aluminum sulfate/polymer blends to be used as a coagulant at the City of Lubbock Water Treatment Plant.

2. Product Specification

The aluminum sulfate/polymer blend purchased for use at the City of Lubbock Water Treatment Plant shall contain no soluble inorganic or organic substances capable of producing deleterious or injurious effects upon the health of those consuming the water, or that would otherwise render it unfit for public consumption. The aluminum sulfate/polymer blend must have NSF/ANSI Certification for use in potable water treatment plants. Bidder shall submit a certificate of analysis which will include the specific gravity and pH. The City will require the product to have a pH in the range of 1.3 to 2.8 (slightly more stringent than AWWA Standard). The material safety data sheets (MSDS) for the product shall also be submitted with the bid. Due to the fact that successful aluminum sulfate/polymer blends are 90% or more aluminum sulfate by weight, it is preferable that the bidders be a manufacturer of liquid aluminum sulfate. If the successful bidder is not a manufacturer of aluminum sulfate, bidder must provide a copy of a legal contract between the bidder and the aluminum sulfate manufacturer that will be used to produce the blend. In any event, all products used must have NSF/ANSI certification for use in drinking water treatment plants. The same aluminum sulfate manufacturer must be used throughout the term of the contract. Throughout the term of the contract, the successful bidder may not change the formulation of the aluminum sulfate/polymer blend in any way without the express written consent of the Water Production & Treatment Superintendent. No exceptions, an unauthorized change in the formulation of the product will result in contract termination.

3. Product Performance

Products to be considered for bid will be tested by the manufacturer using standard jar testing methods at the City's site. The test results must include settled water and final water turbidities, pH and temperature. A sample of the product being tested will be left at the facility for additional jar testing by Operations personnel, if additional pilot plant testing is necessary an additional amount of sample will be required. At the City's discretion full plant testing will be required based on results of previous tests; the City will pay for a full delivery (approximately 48,000 lbs.) at the price submitted in the bid document to conduct full plant testing. Water Treatment Operations personnel will evaluate product performance based on settled water quality, pH, filter effluent turbidities, and cost effectiveness. Bidders must submit a list with a minimum of three (3) potable water treatment plants with phone numbers and contact persons that are currently using the product. References will be thoroughly checked and will figure prominently into the selection of a successful bidder.

4. Product Quality Per Load

Upon delivery of each load of product, the transport driver must present a certificate of analysis containing specific gravity and pH. As stated in the product specifications, the pH must be within the range of 1.3 to 2.8. Plant operations staff will also perform specific gravity and pH analyses on the product in the presence of the transport driver. A delivered product that exhibits any unusual color or appearance compared to previous acceptable deliveries will be refused, as will deliveries containing any form of foreign material. If the product meets the required minimum standards, the product may then be off loaded into the storage tanks. If desired, the vendor may provide their own hydrometer and perform an additional specific gravity analysis in the presence of the plant operations staff. In the event the product does not meet the required minimum standards, the load will be refused and the vendor must provide another acceptable load within forty eight (48) hours. No additional freight or shipping charges shall be assessed by vendor.

5. **Technical Support**

Vendor shall provide acceptable technical support and response time whenever problems are encountered relating to product use and/or performance. Acceptable technical support will include routine site visits at least every three (3) months to perform jar testing and consulting with operations staff on any questions or problems with the product. A telephone response time of one (1) business day is required of vendor in cases of product performance problems. A site visit by the vendor may be requested by the owner if owner feels it is necessary to solve any significant problem related to product performance. If a non-routine site visit is requested, the vendor will have five (5) business days to respond and arrive on-site. If at any time during the duration of the contract a significant change in the source water is experienced, including major changes related to the ground water to surface water ratio of the owners blended raw water source, vendor will have five (5) business days to respond and arrive on-site to test and evaluate current process and recommend changes in the product if needed. All technical support will be at no cost to the owner.

6. **Bid Acceptance**

Product performance will be required to meet optimum quality results for settled and effluent water. The evaluation of bids will include a set of water quality parameters that must be met through the above outlined testing procedures. The bid will be awarded based on water quality and overall visual plant performance, cost effectiveness, and reference checks.

7. **Quantities And Pricing**

The anticipated annual consumption of an aluminum sulfate/polymer blend for coagulant use is 822 tons more or less. Prices quoted for product shall be FOB North Lubbock Water Plant, 6001 North Guava, Lubbock, Texas. Pricing shall be firm for a period one (1) year, with the option of two (2), one (1) year extensions. Written consent from both parties is required for all price adjustments. Listed quantities are estimates only for pricing purposes. Actual usage may vary.

8. **Delivery / Security**

Successful vendor shall be required to deliver the product to the Lubbock Water Treatment Plant in bulk tank truck within five (5) days after order is placed. Unloading to plant storage tanks is to be performed by the driver under the direction of operations personnel. Successful vendor shall provide any and all special equipment necessary to perform unloading at no cost to the City of Lubbock. All deliveries will be unloaded between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday. No exceptions will be made unless prior approval is agreed upon with the water treatment plant's operations personnel. The transporter is required to furnish certified, dated, and stamped weight tickets with each load of product, before and after unloading. All delivery people will display photo security ID upon arrival at the site. All delivery vehicles shall meet OSHA and DOT regulations and be operated in a safe manner while on site.

All delivery personnel will be identified by the vendor before arrival at the site; preferably at the time an order is placed. Upon arrival at the Water Treatment Plant, delivery personnel will check in at the main building before proceeding to the unloading site. The driver will be met at the security gate by plant personnel and must present photo identification. All shipments shall be sealed and the seal will be broken only in the presence of the plant representative. If any of the security measures are violated, the shipment will be refused.

9. **Supplemental Additive Specification**

Buyer requests the option of having copper sulfate, containing at least 99% $\text{CuSO}_4 \cdot 5\text{H}_2\text{O}$, added to the Aluminum Sulfate/Polymer blend. The copper sulfate must have NSF Certification for use in potable water treatment plants. The copper sulfate would be added per load at the buyer's request to control algae growth. Algae growth occurs when the water reaches a temperature of 72°F. The yearly average of this temperature is between the middle of April to the end of September. The amount of additive will be based on the coagulant feed rate at the time the load was ordered and would be determined by the operations staff, a 2.0% copper sulfate additive is to be expected.

Revised Bid Form 2
BID FORM
Aluminum Sulfate/Polymer Blend
City of Lubbock, TX
ITB 14-12039-KS

In compliance with the Invitation to Bid 14-12039-KS, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 14-12039-KS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	DESCRIPTION	Qty (+/-)	UNIT OF MEASURE	UNIT PRICE* BID	EXTENDED COST
1.	Hydrate Aluminum Sulfate/Polymer Blend	822	TON	\$ 181 ⁰¹ / ₂	148,782 ⁰⁰ / ₂₄
2.	Hydrate Aluminum Sulfate/Polymer Blend with 1% Copper Sulfate Additive	822	TON	201 ⁰¹ / ₂	165,222 ⁰⁰ / ₂₄
3.	Hydrate Aluminum Sulfate/Polymer Blend with 2% Copper Sulfate Additive	822	TON	221 ⁰¹ / ₂	181,662 ⁰⁰ / ₂₄
4.	Hydrate Aluminum Sulfate/Polymer Blend with 3% Copper Sulfate Additive	822	TON	241 ⁰¹ / ₂	198,102 ⁰⁰ / ₂₄
5.	Bauxite Aluminum Sulfate/Polymer Blend	822	TON	X	
6.	Bauxite Aluminum Sulfate/Polymer Blend with 1% Copper Sulfate Additive	822	TON	X	
7.	Bauxite Aluminum Sulfate/Polymer Blend with 2% Copper Sulfate Additive	822	TON	X	
8.	Bauxite Aluminum Sulfate/Polymer Blend with 3% Copper Sulfate Additive	822	TON	X	

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

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

The City of Lubbock is seeking a contract for aluminum sulfate/polymer blend with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the

Revised Bid Form 2

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 Chameleon Industries corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Chameleon Industries, Inc.
 Address: P.O. Box 853027
 City: MESQUITE, TX 78 State: TX Zip: 75185-3027

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 9/24/14 Addenda No. _____ Date _____
 Addenda No. 2 Date 9/26/14 Addenda No. _____ Date _____

M/WBE Firm:	<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
	<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

By J. I. Garza Date: 10/14/14
 Authorized Representative - must sign by hand

Officer Name and Title: F. I. Garza, President
 Please Print

Revised Bid Form 2

Business Telephone Number 972-880-1493 FAX: 972-692-8642

E-mail Address: figarza@hotmail.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.

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. 12094 for aluminum surface/polymer blend services, by and between the City of Lubbock and Brenntag Southwest, Inc., of Houston, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

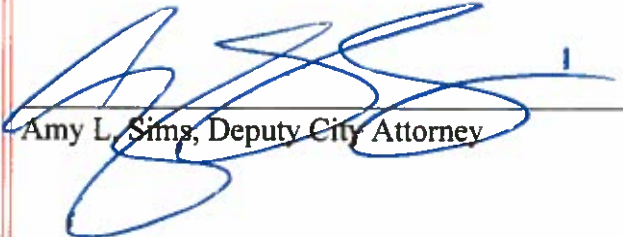
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES. Contract-Brenntag Southwest, Inc
10.23.14

**City of Lubbock, TX
Contract for Services
Aluminum Sulfate/Polymer Blend**

THIS CONTRACT made and entered into this 20th day of November, 2014, by and between the City of Lubbock ("City"), and Brenntag Southwest, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Aluminum Sulfate/Polymer Blend 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 Aluminum Sulfate/Polymer Blend.

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, Aluminum Sulfate/Polymer Blend and more specifically referred to as Items 1-4 on the bid submitted by the Contractor or in the specifications attached hereto, as a secondary source.
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 thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	<u>1,000,000</u>
Commercial General Liability Combined Single Limit General Aggregate Products-Comp/Op AGG Personal & Adv. Injury Contractual Liability	<u>1,000,000</u>
Automotive Liability Combined Single Limit Any Auto	<u>1,000,000</u>
Workers Compensation Or Employer's 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 non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
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. 14-12039-KS, 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

CONTRACTOR

Glen C. Robertson, Mayor

BY 
Authorized Representative

ATTEST:

James H. Taylor - President

Print Name

Rebecca Garza, City Secretary

1632 Haden Road

Address

APPROVED AS TO CONTENT:


Houston, Texas 77015

City, State, Zip Code



Aubrey Spears, P.E.
Director of Water Utilities

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

**City of Lubbock, TX
Aluminum Sulfate/Polymer Blend
ITB 14-12039-KS**

Specification

1. Intent

It is the intent of these specifications to describe the aluminum sulfate/polymer blends to be used as a coagulant at the City of Lubbock Water Treatment Plant.

2. Product Specification

The aluminum sulfate/polymer blend purchased for use at the City of Lubbock Water Treatment Plant shall contain no soluble inorganic or organic substances capable of producing deleterious or injurious effects upon the health of those consuming the water, or that would otherwise render it unfit for public consumption. The aluminum sulfate/polymer blend must have NSF/ANSI Certification for use in potable water treatment plants. Bidder shall submit a certificate of analysis which will include the specific gravity and pH. The City will require the product to have a pH in the range of 1.3 to 2.8 (slightly more stringent than AWWA Standard). The material safety data sheets (MSDS) for the product shall also be submitted with the bid. Due to the fact that successful aluminum sulfate/polymer blends are 90% or more aluminum sulfate by weight, it is preferable that the bidders be a manufacturer of liquid aluminum sulfate. If the successful bidder is not a manufacturer of aluminum sulfate, bidder must provide a copy of a legal contract between the bidder and the aluminum sulfate manufacturer that will be used to produce the blend. In any event, all products used must have NSF/ANSI certification for use in drinking water treatment plants. The same aluminum sulfate manufacturer must be used throughout the term of the contract. Throughout the term of the contract, the successful bidder may not change the formulation of the aluminum sulfate/polymer blend in any way without the express written consent of the Water Production & Treatment Superintendent. No exceptions, an unauthorized change in the formulation of the product will result in contract termination.

3. Product Performance

Products to be considered for bid will be tested by the manufacturer using standard jar testing methods at the City's site. The test results must include settled water and final water turbidities, pH and temperature. A sample of the product being tested will be left at the facility for additional jar testing by Operations personnel, if additional pilot plant testing is necessary an additional amount of sample will be required. At the City's discretion full plant testing will be required based on results of previous tests; the City will pay for a full delivery (approximately 48,000 lbs.) at the price submitted in the bid document to conduct full plant testing. Water Treatment Operations personnel will evaluate product performance based on settled water quality, pH, filter effluent turbidities, and cost effectiveness. Bidders must submit a list with a minimum of three (3) potable water treatment plants with phone numbers and contact persons that are currently using the product. References will be thoroughly checked and will figure prominently into the selection of a successful bidder.

4. Product Quality Per Load

Upon delivery of each load of product, the transport driver must present a certificate of analysis containing specific gravity and pH. As stated in the product specifications, the pH must be within the range of 1.3 to 2.8. Plant operations staff will also perform specific gravity and pH analyses on the product in the presence of the transport driver. A delivered product that exhibits any unusual color or appearance compared to previous acceptable deliveries will be refused, as will deliveries containing any form of foreign material. If the product meets the required minimum standards, the product may then be off loaded into the storage tanks. If desired, the vendor may provide their own hydrometer and perform an additional specific gravity analysis in the presence of the plant operations staff. In the event the product does not meet the required minimum standards, the load will be refused and the vendor must provide another acceptable load within forty eight (48) hours. No additional freight or shipping charges shall be assessed by vendor.

5. **Technical Support**

Vendor shall provide acceptable technical support and response time whenever problems are encountered relating to product use and/or performance. Acceptable technical support will include routine site visits at least every three (3) months to perform jar testing and consulting with operations staff on any questions or problems with the product. A telephone response time of one (1) business day is required of vendor in cases of product performance problems. A site visit by the vendor may be requested by the owner if owner feels it is necessary to solve any significant problem related to product performance. If a non-routine site visit is requested, the vendor will have five (5) business days to respond and arrive on-site. If at any time during the duration of the contract a significant change in the source water is experienced, including major changes related to the ground water to surface water ratio of the owners blended raw water source, vendor will have five (5) business days to respond and arrive on-site to test and evaluate current process and recommend changes in the product if needed. All technical support will be at no cost to the owner.

6. **Bid Acceptance**

Product performance will be required to meet optimum quality results for settled and effluent water. The evaluation of bids will include a set of water quality parameters that must be met through the above outlined testing procedures. The bid will be awarded based on water quality and overall visual plant performance, cost effectiveness, and reference checks.

7. **Quantities And Pricing**

The anticipated annual consumption of an aluminum sulfate/polymer blend for coagulant use is 822 tons more or less. Prices quoted for product shall be FOB North Lubbock Water Plant, 6001 North Guava, Lubbock, Texas. Pricing shall be firm for a period one (1) year, with the option of two (2), one (1) year extensions. Written consent from both parties is required for all price adjustments. Listed quantities are estimates only for pricing purposes. Actual usage may vary.

8. **Delivery / Security**

Successful vendor shall be required to deliver the product to the Lubbock Water Treatment Plant in bulk tank truck within five (5) days after order is placed. Unloading to plant storage tanks is to be performed by the driver under the direction of operations personnel. Successful vendor shall provide any and all special equipment necessary to perform unloading at no cost to the City of Lubbock. All deliveries will be unloaded between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday. No exceptions will be made unless prior approval is agreed upon with the water treatment plant's operations personnel. The transporter is required to furnish certified, dated, and stamped weight tickets with each load of product, before and after unloading. All delivery people will display photo security ID upon arrival at the site. All delivery vehicles shall meet OSHA and DOT regulations and be operated in a safe manner while on site.

All delivery personnel will be identified by the vendor before arrival at the site; preferably at the time an order is placed. Upon arrival at the Water Treatment Plant, delivery personnel will check in at the main building before proceeding to the unloading site. The driver will be met at the security gate by plant personnel and must present photo identification. All shipments shall be sealed and the seal will be broken only in the presence of the plant representative. If any of the security measures are violated, the shipment will be refused.

9. **Supplemental Additive Specification**

Buyer requests the option of having copper sulfate, containing at least 99% $\text{CuSO}_4 \cdot 5\text{H}_2\text{O}$, added to the Aluminum Sulfate/Polymer blend. The copper sulfate must have NSF Certification for use in potable water treatment plants. The copper sulfate would be added per load at the buyer's request to control algae growth. Algae growth occurs when the water reaches a temperature of 72°F. The yearly average of this temperature is between the middle of April to the end of September. The amount of additive will be based on the coagulant feed rate at the time the load was ordered and would be determined by the operations staff, a 2.0% copper sulfate additive is to be expected.

**Revised Bid Form 2
 BID FORM
 Aluminum Sulfate/Polymer Blend
 City of Lubbock, TX
 ITB 14-12039-KS**

In compliance with the Invitation to Bid 14-12039-KS, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 14-12039-KS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	DESCRIPTION	Qty (+/-)	UNIT OF MEASURE	UNIT PRICE* BID	EXTENDED COST
1.	Hydrate Aluminum Sulfate/Polymer Blend	822	TON	\$ 372.00/Ton	\$305,784.00
2.	Hydrate Aluminum Sulfate/Polymer Blend with 1% Copper Sulfate Additive	822	TON	\$ 415.60/Ton	\$341,623.20
3.	Hydrate Aluminum Sulfate/Polymer Blend with 2% Copper Sulfate Additive	822	TON	\$ 449.20/Ton	\$369,242.40
4.	Hydrate Aluminum Sulfate/Polymer Blend with 3% Copper Sulfate Additive	822	TON	\$ 477.60/Ton	\$392,587.20
5.	Bauxite Aluminum Sulfate/Polymer Blend	822	TON	\$ 372.00/Ton	\$305,784.00
6.	Bauxite Aluminum Sulfate/Polymer Blend with 1% Copper Sulfate Additive	822	TON	\$ 415.60/Ton	\$341,623.20
7.	Bauxite Aluminum Sulfate/Polymer Blend with 2% Copper Sulfate Additive	822	TON	\$ 449.20/Ton	\$369,242.40
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*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed

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

The City of Lubbock is seeking a contract for aluminum sulfate/polymer blend with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the

Revised Bid Form 2

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 Brenntag Southwest, Inc. 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: Brenntag Southwest, Inc.

Address: 1632 Haden Road

City: Houston State: Texas Zip 77015

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 9/24/2014 Addenda No. _____ Date _____
 Addenda No. 2 Date 9/26/2014 Addenda No. _____ Date _____

M/WBE Firm:	<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
	<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

By James H. Taylor Date: 10/2/14
 Authorized Representative - must sign by hand

Officer Name and Title: James H. Taylor - President
 Please Print

Revised Bid Form 2

Business Telephone Number (713) 330-8570 FAX: (713) 450-4699

E-mail Address: gtollefsen@brenntag.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.

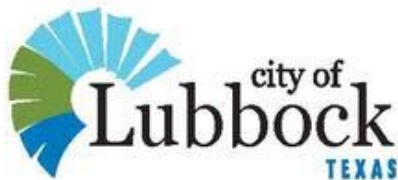
LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

City of Lubbock, TX
Water Treatment
Bid Tabulation
November 20, 2014

ITB 14-12039-KS
Aluminum Sulfate/Polymer Blend

Item	U/M	Qty	Description/Vendor	Location	Unit Cost	Extended Cost
1	EA	822	Hydrate Aluminum Sulfate/Polymer Blend			
			Chameleon Industries, Inc	Mesquite, TX	181	148,782
			Brenntag Southwest, Inc	Houston, TX	372	305,784
2	EA	822	Hydrate Aluminum Sulfate/Polymer Blend with 1% Copper			
			Chameleon Industries, Inc	Mesquite, TX	201	165,222
			Brenntag Southwest, Inc	Houston, TX	416	341,623
3	EA	822	Hydrate Aluminum Sulfate/Polymer Blend with 2% Copper			
			Chameleon Industries, Inc	Mesquite, TX	221	181,662
			Brenntag Southwest, Inc	Houston, TX	449	369,242
4	EA	822	Hydrate Aluminum Sulfate/Polymer Blend with 3% Copper			
			Chameleon Industries, Inc	Mesquite, TX	241	198,102
			Brenntag Southwest, Inc	Houston, TX	478	392,587

NO BID
Univar USA Inc.
Geo Specialty
Sterling Water Technologies LLC



Regular City Council Meeting

6. 9.

Meeting Date: 11/20/2014

Information

Agenda Item

Resolution – Public Works: Consider a resolution authorizing the Mayor to execute contract 12068 with R.E. Janes Gravel Co. for sand, rock, and gravel, ITB 15-12068-DG.

Item Summary

The contract establishes annual pricing for the purchase of sand, rock, gravel, and related materials used by the Street Department for the maintenance of paved and unpaved streets and alleys. This contract will allow us to continue that maintenance.

The contract is awarded by unit price. The total amount of the award is based on estimated quantities and actual expenditures which may be more or less depending on actual needs. The price per unit will not change and expenditures will not exceed appropriated funds. The contract shall be for a term of one year, with the option of four, one year extensions.

Staff recommends contract award to the sole bidder, R.E. Janes Gravel Co. of Slaton, Texas, for \$185,155 per year.

Fiscal Impact

Funding is available in the Adopted 2014-15 Street Department Operating Budget.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Contract - R.E. Janes Gravel Co.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Contract between the City of Lubbock and R.E. JANES GRAVEL CO. for the purchase of sand, rock and gravel, Contract No. 12068. Said contract is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ day of _____ 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

R. Keith Smith
R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:

John C. Grace
Assistant City Attorney

S:\cityatt\CCDOCS\RES.Janes Gravel.2014.docx

**City of Lubbock, TX
Contract for Services
Sand, Rock and Gravel**

THIS CONTRACT made and entered into this 20th day of November, 2014, by and between the City of Lubbock ("City"), and R.E. Janes Gravel Co., ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Sand, Rock and Gravel 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 Sand, Rock and Gravel.

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, Sand, Rock and Gravel and more specifically referred to as items one through ten on the bid form submitted by the Contractor.
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 bid form, offer, and terms and general conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the bid form and general conditions attached hereto. The contract shall be for a term of one year, with the option of four, one year extensions, said date of term beginning upon formal approval. 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 thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. 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.
7. 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.
8. 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.
9. Nonappropriation: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
10. Assigning or Subletting the Contract: The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
11. Indemnity/Waiver. Contractor shall indemnify, hold harmless, and defend the City of Lubbock, its officers, employees, elected officials, agents, and representatives (herein collectively referred to as "Indemnitees") from and against any and all liability, alleged liability, suits, action, legal proceedings, claims, or demands incurred as a result of, or in connection with, this Contract or the work to be performed hereunder, including cost of suit, attorneys' fees, and all other related costs and expenses of whatever kind or character arising directly or indirectly from any cause whatsoever in connection with or incidental to this Contract, or the work to be performed hereunder, including such injury or harm as may be caused in part by any neglect, act, or omission of the Indemnitees, excepting only such injury or harm as may be caused solely by an act or omission thereof. Notwithstanding the foregoing, the Contractor specifically agrees to so

indemnify, hold harmless, and defend the Indemnitees from and against any and all such liability, suits, action, legal proceedings, claims, or demands that may be made or pursued by an employee of Contractor, or of any subcontractor, or anyone acting on behalf of Contractor in connection with or incidental to this Contract which are alleged to be attributable to any condition of or upon the City's property, facilities, materials, or equipment, including where such condition and resulting injury is caused in part by any negligent act or omission of the Indemnitees, but excepting only such injury or harm as may be caused solely by an act or omission of the Indemnitees. Contractor agrees to waive any and all claims and suits covered by this indemnity agreement, and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstance against the Indemnitees.

12. 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:

<u>TYPE</u>	<u>AMOUNT</u>
Commercial General Liability Per Occurrence:	\$1,000,000
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability Any Auto:	\$1,000,000
Combined Single Limit	
Bodily Injury (Per Person)	
Bodily Injury (Per Accident)	
Property Damage	
Workers Compensation Statutory Amounts:	\$500,000
Employers' Liability	
And/or	
Occupational Medical & Disability	

The City of Lubbock shall be named additional insured on a primary and non contributory basis, with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

13. This Contract consists of the following documents set forth herein; General Conditions and 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

CONTRACTOR

Glen C. Robertson, Mayor

BY J.M. Duce
Authorized Representative

ATTEST:


G.M. GREEN
Print Name

Rebecca Garza, City Secretary

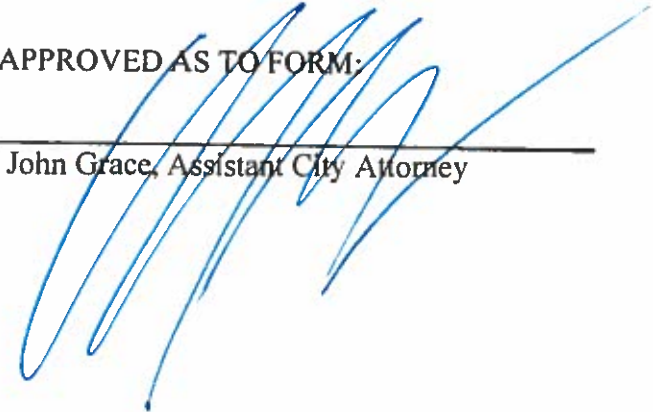
P.O. Box 68
Address

APPROVED AS TO CONTENT:

SLATON, TX 79364
City, State, Zip Code


Kevin Lair, Street Superintendent

APPROVED AS TO FORM:


John Grace, Assistant City Attorney

II. GENERAL CONDITIONS

**** PLEASE READ CAREFULLY ****

These General Conditions apply to all bids and become a part of the terms and conditions of any bid submitted. The City shall mean the City of Lubbock.

- 1 **Quantities:** The quantities appearing in this Invitation to Bid are approximate only and the City reserves the right to increase, decrease or delete any or all items. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item. In making its bid hereunder, the Seller expressly recognizes the rights of the City provided herein, and further recognizes that the Seller shall have no claims against the City for anticipated profits for the quantities called for, diminished or deleted.
- 2 **Product Guarantee:** Seller guarantees equipment or product offered will meet or exceed specifications identified in this bid invitation. The Seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the Seller shall upon written request from the City, promptly remove such equipment or product without any further expense to the City. At the City's request, Seller will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
- 3 **Invoices:** Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, shall be attached to the invoice. Mail to Accounts Payable, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457. Payment shall not be due unless and until the Seller shall not be in default under the terms of the contract, and until the above instruments are submitted after delivery. CITY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE CITY'S MASTERCARD PURCHASING CARD (PCARD). THE SELLER AGREES TO ACCEPT PCARD PAYMENTS WITHOUT ANY ADDITIONS OR SURCHARGES.
- 4 **Delivery Delay:** When delivery delay can be foreseen, the Seller shall give prior notice to the Purchasing Director, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The Seller must keep the Purchasing Director informed at all times of the status of the order.
- 5 **Damage Assessment:** Default in any manner under the contract, including, but not limited to default on promised delivery, without acceptable reasons, or failure to meet specifications hereunder authorizes the Purchasing Director to purchase goods elsewhere and charge any increase in cost and handling to the defaulting Seller, and/or exercise any and all rights available to it by law, equity and/or under the terms of the contract. Every effort will be made by the Purchasing Office to locate the goods at the same or better price as than originally contracted.
- 6 **Late Delivery Fee:** The City will also have the option to charge the vendor a fee of \$50.00 per vehicle per day for late delivery. Late fee applies when vendor has not requested and received prior written permission and approval from the ordering entity to make delivery after the number of days established by the contract or the purchase.
- 7 **Packaging:** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address. (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g., box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 8 **Delivery Time:** Deliveries will be accepted only during receiving hours: 9:00 A.M. - 3:30 P.M., Monday through Friday, except on City holidays, at the designated location.
- 9 **Damage:** The City assumes no liability for goods delivered in damaged or unacceptable condition. The Seller must handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
- 10 **No Warranty By The City Against Infringements:** As part of the contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to the contract will give rise to the rightful claim of any third person by way of infringement of the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall The City be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of the contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, Seller will save The City harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

- 11 **Material Safety Data Sheets:** Seller shall provide the City of Lubbock with current Material Safety Data Sheets (MSDS) for each chemical defined as hazardous under the Texas Hazard Communication Act (every chemical bearing any manner of warning label on the container) to comply with provisions of the Texas Hazard Communication Act, Title 6, Subchapter D, Chapter 502, Texas Health and Safety Code Ann. (This Act is corollary to OSHA Standard 29 CRF 1910.1200, which is generally known as the Right to Know Law.)
- 12 **Shipment Under Reservation Prohibited:** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 13 **Title & Risk Of Loss:** The title and risk of loss of the goods shall not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery as provided herein.
- 14 **No Replacement of Defective Tender:** Every tender of delivery of goods must fully comply with all provisions of the contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach of the contract and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify the City of his intention to cure and may then make a conforming tender within the Contract time but not afterward.
- 15 **Gratuities:** The City may, by written notice to the Seller, cancel the contract or purchase order without liability to Seller if it is determined by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 16 **Special Tools & Test Equipment:** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling or equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.
- 17 **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.
- 18 **Warranty-Price:** a. The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by other parties for products of the kind and specification covered by the contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by other, or in the alternative. The City may cancel the contract without liability to Seller for breach or Seller's actual expenses. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the Contract price, or otherwise recover the full amount of such claimed commission, percentage, brokerage, or contingent fee.
- 19 **Safety Warranty:** Seller warrants that the product sold to the City shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970 and/or any other governmental agency standards or regulations. In the event the product does not conform to each OSHA or other standards, Seller shall be in default hereunder, and the City may exercise and of the remedy provided for herein, including but not limited to return of the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the City will be at the Seller's expense
- 20 **Right of Inspection:** The City shall have the right to inspect the goods at delivery before accepting them.
- 21 **Vendor retrieval of Vehicles:** Vendor shall remove noncompliant vehicles (s) from City premises within five working days after receiving written notification from the ordering entity. If vehicle is not removed by vendor within the five working days time frame, the city may arrange for vehicles to be removed and secured by a local towing and storage facility. Vendor will be responsible for payment of all related towing and storage charges. The City will not be responsible for payment of all related towing and storage charges. The City will not be responsible for liable for damage or loss of noncompliant vehicles which remain on City premises, or which are removed by towing company, five working days after vendor is notification.
- 22 **Cancellation:** The City shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent and/or files bankruptcy or has bankruptcy filed against it. Such right to cancellation is in addition to and not in lieu of any other remedies which the City may have in law, equity or hereunder.

- 23 **Termination:** the City may terminate the contract or purchase order in whole, or in part. Termination hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which the contract or purchase order is terminated and the date upon which such termination becomes effective. In the event of said termination, in whole or in part, provided that Seller shall not be in default under the Contract, the Seller shall be entitled to payment only for goods actually delivered, and/or services actually performed under and in compliance with the terms of the contract or purchase order.
- 24 **Force Majeure:** Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire, or flood.
- 25 **Assignment-Delegation:** No right or interest in the contract shall be assigned or delegation of any obligation made by Seller without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 26 **Waiver:** No claim or right arising out of a breach of the contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 27 **Interpretation-Parole Evidence:** This writing, plus any specifications for bids and performance provided by the City in its advertisement for bids and any other document provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
- 28 **Applicable Law:** The Contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of the contract.
- 29 **Right To Assurance:** Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 30 **Indemnification:** Seller shall indemnify, defend, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise arise or accrue against the City in consequence of the granting of the contract or which may in anywise result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subcontractor or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Seller shall, at its own expenses, satisfy discharge the same. Seller expressly understands and agrees that any bond required by the contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.
- 31 **Nonappropriation:** All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
- 32 **Time:** It is hereby expressly agreed and understood that time is of the essence for the performance of the contract, and failure by Seller to meet the time specifications of the contract will cause Seller to be in default of the contract.
- 33 **Silence of Specification:** The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 34 **Environmental Stewardship:** The City of Lubbock is fully committed to environmental excellence. It is the policy of the City to demonstrate sound environmental performance by controlling and mitigating the environmental impact of City activities, operations, and services. This commitment extends to the procurement and contracting process. Contractors and suppliers selected to provide services and materials to the City are required to uphold an equally high standard. To that end all

contractors and suppliers hired by the City agree to maintain full compliance with any and all applicable environmental regulations. In addition, contractors and suppliers agree to implement whatever processes and procedures necessary to reduce and eliminate pollution and wastes and conserve natural resources while under contract with the City. To the greatest extent possible, while still delivering the highest quality service or material, City contractors and suppliers, as well as any sub-contractors under their supervision, will:

- minimize waste and pollution generation;
- conserve natural resources and energy;
- minimize the use of hazardous materials by choosing the least toxic - yet effective - materials and products;
- use the highest available post-consumer content materials and products;
- recycle and/or reuse as much as is possible, waste materials; and
- incorporate into project design energy efficient fixtures, appliances and mechanical equipment.

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

36 Assigning or Subletting the Contract:

The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements

BID FORM
Sand, Rock and Gravel
City of Lubbock, TX
ITB No. 15-12068-DG

In compliance with the Invitation to Bid 15-12068-DG, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 15-12068-DG is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**	
1.	6,500	TN	"00" Backfill Gravel	14 ⁰⁰	91,000 ⁰⁰		
2.	500	TN	½" Base Aggregate (½" Base Course Gravel)	20 ⁰⁰	10,000 ⁰⁰		
3.	600	TN	¾" Base Aggregate (¾" Base Course Gravel)	21 ⁰⁰	12,600 ⁰⁰		
4.	300	TN	1" Concrete gravel (1" Concrete Rock)	21 ⁰⁰	6,300 ⁰⁰		
5.	100	TN	1" Concrete Gravel (Vealmore Exposed Aggregate)	34 ⁰⁵	3,405 ⁰⁰	PEPPER SANDS NEEDED	
6.	200	TN	Fine Sand (Brick Sand)	17 ⁰⁰	3,400 ⁰⁰		
7.	100	TN	Screenings (Crusher Fines)	17 ⁵⁰	1,750 ⁰⁰		
8.	300	TN	1 ¾" Base Aggregate Flex Base	19 ⁰⁰	5,700 ⁰⁰		
9.	1,500	TN	Concrete Sand	21 ⁰⁰	31,500 ⁰⁰		
10.	1,500	TN	Flowable Backfill (2 Sack Concrete Blend)	13 ⁰⁰	19,500 ⁰⁰		
PLEASE DO NOT BID RECYCLED MATERIALS THEY WILL NOT BE ACCEPTABLE							
Total Cost (Items 1-10)					\$		185,155 ⁰⁰

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

**Days After Receipt of Order (ARO)

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

The City of Lubbock is seeking a contract for rock, sand and gravel with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

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

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

done **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 R.F. JAMES GRAVEL Co. a corporation organized under the laws of the State of _____, or a partnership consisting of _____ or individual trading as _____

of the City of _____

Firm: R.F. JAMES GRAVEL Co.

Address: P.O. Box 63

City: SLATON State: TX Zip: 79364

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. N/A Date _____
Addenda No. _____ Date _____

M/WBE Firm:	Woman		Black American		Native American
	Hispanic American		Asian Pacific America		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:

- Name _____ and Manufacture's License No. _____
 - Name _____ and Converter's License No. _____
 - Name _____ and Representative's License No. _____
 - Name _____ and Franchise Dealer's License No. _____
- General Distinguishing No. _____ (Franchised TX dealer)

By A.M. Green Date: 10/22/14
Authorized Representative - must sign by hand

Officer Name and Title: G.M. GREEN AGENT
Please Print

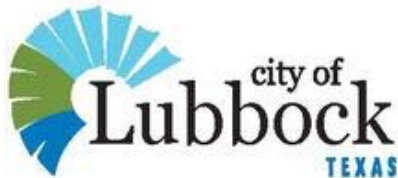
Business Telephone Number 806-828-6203 FAX: 806-828-5280

E-mail Address: MIKE.GREEN@REJAMESCOS.COM

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

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

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



Regular City Council Meeting

6. 10.

Meeting Date: 11/20/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2014-00156 abandoning and closing a five foot wide underground utility easement granted to Lubbock Power & Light in Lot 36, Reserve at Ravenwood Addition to the City of Lubbock, 4007 106th Street, Lubbock, Texas.

Item Summary

On November 6, 2014, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes a five foot wide underground utility easement in Lot 36, Reserve at Ravenwood Addition, located south of 106th Street and east of Orlando Avenue. This easement was dedicated by plat and the easement is no longer needed due to new construction on this lot. A new easement will be dedicated along the eastside of Lot 36.

Lubbock Power and Light is in agreement with this closure.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Ordinance - Reserve at Ravenwood

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A FIVE-FOOT UNDERGROUND UTILITY EASEMENT LOCATED IN LOT 36, RESERVE AT RAVENWOOD ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

All of that five-foot wide underground utility easement granted to Lubbock Power and Light Company (5' UUE-LPL) within Lot 36, Reserve at Ravenwood, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number 2013022990, 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.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 2014.

Passed by the City Council on second reading this _____, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

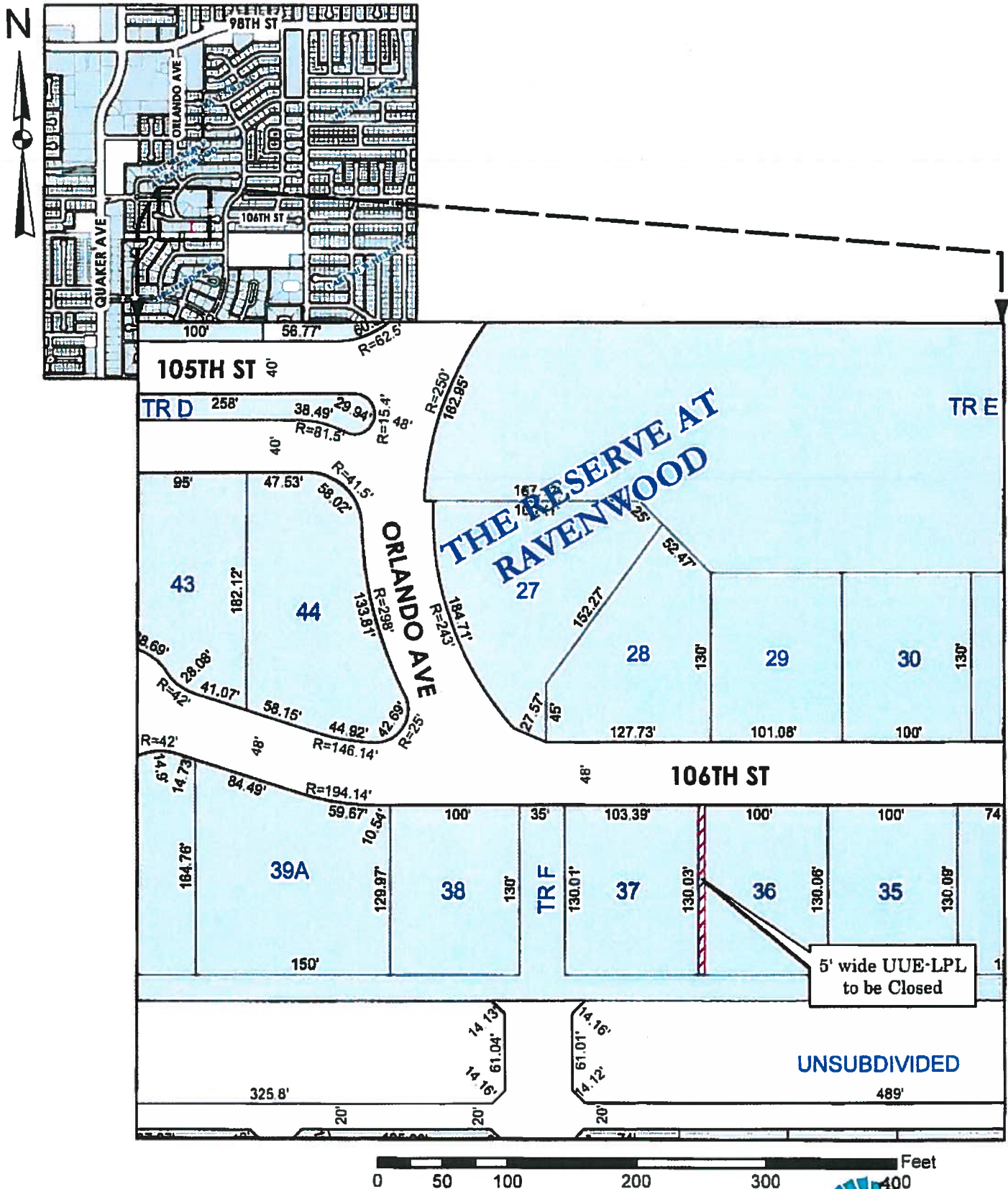
APPROVED AS TO FORM:



Chad Weaver, City Attorney

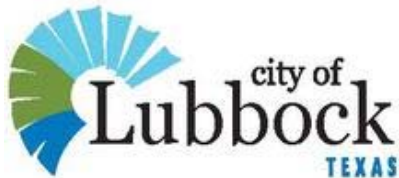
A&C-Reserve-Ravenwood Addn.ord 10.15.14

Proposed Closing of a Lubbock Power & Light 5' wide Underground Utility Easement
 Located along the west 5' of Lot 36, The Reserve at Ravenwood Addition



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





Regular City Council Meeting

6. 11.

Meeting Date: 11/20/2014

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a drainage easement located in Section 27, Block AK, 94th and Mobile Avenue, Lubbock County, Texas.

Item Summary

This ordinance abandoning and closing a drainage easement located in Section 27, Block AK, which is just west of Milwaukee and south of 94th and Mobile Avenue. The easement is no longer needed due to development purposes and a new drainage easement will be dedicated to replace the closure. Storm Water Engineer is in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Ordinance - Section 27, Block AK

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A DRAINAGE EASEMENT LOCATED IN SECTION 27, BLOCK AK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 2014.

Passed by the City Council on second reading this _____, 2014.

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-Easements-Drainage Easement Section 27, Block AK.ord
10.21.14



AMD ENGINEERING, LLC

DRAINAGE EASEMENT CLOSURE

Metes and Bounds Description on a 0.22 acre tract of land (9,583 sq. ft.) out of Section 27, Block A-K, Lubbock County, Texas and being more particularly described as follows:

Beginning at point for the Northeast corner of this tract whence the Southeast corner of Section 27, Block AK bears East, a distance of 688.31 feet and S00°05'19"E, a distance of 1133.18 feet;

Thence South, a distance of 200.00 feet to a point for the Southeast corner of this tract;

Thence West, a distance of 48.00 feet to a point for the Southwest corner of this tract;

Thence North, a distance of 200.00 feet to a point for the Northwest corner of this tract;

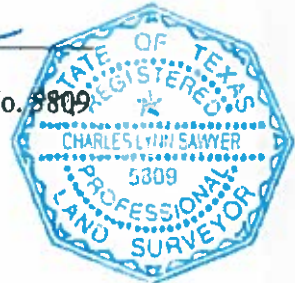
Thence East, a distance of 48.00 feet to the Point of Beginning.

Containing 0.22 acres (9,583 Sq. Ft.)

File No: 14124
October 24, 2014

Charles Lynn Sawyer

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809



CIVIL ENGINEERING
2807 74th Street, Suite 8
Lubbock, Texas 79423

TBPLS Reg. # 101785-00
www.amdeng.com

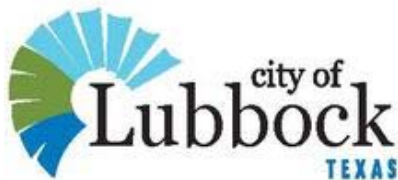
LAND SURVEYING
Office: (806) 771-5976
Fax: (806) 771-7625

Proposed Closing of a Drainage Easement
 (as Dedicated in V. 9959 P. 344 as Tract Four)
 Located South of 94th Street and West of Milwaukee Avenue,
 Southeast Quarter of Section 27, Block AK



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. 12.

Meeting Date: 11/20/2014

Information

Agenda Item

Resolution - Human Resources: Consider two resolutions authorizing the Mayor to execute contract 11957 with OccMed Associates, LP and contract 12086 with UMC Physician Network Services for employment physical examinations and drug/alcohol screening, RFP 14-11957-KS.

Item Summary

The City requires that employees whose positions involve strenuous physical exertion as part of their duties pass a physical exam in order to be hired or promoted. Federal law also mandates that certain employees undergo physical exams due to the nature of their job duties. All Civil Service employees must also pass a physical exam before hire and then again either annually or before being promoted. Approximately 200-250 non-Civil Service employees and 350-450 Civil Service employees require physicals annually.

The Americans with Disabilities Act Amendments Act (ADAAA) substantially impacts the hiring and retention of persons with disabilities, and therefore the City must address the procedures used to determine an applicant's physical capabilities to perform specific job functions. Since ADAAA requires that the employer make reasonable accommodations for applicants or current employees who become disabled, the City relies on the expert opinion of its physician(s) for help in determining avenues for accommodating applicants/employees. The City conducts disability assessments on approximately 10 employees each year who are unable to perform the physical tasks of their job due to injury or illness.

Evaluation criteria published in the Request for Proposal (RFP) for employment physical examinations were ranked based on the following: responsiveness of RFP (including description and evidence of project understanding, compliance with RFP requirements, vendor experience, and demonstrated expertise in the area of employment physical examinations), 30%; amount of time spent on work related physicals and evaluations, 20%; consultant's ability to provide expert witness testimony, 15%; references, 20%; and cost, 15%.

Proposals were received from the following firms, and are ranked as follows in each category of employment physical examinations:

Standard Pre-employment/Promotional Physical (with and without SCBA)

OccMed Associates, LP of Lubbock, TX

Occupational Health Centers of the Southwest PA, dba Concentra Medical Centers of Addison, TX

UMC Physician Network Services of Lubbock, TX

Standard Fire Physical and Special Teams Fire Physical

UMC Physician Network Services of Lubbock, TX

OccMed Associates, LP of Lubbock, TX

Occupational Health Centers of the Southwest PA, dba Concentra Medical Centers of Addison, TX

Police Physical

OccMed Associates, LP of Lubbock, TX

UMC Physician Network Services of Lubbock, TX
Occupational Health Centers of the Southwest PA, dba Concentra Medical Centers of Addison, TX

911 Employee Physical

OccMed Associates, LP of Lubbock, TX
UMC Physician Network Services of Lubbock, TX
Occupational Health Centers of the Southwest PA, dba Concentra Medical Centers of Addison, TX

Asbestos Physical

OccMed Associates, LP of Lubbock, TX
UMC Physician Network Services of Lubbock, TX
Occupational Health Centers of the Southwest PA, dba Concentra Medical Centers of Addison, TX

Worksite Assessment

OccMed Associates, LP of Lubbock, TX
Occupational Health Centers of the Southwest PA, dba Concentra Medical Centers of Addison, TX
UMC Physician Network Services of Lubbock, TX

Staff recommends contract award to the highest ranked firm in each category, OccMed Associates, LP of Lubbock, TX, to provide all employment physical examinations with the exception of Standard Fire Physical and Special Teams Fire Physical, to include expert services and UMC Physician Network Services of Lubbock, TX to provide Standard Fire Physical and Special Teams Fire Physical, in accordance with NFPA 1582, to include expert services.

Being a public employer, the City is entrusted with the health and safety of its employees and citizens. In keeping with this obligation, the City has instituted drug/alcohol screening of individuals who seek employment, employees who seek promotions to positions, employees who must comply with the Omnibus Transportation Employee Testing Act (DOT), and employees whose behavior on the job reflects a reasonable suspicion that drug or alcohol usage is a problem. Due to the above-mentioned issues, the City requires drug/alcohol testing for approximately 900 applicants/employees each year.

Evaluation criteria published in the Request for Proposal (RFP) for drug/alcohol screening were ranked based on the following: responsiveness of RFP (including description and evidence of project understanding, compliance with RFP requirements, vendor experience, and demonstrated expertise in the area of drug and alcohol testing), 30%; consultant's ability to keep current on regulations, 20%; consultant's ability to provide expert witness testimony, 15%; references, 20%; and cost, 15%.

Proposals were received from the following firms, and are ranked as follows in each category of drug/alcohol screening:

Non-DOT Drug Screening

OccMed Associates, LP of Lubbock, TX
Occupational Health Centers of the Southwest PA, dba Concentra Medical Centers of Addison, TX
UMC Physician Network Services of Lubbock, TX

DOT Drug Screening

OccMed Associates, LP of Lubbock, TX
Occupational Health Centers of the Southwest PA, dba Concentra Medical Centers of Addison, TX
UMC Physician Network Services of Lubbock, TX

Civil Service Drug Screening

OccMed Associates, LP of Lubbock, TX
Occupational Health Centers of the Southwest PA, dba Concentra Medical Centers of Addison, TX
UMC Physician Network Services of Lubbock, TX

Optional Drug Screening

OccMed Associates, LP of Lubbock, TX
Occupational Health Centers of the Southwest PA, dba Concentra Medical Centers of Addison, TX
UMC Physician Network Services of Lubbock, TX

Alcohol Screening

OccMed Associates, LP of Lubbock, TX
Occupational Health Centers of the Southwest PA, dba Concentra Medical Centers of Addison, TX
UMC Physician Network Services of Lubbock, TX

Staff recommends contract award to the highest ranked firm in each category, OccMed Associates, LP of Lubbock, TX, to provide all drug/alcohol screening, to include expert services.

Fiscal Impact

Costs are budgeted and paid from individual cost centers based on their individualized needs. The schedule of costs from OccMed Associates, LP is provided in Exhibit C. The schedule of costs from UMC Physician Network Services is provided in Exhibit B.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution & Contract - UMC

Resolution & Contract - OccMed

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. 12086 for employment physical examinations per RFP 14-11957-KS, by and between the City of Lubbock and UMC Physician Network Services, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Deputy City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

vw:ccdcs/RES.Contract-UMC PNS
October 28, 2014

City of Lubbock, TX
Employment Physical Examinations and Drug/Alcohol Screening
RFP 14-11957-KS

This Service Agreement (this "Agreement") is entered into as of the 20th day of November, 2014, ("Effective Date") by and between UMC Physician Network Services, (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 14-11957-KS for Employment Physical Examinations and Drug/Alcohol Screening.

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; Standard Fire Physical and Special Teams Fire Physical, in accordance with NFPA 1582, to include Expert Services.

WHEREAS, Contractor desires to perform as an independent contractor to provide Employment Physical Examinations, 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 – Employment Physical Examinations Specifications
3. Exhibit B – Pricing Proposal Sheet
4. Exhibit C – Proposal

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 C attached hereto.

Article 1 Services

- 1.1 Contractor agrees to perform those services for the City that are specified in Exhibit A (the "Services"). The City agrees to pay the amounts stated in Exhibit B to Contractor for performing services. Contractor shall comply with all the applicable requirements set forth in Exhibits A-C attached hereto.
- 1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

- 1.3 **Nonappropriation clause.** All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.
- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.
- 2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its

option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

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

CITY OF LUBBOCK, TX:

CONTRACTOR:

Glen C. Robertson, Mayor

Glen Frick
Contractor's Signature

Glen Frick
Printed Name

ATTEST:

COO
Title

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Leisa Hutcherson
Leisa Hutcherson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:

Mich Satterwhite
Mich Satterwhite, First Assistant City Attorney

II. EMPLOYMENT PHYSICAL EXAMINATIONS SPECIFICATIONS

1) INTENT

- a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Consultant") to provide Employment Physical Examinations.
- b) Consultants 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) GENERAL INFORMATION

- a) The City is soliciting proposals from hospitals and other health care professionals to provide pre-employment physical examinations for specified job applicants as well as promotional applicants. These job applicants fall into two categories: Civil Service (Fire Fighters and Police Officers) and non-Civil Service. Non-Civil Service jobs that require physicals are those positions that involve strenuous physical exertion as a portion of their job duties. Approximately 200-250 non-Civil Service and 350-450 Civil Service individuals would require physicals annually.
- b) ADAAA substantially impacts the hiring and retention of persons with disabilities, and therefore the City must address the procedures used to determine an applicant's physical capabilities to perform specific job functions. The City desires to develop an on-going relationship with physicians who have knowledge of and/or training in occupational medicine. A close relationship must exist in order for physicians to understand the nature of work for many of our employees, so that proper judgments can be made concerning employment. Since ADAAA requires that the employer make reasonable accommodations for applicants or current employees who become disabled, the City relies on the expert opinion of its physicians(s) for help in determining avenues for accommodating employees/applicants.

3) SCOPE OF SERVICES REQUESTED

Job descriptions, that describe the essential functions of the job and the physical requirements of the position, will be provided upon award of the contract. You will be required to determine what special testing is appropriate for the position (*i.e.*, SCBA, vision, color blindness, etc.).

The following services will be required by the successful Consultant:

- a) Non-Civil Service Pre-Employment/Promotional Physical (with or without SCBA)
*City of Lubbock employees are exempt from the physical provisions of 49 CFR 390.3(f)(2)
- b) Fire Physical – Pre-employment (Baseline) and Annual
- c) Special Teams Fire Physical (Heavy Metals Evaluation for Dive Team and HazMat) – Annual
- d) Police Physical – Pre-employment and Promotional
- e) 911 Employee Physical – Pre-employment
- f) Asbestos Physical – Baseline and Annual
- g) Worksite Assessment – ADAAA and Workplace Disability Assessments

4) BASIC REQUIREMENTS FOR SCOPE OF SERVICES

In addition to any information requested in Section 5, all responses must also address the following requirements and answer any questions listed below. **Any variations or exceptions from these requirements must be clearly stated in your response.**

- a) Data Management/Administration/Reporting
- i) The Consultant will be required to work with the City in establishing regular administration and maintenance procedures such as billing, record-keeping, and reporting of physical results. The data remains the property of the City, with such data being turned over to the next vendor at termination of the agreement.
 - ii) The Consultant must commit to working with the City to customize their standard referral form or to develop a unique referral form for the City that provides ease of invoicing, customer identification, and ease of use by Human Resources Department.
- b) General Services
- i) Provide access to physical exams during regular business hours (Monday through Friday, 8 a.m. through 5 p.m.) at a location within the city limits of Lubbock, Texas.
 - ii) Provide forms used for patient intake information, physician's recommendations, or other forms used.
 - iii) The Consultant shall comply with all applicable federal, state, and local regulations including NFPA 1582 and the City of Lubbock Civil Service Commission Rules and Regulations.
- c) Physician Services
- i) Provide a maximum of two physicians to administer all physical exams to ensure that these examinations and all records maintained are consistent from one individual to the next.
 - 1) Please list the names of physician(s) who would be attending to the various physicals required by the City and their qualifications in occupational medicine or related area. What is the percent of time physician(s) spends on work-related physicals and evaluations?
 - ii) Provide documentation that the physician has reviewed the job description and any other applicable regulations before examining the applicant/employee and clearly document whether the applicant/employee has passed or failed each examination or whether they need to follow-up with their primary care physician (PCP) or specialist before a determination can be made.

The City has provided a sample Employee Medical History Questionnaire, Standard Physical Examination form, Fire Physical Examination form, and Police Physical Examination form to be completed by the physician. These forms may be revised based on the appropriate testing for the position.
 - iii) The physician(s) conducting the physical will need to be available for consultation with the Human Resources Department and/or the Risk Management Department.
 - iv) An on-site evaluation may be required by the City for recommendations for changing the work place or work habits where injuries are occurring at an abnormal frequency.
 - v) The City of Lubbock requires that workplace disability assessments be conducted by an Occupational Medicine physician.
 - 1) Please list the name of the physician(s) who would be attending to the workplace disability assessments and their qualifications. What is the percent of time physician(s) spends on workplace disability assessments?
- d) Off-site Testing Services
- i) Any employee who is required to undergo testing at an off-site location will be responsible for obtaining and providing those results to the Consultant. The employee shall have this

testing performed using their group health insurance. The Consultant is responsible for maintaining these records.

e) ADA/AA Compliance

- i) Provide the City with the maximum recommended physical capacity of the applicant so that the City can determine what modifications to the job might be made to allow the applicant/employee to perform the essential functions of the job.

The City has provided a sample Physician's Recommendation form that specifies the employee's/applicant's physical capabilities. These forms may be revised dependent on the requirements for the position.

- ii) An on-site evaluation may be required by the City so that an opinion can be made as to whether a job can be accommodated for an employee/applicant.

5) QUALIFICATION DATA

In addition to any information requested in Section 4, all responses must also address the following requirements and answer any questions listed below. **Any variations or exceptions from these requirements must be clearly stated in your response.** *All Pricing Proposal Sheets must include an itemized list of services and cost for each service.

- a) Interested firms and individuals shall submit their qualifications by completing the Proposal Submittal Form, enclosed herein.
- b) The completeness and accuracy of the data provided by each firm will be considered in the selection process, in addition to the content of the data. Additional data and/or material related to the qualification of a firm may also be submitted; however, such data and/or material may or may not be given value when considering the qualification of a firm.
- c) In addition to the information required for the specific categories of data management/administration/reporting, general services, physician services, off-site testing services, and ADA/AA compliance, all responses must also contain the following information:
- i) Although there are various departmentalized physicals required by the City, please describe the test components that are a part of all physical examinations conducted by your agency.
- ii) Please describe the test components that are a part of SCBA testing in accordance with OSHA standards.
- iii) Please describe the test components that are a part of Fire Physicals conducted in accordance with OSHA 29 CFR 1910.134, NFPA 1582 and City of Lubbock Civil Service Commission Rules and Regulations Section 5.01. (OSHA 29 CFR 1910.134 can be found online at https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=standards&p_id=12716, the current edition of NFPA 1582 can be found online at <http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=1582&tab=about>, and the current City of Lubbock Civil Service Commission Rules and Regulations Section 5.01 has been provided in this packet.)
- 1) Pre-employment physical (Baseline)
 - 2) Annual physical
- iv) Please describe the test components that are a part of the Special Teams Fire Physical (Heavy Metals Evaluation for Dive Team and HazMat) conducted in accordance with OSHA 29 CFR 1910.120 and NFPA 1582 and City of Lubbock Civil Service Commission Rules and Regulations Section 5.01. (OSHA 29 CFR 1910.134 can be found online at https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=standards&p_id=12716

6, the current edition of NFPA 1582 can be found online at <http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=1582&tab=about>.

- 1) Annual physical
- v) Please describe the test components that are a part of Police Physicals conducted in accordance with City of Lubbock Civil Service Commission Rules and Regulations Section 5.01. (The current City of Lubbock Civil Service Commission Rules and Regulations Section 5.01 has been provided in this packet.)
 - 1) Pre-employment physical
 - 2) Promotional physical
- vi) The 911 Employee Physical will test for audio, vision, and colorblindness and must meet DOT guidelines. Please describe the test components for this physical.
 - 1) Pre-employment physical
- vii) Please describe the test components that are a part of Asbestos exams in accordance with OSHA standards.
 - 1) Baseline physical
 - 2) Annual physical
- viii) Describe your patient intake and examination procedures in terms of available hours for employment physicals, background information required, general examination procedures, reasons for x-rays, urinalysis or other tests required. (Drug Testing will be conducted through other means.)
- ix) Cost for a standard pre-employment/promotional physical examination. *See attached Pricing Proposal Sheet A.
- x) Cost for physical examinations for those employees who are required to use SCBA respirators. *See attached Pricing Proposal Sheet A.
- xi) Cost for those employees who are required to pass a standard Fire physical examination. *See attached Pricing Proposal Sheet B.
- xii) Cost for those employees who are required to pass a Special Teams Fire physical examination. *See attached Pricing Proposal Sheet B.
- xiii) Cost for those employees who are required to pass a Police physical examination. *See attached Pricing Proposal Sheet C.
- xiv) Cost for those employees who are required to pass a 911 Employee physical examination. *See attached Pricing Proposal Sheet D.
- xv) Cost for those employees who are required to pass a standard Asbestos physical examination. *See attached Pricing Proposal Sheet E.
- xvi) Cost, if required, for follow-up consultation concerning job modifications. *See attached Pricing Proposal Sheet F.
- xvii) Cost, if required, for on-site visit and recommendations to high injury areas, or to determine accommodations for return to work, disqualification for work, or for persons with disabilities. *See attached Pricing Proposal Sheet F.

6) INSURANCE

a) The Consultant will hold the City harmless from any claim of liability asserted by reason of the negligence of the Consultant, its agents, servants, and employees in the performance of this agreement. Throughout the term of this agreement, the Consultant will maintain Worker's Compensation and liability insurance in the following minimum amounts:

i) **General Liability:**

Consultant's insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and in the aggregate and shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability
- Personal Injury and Advertising Injury
- Products and completed operations

Limits may be maintained in any amount of primary and excess coverage.

ii) **Professional Liability:**

Consultant's insurance shall contain a limit of at least \$1,000,000 per occurrence.

iii) **Business Automobile Liability:**

Consultant's insurance shall contain a combined single limit of at least \$500,000 per occurrence, and include coverage for but not limited to the following:

- Bodily injury and property damage

iv) **Workers' Compensation and Employers Liability Insurance:**

Consultant shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Consultant shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Consultant maintains said coverage. Any termination of workers' compensation insurance coverage by Consultant or any cancellation or non-renewal of workers' compensation insurance coverage for the Consultant shall be a material breach of this contract. The Consultant may maintain Occupational Accident and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Employer's Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, and \$500,000 by disease each employee shall also be obtained and maintained throughout the term of this Agreement.

v) **Other Insurance Requirements:**

Consultant's general liability and auto liability insurance policies through policy endorsement must include wording, which states that the policy shall be primary and non-contributory with respect to any insurance carried by City of Lubbock. All policies must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

vi) A certificate of insurance specifying each and all coverages shall be submitted within ten (10) days of contract execution.

**“SAMPLE DOCUMENT”
CITY OF LUBBOCK
PHYSICAL EXAM
FIRE**

Employee's Name:		Position Title:	
Date of Exam:		Examining Physician:	
Components Performed	Able to Perform Job Tasks	Unable to Perform Job Tasks	Significant Changes Noted from Previous Exam (If applicable)
<input type="checkbox"/> Physical Exam			
<input type="checkbox"/> EKG			
<input type="checkbox"/> X-rays			
<input type="checkbox"/> Laboratory Tests			
<input type="checkbox"/> Urinalysis			
<input type="checkbox"/> Vision Test			
<input type="checkbox"/> Audiometry			
<input type="checkbox"/> Spirometry			
Explanation of Abnormal Results/Significant Changes:			
<input type="checkbox"/> Medically cleared to perform job tasks. <input type="checkbox"/> Denied medical clearance for current job tasks.			

I certify that I have reviewed NFPA 1582 and City of Lubbock Civil Service Commission Rules and Regulations Section 5.01 before completing the physical examination.

Physician Signature

**“SAMPLE DOCUMENT”
CITY OF LUBBOCK
PHYSICIAN RECOMMENDATIONS
EMPLOYMENT PHYSICAL**

Applicant/Employee Name: _____

Job Title: _____

Examination Date: _____

PHYSICAL CAPABILITIES

The following represents the overall physical capabilities that can be performed safely by the individual listed above during an eight to ten hour shift:

Based on the following criteria:

- Rarely: less than 10% of the shift.
- Occasionally: up to 33% of the shift.
- Frequently: up to 66% of the shift.
- Continuously: from 67% to 100% of the shift.

- _____ % of time the individual can stand.
- _____ % of time the individual can walk.
- _____ % of time the individual can sit.
- _____ % climbing – to ascend or descend ladders, scaffolding, stairs, poles, or inclined surfaces.
- _____ % bending – to flex upper trunk forward.
- _____ % kneeling – bending the legs at the knees to come to rest on the knee or knees.

LIFTING: To exert physical strength necessary to move objects from one level to another.

			NEVER	RARELY	OCCAS	FREQ	CONT
Under 10 lbs	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	_____	_____	_____
10 to 25 lbs.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	_____	_____	_____
25 to 50 lbs.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	_____	_____	_____
50 to 75 lbs.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	_____	_____	_____
75 to 100 lbs.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	_____	_____	_____
Over 100 lbs.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	_____	_____	_____

TWISTING: To rotate upper trunk to the right or left from neutral while sitting or standing.

- NEVER RARELY OCCAS FREQ CONT

DRIVING: To rotate upper trunk to the right or left from neutral while sitting or standing.

- NEVER RARELY OCCAS FREQ CONT

Vehicles or other moving equipment used as part of this job:

REACHING: To position arms with any degree of elbow flexion.

		NEVER	RARELY	OCCAS	FREQ	CONT
Above shoulder height:	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____
At shoulder height:	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____
Below shoulder height:	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____

HAND COORDINATION:

	RIGHT	LEFT	BOTH	HOW OFTEN	HOW LONG
Major Hand:	_____	_____	_____	_____	_____
Fine manipulation:	_____	_____	_____	_____	_____
Gross manipulation:	_____	_____	_____	_____	_____
Simple Grasping:	_____	_____	_____	_____	_____
Power Grip:	_____	_____	_____	_____	_____
Hand Twisting:	_____	_____	_____	_____	_____

COORDINATION (EYE, HAND, and FOOT): Operation of foot and hand controls.

NEVER RARELY OCCAS FREQ CONT

TALKING/SEEING/HEARING:

NEVER RARELY OCCAS FREQ CONT

CARRYING: Transporting an object, usually holding it in the hands, arms or shoulders.

		NEVER	RARELY	OCCAS	FREQ	CONT
Under 10 lbs	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____
10 to 25 lbs.	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____
25 to 50 lbs.	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____
50 to 75 lbs.	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____
75 to 100 lbs.	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____
Over 100 lbs.	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____

PULLING: To draw towards oneself, in a particular direction, or into a particular position.

NEVER RARELY OCCAS FREQ CONT

PUSHING: To exert force on or against an object in order to move it away.

- NEVER RARELY OCCAS FREQ CONT

CROUCHING/STOOPING: To flex upper trunk forward at waist; partial flexion of knees.

- NEVER RARELY OCCAS FREQ CONT

KNEELING/SQUATTING: To rest on bent knees; to rest on one's heels with bent knees.

- NEVER RARELY OCCAS FREQ CONT

CRAWLING: To move entire body along a surface with hip/knee flexion and arm extension / flexion.

- NEVER RARELY OCCAS FREQ CONT

ENVIRONMENTAL CONDITIONS: Can work under conditions tolerable to the general population:

- | | | | |
|-------------------------------|--------------------------------|------------------------------------|-----------------------------------|
| <input type="checkbox"/> Dust | <input type="checkbox"/> Fumes | <input type="checkbox"/> Heat | <input type="checkbox"/> Indoors |
| <input type="checkbox"/> Cold | <input type="checkbox"/> Noise | <input type="checkbox"/> Vibration | <input type="checkbox"/> Outdoors |

SUMMARY RECOMMENDATION:

- This individual is physically capable of performing the duties as described in the job description of _____.
- This individual will require modifications to be able to perform the position of _____.

Suggestions for modifying this job:

Physician Signature

Date

ATTACHMENT ONE
CITY OF LUBBOCK
CIVIL SERVICE COMMISSION
RULES AND REGULATIONS

**RULE 5 FIRE FIGHTER AND POLICE OFFICER
PHYSICAL AND EDUCATIONAL
REQUIREMENTS FOR APPOINTMENT**

Section 5.01 Medical and Physical Requirements for Beginning Positions

- a) **Physical Capabilities** - All applicants are required, prior to employment, to pass a medical/physical examination performed by a physician selected by the Commission. The purpose of such examination is to ensure the applicants medical fitness to consistently perform the following physical components:
- 1) **Police Officer:** There are, at a minimum, seven (7) physical ability areas that are frequent and critical to the adequate performance of the position of police officer. The applicant must be of a physical condition to adequately perform in these areas. These areas are:
- Climbing - Requires the ability to climb stairs, ladders and over fences and walls.
- Pushing - Requires the ability to push such objects as a vehicle, with or without assistance.
- Dragging/Pulling - Requires the ability to drag/pull objects or an unconscious, semi-conscious or passive resisting person.
- Lifting/Carrying - Requires the ability to lift or carry an object such as a spare tire, small television or stereo set, or assist in lifting an unconscious or disabled person.
- Running - requires the ability to maneuver, while running, around obstacles such as vehicles and trees or shrubs and maintain balance while negotiating rough terrain and uneven surfaces such as ditches, curbs and walkways.
- Jumping - Requires the ability to jump obstacles such as narrow ditches, small shrubs and fences.
- Crawling - Requires the ability to crawl through confined spaces such as storm drains, attics and crawl spaces that are typical in building searches.
- 2) **Firefighter** - There are several physical ability areas that are frequent and critical to the adequate performance of the position of firefighter. The applicant must be of physical condition to adequately perform in these areas. These areas are:
- Climbing - Requires the ability to mount and dismount various pieces of fire equipment while wearing full complement of fire fighting safety equipment such as self-contained breathing apparatus (which weighs approximately forty-five pounds), boots, gloves, pants, coat, and helmet. Requires the ability to climb and descend stairs, fences, walls and ladders ranging from eight feet to 100 feet.

Dragging/Pulling - Requires the ability to drag/pull a variety of fire hoses ranging from 30 pounds to several hundred pounds; requires the ability to drag/pull heavy, bulky items such as personal household items and commonly used fire tools and equipment; requires the ability to drag/pull an unconscious or semi-conscious person to safety.

Lifting/Carrying - Requires the ability to lift/carry, with assistance, fire department tools, equipment and hoses, or assist in lifting or carrying an unconscious or disabled person.

Forcible Entry - Requires the ability to use heavy sharp or blunt objects to make a safe passage through roofs or doors.

- b) **Physical Examination** – The physical examination shall include a thorough medical examination to determine whether applicants are physically sound and free from any defect, which may adversely affect the performance of the duties of the position for which they are being considered. The physician may administer tests and examinations including a back x-ray, chest x-rays, laboratory tests or other tests and examination as are deemed necessary and proper.. The examination shall include, but not be limited to the following requirements:

- 1) **Medical History:** Applicants are required to provide, at the physician's request, a full and accurate medical history. Falsification of such information shall result in rejection.

- 2) **Vision - Police Officers**

Police officer candidates shall possess uncorrected visual acuity of 20/100 or better in each eye with both eyes correctable, with eye glasses, to at least 20/20 binocular vision, or 20/200 or better vision correctable to at least 20/20 binocular vision with contact lenses.

Color Perception - Ability to discriminate between the basic color groups.

Vision - Firefighters

With Glasses or Contacts: minimum uncorrected binocular visual acuity of 20/100 and minimum corrected binocular visual acuity of 20/30. Successful long-term soft contact wearers will not be required to meet uncorrected visual acuity standards.

Peripheral Vision: minimum uncorrected peripheral vision of 140 degrees in the horizontal median in each eye.

Color Perception: Must be able to discriminate between red, green and yellow.

- 3) **Hearing – Police Officers**

Police officer candidates shall be able to pass a “forced whisper” test.

Hearing – Firefighters

All applicants shall be able to hear sounds within the normal hearing range as defined by NFPA 1582.

- 4) Cardiovascular system – Resting Blood Pressure shall not have a consistent reading above 140/90 mm Hg. An elevated reading above 140/90 mm Hg requires no more than five repeated tests separated by a few minutes to determine reliability. The rhythm of the heart shall be strong and regular.
 - 5) Muscular and Skeletal System – The development of the muscular and skeletal frame and the condition of the joints shall be free from any defect or injury, which may adversely affect the performance of the duties of the position for which they are being considered. The applicant shall be free from chronic strains and spasms.
 - 6) Motor Skills - Applicants shall have normal eye-hand coordination and shall possess the manual dexterity to operate small tools or equipment.
 - 7) Contagious Diseases - Applicants shall be free from contagious diseases which would prevent or limit their performance of the duties for which they are being considered or which would present a health problem for employees of the department.
 - 8) Applicants shall be free from chronic diseases that prevent the performance of duties of the position for which they are being considered.
 - 9) Respiratory System - Applicants shall be free from chronic infections and respiratory ailments, which would prevent the performance of the duties for which they are being considered.
- c) Other Requirements - The above physical requirements are not exclusive.

CITY OF LUBBOCK
PRICING PROPOSAL SHEET "B"
FIRE
(To be completed and returned with Proposal)

PRICING

B. 1 STANDARD FIRE PHYSICAL

(In accordance with OSHA 29 CFR 1910.134, NFPA 1582 2013 Edition Section 7.3 through 7.7 and Annex A.6.1.1 and A.6.1.2, and City of Lubbock Civil Service Commission Rules and Regulations Section 5.01.)

\$215.00 (Baseline for Male/
Female)

\$280.00 (Annual for Male)

\$270.00 (Annual for Female)

B.2 SPECIAL TEAMS FIRE PHYSICAL

(In accordance with OSHA 29 CFR 1910.120 and NFPA 1582 2013 Edition.)

\$215.00 (Baseline for Male/
Female)

\$290.00 (Haz-Mat Baseline for
Male/Female)

B.3 EXPERT SERVICES

Expert Testimony
Consulting, Advising, and Researching

\$300.00 per hour testimony

DESCRIBE COMPONENTS OF PHYSICAL:

See Exhibit C

- Physician Assistants (PAs) will not be allowed to conduct fire department physicals.

Summary

Physician Network Services is pleased to offer four locations in this proposal: I-27 Medical Center, Lakeridge Primary Health Center, Westwind Primary Health Center and the Wolfforth Clinic. The I-27 (East Lubbock), Lakeridge (Southwest Lubbock) and Westwind (Northwest Lubbock) locations are extended hours locations in different areas of Lubbock to provide employment examinations and drug/alcohol screening to current and prospective employees of the City. The fourth location is the Wolfforth Clinic where we propose to perform all Fire Exams for the City due to the provider's expertise in Fire Physicals.

We would like to deviate from the RFP by offering these four locations, all of whom specialize in employment examinations and drug/alcohol testing. The physician providers at these four clinics have over 90 years combined experience with Occupational Medicine and they are eager to provide care to the current and future employees of the City.

PNS feels that the best way to serve the city efficiently, effectively, and affordably is to offer multiple provider options in convenient locations in Lubbock County.

Per your Request for Proposal 14-11957-KS Employment Physical Examinations and Drug/Alcohol Screening, we have created a proposal that we believe will provide quality, affordable, and convenient healthcare options for current and prospective City of Lubbock employees.

4) BASIC REQUIREMENTS FOR SCOPE OF SERVICES EMPLOYMENT PHYSICAL EXAMINATIONS

In addition to any information requested in Section 5, all responses must also address the following requirements and answer any questions listed below. **Any variations or exceptions from these requirements must be clearly stated in your response.**

a) Data Management/Administration/Reporting

i) The Consultant will be required to work with the City in establishing regular administration and maintenance procedures such as billing, record-keeping, and reporting of physical results. The data remains the property of the City, with such data being turned over to the next vendor at termination of the agreement.

PNS will work with City to offer billing, record-keeping, and reporting of physical results in timely and accurate manner.

ii) The Consultant must commit to working with the City to customize their standard referral form or to develop a unique referral form for the City that provides ease of invoicing, customer identification, and ease of use by Human Resources Department.

PNS will work with the city to develop a unique referral form that meets all of the City's needs

b) General Services

i) Provide access to physical exams during regular business hours (Monday through Friday, 8 a.m. through 5 p.m.) at a location within the city limits of Lubbock, Texas.

PNS Proposes 3 extended hour locations conveniently located throughout the city to offer physical exams Monday through Friday from 8:00AM to 8:00 PM, Saturday from 9:00AM to 5:00 PM and Sunday from 1:00PM to 5:00PM. PNS proposes to conduct all Fire Exams from the Wolfforth Clinic which is open Monday through Thursday 8:00AM to 5:00PM and Friday from 8:00AM to 12:00PM.

ii) Provide forms used for patient intake information, physician's recommendations, or other forms used.

See Section VI of this presentation for samples of all forms to be used for City of Lubbock

iii) The Consultant shall comply with all applicable federal, state, and local regulations including NFPA 1582 and the City of Lubbock Civil Service Commission Rules and Regulations.

PNS providers agree to comply will all applicable regulations

c) Physician Services

i) Provide a maximum of two physicians to administer all physical exams to ensure that these examinations and all records maintained are consistent from one individual to the next.

PNS would like to propose an alternative to the 2 physician maximum. PNS proposes 3 convenient locations located throughout the city that offer Occupational Medicine Services and extended hours. PNS believes that this model offers the most convenient,

1) Please list the names of physician(s) who would be attending to the various physicals required by the City and their qualifications in occupational medicine or related area. What is the percent of time physician(s) spends on work-related physicals and evaluations?

I-27 Medical Center Physicians:

Jason Lentz MD – 3 years occupational medicine experience, performs work-related physicals and exams 30% of the time.

Cherrylene Lindgren – 5 years occupational medicine experience, performs work-related physicals and exams 30% of the time.

Lakeridge Primary Health Center Physicians:

David R Long MD – 8 years occupational medicine experience, performs work-related physicals and exams 40% of the time.

Mario Pena MD, MPH – 24 years occupational medicine experience, Board Certified in Occupational Medicine, performs work-related physicals and exams 40% of the time.

Marissa Yates MD – 6 years occupational medicine experience, performs work-related physicals and exams 30% of the time.

Westwind Primary Health Center Physicians:

Dwight Hood MD – 6 years occupational medicine experience, performs work-related physicals and exams 20% of the time.

Jack McCarty DO – 35 years occupational medicine experience, performs work-related physicals and exams 20% of the time.

Wolfforth Clinic Physician:

Charles Addington DO – 10 ears occupational medicine experience, performs work-related physicals and exams 20% of the time.

Personal Statement from Dr. Addington on his Fire related experience and expertise: "I have been involved in the fire service for the past 18 plus years. I tarted as a volunteer and still participate on a volunteer basis today. I have tried to increase my knowledge in both areas of Fire and EMS. I became certified in 2003 and now hold an advanced certification through the Texas Commission on Fire Protection. In less than one year I will have a master certification in fire. I hold a head of a department, hazmat tech, fire instructor 3 and fire officer 2 certification as well. I have finished the Executive Fire Officer Course at the NFA in Emmitsburg, Maryland and the Fire Service Chief Executive Officer Course in College Station. I will be completing the Chief Fire Officer course through the Texas Fire Chiefs Association this coming May 2015. I am a licensed paramedic and recognized State of Texas Medical Director. I have lectured at numerous state wide training events and spoke at the TEEX leadership symposium in Frisco, TX this past year.

I have provided medical direction for numerous city services for over 12 years. I have been completing Lubbock Fire Department Annual Physical Examinations and taking care of their members for over 10 years. I feel that I truly understand the job of being a firefighter/paramedic and have actually performed that role many times. I truly understand the demands of the job and what performances are mandated. These experiences will allow me to provide the best care for not only the individual but the department and city."

ii) Provide documentation that the physician has reviewed the job description and any other applicable regulations before examining the applicant/employee and clearly document whether the applicant/employee has passed or failed each examination or whether they need to follow-up with their primary care physician (PCP) or specialist before a determination can be made. The City has provided a sample Employee Medical History Questionnaire, Standard Physical Examination form, Fire Physical Examination form, and Police Physical Examination form to be completed by the physician. These forms may be revised based on the appropriate testing for the position.

PNS will use forms designated by the City and can revise them in the future based on the needs of City Departments.

iii) The physician(s) conducting the physical will need to be available for consultation with the Human Resources Department and/or the Risk Management Department.

Physicians will be available to Human Resources and/or the Risk Management Department

iv) An on-site evaluation may be required by the City for recommendations for changing the work place or work habits where injuries are occurring at an abnormal frequency.

PNS can perform on-site evaluation as required by the City

v) The City of Lubbock requires that workplace disability assessments be conducted by an Occupational Medicine physician.

PNS proposes that the City can choose from a group of Occupational Medicine physicians to designate a physician to perform workplace disability assessments. PNS wants the Human Resources and Risk Management Department to be able to meet multiple physicians within PNS who have Occupational Medicine backgrounds and select the one the City feels most comfortable with to perform these Assessments.

d) Off-site Testing Services

i) Any employee who is required to undergo testing at an off-site location will be responsible for obtaining and providing those results to the Consultant. The employee shall have this testing performed using their group health insurance. The Consultant is responsible for maintaining these records.

e) ADA/AA Compliance

i) Provide the City with the maximum recommended physical capacity of the applicant so that the City can determine what modifications to the job might be made to allow the applicant/employee to perform the essential functions of the job.

The City has provided a sample Physician's Recommendation form that specifies the employee's/applicant's physical capabilities. These forms may be revised dependent on the requirements for the position.

PNS agrees to provide City with maximum recommended physical capacity of applicants and will utilize City's Physician Recommendation form.

ii) An on-site evaluation may be required by the City so that an opinion can be made as to whether a job can be accommodated for an employee/applicant.

PNS agrees to do on-site evaluations

4) BASIC REQUIREMENTS FOR SCOPE OF SERVICES DRUG/ALCOHOL SCREENING

In addition to any information requested in section 5, all responses must also address the following requirements and answer any questions listed below. **Any variations or exceptions from these requirements must be clearly stated in your response.**

a) Data Management/Administration/Reporting

i) Advise the City of any changes in Federal requirements with respect to the regulations. Also, act as subject matter expert on related issues.

1) Do you provide expert witness testimony in court?

See Alere Toxicology Services Litigation Options in Section 8d of this proposal

ii) Provide federally required record-keeping, reporting, verification, and inspection of records. The Consultant will be required to work with the City in establishing regular administration and maintenance procedures such as billing, record-keeping, and reporting of drug/alcohol test results. The data remains the property of the City, with such data being turned over to the next vendor at termination of the agreement.

PNS agrees to provide billing, record-keeping, and reporting to City.

iii) Provide employee compliance identification and verification.

iv) The Consultant must commit to working with the City to customize their standard referral

PNS Background

UMC Physician Network Services (PNS) is a physician practice management group formed by UMC in 1996 to manage the hospital's Community Health Centers and to develop a broad base of primary care patients that would support the hospital and medical school.

Since its inception, it has grown to over 125 providers representing all primary care specialties – family practice, family practice with obstetrics, internal medicine, and pediatrics, complemented with mid-level providers including both physician assistants and nurse practitioners. PNS has associations with physicians specializing in podiatry, pediatric surgery, cardio-thoracic surgery, general surgery, allergy and immunology, obstetrics and gynecology, gastroenterology and pediatric development.

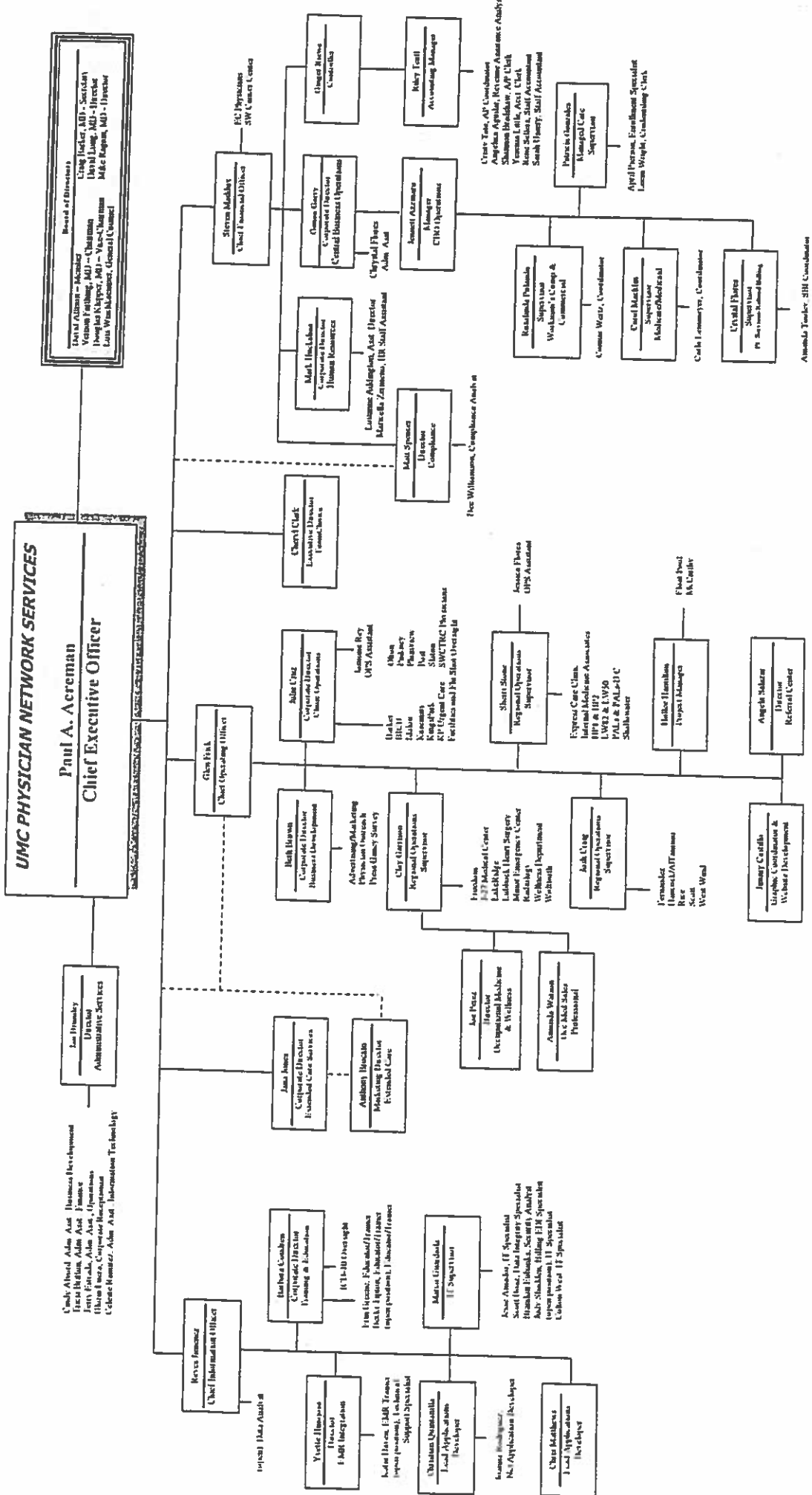
Our support staff consists of over 500 experienced health care employees composed of nurses, ancillary services, and administrative professionals. We have approximately 40 practice sites located throughout Lubbock and the surrounding area including community health centers, private physician practices, and urgent care centers open seven days a week, including holidays. Combined, these practices provide care to over 400,000 patients each year.

PNS stands ready to meet the challenge of delivering quality health care in an ever-changing health care environment and supports many of your physicians with management and other services.

Our Mission

- Create the best primary care network accessible to our entire community
- Provide a variety of practice management services to its practitioners that meet or exceed national standards
- Commit to mutual respect, loyalty and teamwork among patients, practitioners, and all employees
- Support UMC Health System and TTUHSC
- Accomplish this mission in a fiscally responsible manner

Operating medical clinics is what PNS has done for over 15 years. Our success is well documented.



Key Person Designation Clay Garrison

Clay Garrison will have the primary responsibility for monitoring the contract with the City of Lubbock. In his current role as a Regional Operations Supervisor of UMC Physician Network Services, he is responsible for consulting, advising and assisting the Chief Operations Officer in providing leadership and direction in coordinating both patient and non-patient care activities. Clay oversees the daily operations of six (6) PNS clinics in addition to oversight of radiology, ancillary services, and the UMC PNS Occupational Medicine and Wellness Department.

Clay holds a Bachelor of Arts in History from Texas Tech University. He is a member of Medical Group Management Association and the Advisory Board. He is currently pursuing certification from the American College of Medical Practice Executives and his Masters Degree in Business Administration from Sul Ross State University.

An Odessa native, Clay joined UMC Physician Network Services in October of 2001. He has held several positions including clinic manager before becoming a Regional Operations Supervisor in 2011.

Paul A. Acreman
Chief Executive Officer

Paul A. Acreman serves as Senior Vice President of the UMC Health System and Chief Executive Officer of UMC Physician Network Services. Paul received Bachelor of Science and Master of Science degrees in Agriculture from Texas A&M University and holds a Master of Business Administration degree from the University of Texas of the Permian Basin. He has earned certification from the American College of Medical Practice Executives.

Paul joined the UMC Health System in 1997 as Chief Executive Officer of Physician Network Services. Prior to coming to UMC, Paul performed as Director of Operations and Director of Managed Care with Primary Medical Clinic of Odessa, Midland, Lubbock and Houston. He has been involved in the healthcare industry since 1988.

Under his leadership, UMC PNS has been recognized seven times by the Medical Group Management Association for Superior Performance, twice by the Texas A&M University Mayes College of Business as one of the Aggie 100 fastest growing Aggie owned or operated businesses in the world and three times by Texas Monthly as one of the top 100 Best Companies to Work for in Texas.

Mr. Acreman is involved in a number of community and professional activities including the United Way Development Committee, Lubbock Independent School District Foundation for Excellence Board of Directors, South Plains Council of the Boy Scouts of America Executive Board, UMC Foundation Underwriting Committee, the Medical Group Management Association and numerous wildlife conservation organizations.

Mr. Acreman, CEO, was honored with the opportunity of sharing PNS's success strategy with Medical Group Management Association, Inc. (MGMA) Members across the nation. Highlighted in the January 2009 edition of MGMA's publication, Performance and Practices of Successful Medical Groups, the Success Story featured PNS, highlighting the achievements the organization has made since its inception in 1996. MGMA has long been the gold standard for PNS and many other healthcare organizations nationwide which is why PNS is honored to have been chosen to share their success strategies with others in the healthcare industry.

Physician Network Services has grown tremendously under Mr. Acreman's leadership; staffing has grown over 600% and the number of providers has tripled. His unrelenting mission is to make PNS the best place to work and the best place to receive health care. Through his leadership, PNS continues to work towards accomplishing this goal.

Glen Frick
Chief Operating Officer

Glen Frick serves as Chief Operating Officer of UMC Physician Network Services. Glen holds a Bachelor of Business Administration in Finance degree and a Master of Business Administration degree, both from Texas Tech University. He has earned certification from the American College of Medical Practice Executives.

As COO of PNS, Glen consults, advises and assists the CEO in providing leadership and direction in planning, directing and coordinating both patient and non-patient care activities. Glen oversees the daily operations of PNS's approximately 50 medical practices, marketing, OccMed and wellness, patient referrals and provider recruiting.

Glen started his career in Dallas, Texas working in tax consulting for a national CPA firm. Glen then returned to the Hub City and joined Covenant Medical Group where he worked for nine years holding several different positions including Director of Finance, Director of the Emergency Department Physicians, Director of the Roswell Clinic and Treasurer of the CMG Board of Directors.

Glen and his wife Kim have three children. Glen is involved in a number of community and professional activities including Lubbock, Inc., Medical Group Management Association, the Advisory Group and coaching kid sports. Glen is a member of the Lubbock Chamber of Commerce Leadership Lubbock's class of 2008 and was honored as a "Lubbock Twenty under Forty" in 2010. Glen serves as a Deacon at Melonie Park Church.

**Steven Maddux
Chief Financial Officer**

Steven Maddux serves as Chief Financial Officer of UMC Physician Network Services. Steven received his Bachelor of Business Administration and Master of Science in Accounting Information Systems degrees from Texas Tech University. He is also a Certified Public Accountant.

Steven joined UMC Physician Network Services in February of 2011. As CFO, Steven oversees the functional areas of Accounting, Central Business Operations, Human Resources, and Corporate Compliance. PNS has been designated as a better performing practice by Medical Group Management Association in the area of Profitability and Cost Management for 2011 and 2012 and in the area of Accounts Receivable and Collections for 2011.

Steven joined PNS after working for Tyler Technologies, Inc. for nine years, where he served as Accounting Manager, Controller, and Director of Revenue Assurance. Prior to Tyler Technologies; he worked within the Technology and Security Risk Services Group with Ernst & Young, LLP.

Steven is a Lubbock native and he and his wife, Jill, have one daughter, Addison. He is involved in a number of professional organizations including, the American Institute of CPA's, Texas Society of Certified Public Accountants, Healthcare Financial Management Association, Medical Group Management Association, and The Advisory Board Company.

A Fire physical consists of the completion of a Medical History Questionnaire, a review of the employee's family medical history, past medical history and current medical status (including medications). The physician will discuss with the employee any "yes" answers on the questionnaire and advise of any potential hazards of medications, including over-the-counter medications. The employee's height and weight are obtained to determine body mass index (BMI). Blood pressure and temperature are taken and documented. Audio and vision tests are conducted. A resting 12-lead ECG shall be performed. Further investigation may be necessary if any abnormality is seen. A urinalysis is performed to check for protein, blood and sugar. The presence of protein, blood or sugar may necessitate additional testing. Labwork is drawn that includes the following: white blood cell count, differential, red blood cell count, platelet count, liver function tests, tryglycerides, glucose, blood urea nitrogen, creatinine, sodium, potassium, carbon dioxide, total protein, albumin, calcium, and cholesterol. A two view chest x-ray will be performed. The physician will conduct a review of systems including eyes, ears, mouth and throat, heart, lungs and chest, abdomen and viscera, vascular system, genito-urinary system (for hernias), extremities, spine and neurological system. The physician's findings are documented on the Physical Examination form.



UMC Physician Network Services p. 806.761.0333
5219 Civic Bank Parkway Suite 160 f. 806.785.7685
Lubbock, Texas 79407 umchealthsystem.com
pns@online.net

September 9, 2014

Kathy Shephard
Buyer
City of Lubbock Purchasing and Contract Management
1625 13th Street
Lubbock, TX 79457

Transmitted via Electronic Mail to: KShephard@mail.ci.lubbock.tx.us

Subject: Request for Clarification for RFP 14-11957-KS Employment Physical Examinations and Drug/Alcohol Screening

Dear Ms. Shephard,

Please accept this as UMC Physician Network Services electronic response for your request for clarification. We will be hand delivering a hard copy to your office on Wednesday September 9, 2014. If you have any further questions please feel free to contact me at 806-761-0333 or by email at clayton.garrison@umchealthsystem.com.

General:

1. Does UMC Physician Network Services have contracts with other agencies for out-of-town employment physical examinations and drug/alcohol screening (will not include Fire or Police)?

UMC PNS utilizes E-Screen/Alere Toxicology for our drug screening services. We can ensure that the City of Lubbock is setup in E-Screen where they can utilize any E-Screen collection site outside of the Lubbock area if a need arises for out-of-town drug screening arises. UMC PNS has locations in Olton, Plainview, Shallowater, Post, Slaton, and Idalou if an out of town physical needs to be administered. We do not contract with other agencies for physical exam services outside of our region.

2. Will results of physical exams be reported to the City within 24 hours of exam?



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 Lubbock, Texas 79407 umchealthsystem.com
 pnsonline.net

UMC PNS locations will report results of physical exams to City within 24 hours. We will work with your Human Resources/Risk Management Department to ensure that a system is setup that is satisfying to City's reporting requirements.

Testing:

1. What testing is done for the pre-employment physical with Self Contained Breathing Apparatus other than the Occupational Safety and Health Administration questionnaire and Self Contained Breathing Apparatus testing?

A standard pre-employment physical with Self Contained Breathing Apparatus consists of the employee's/applicant's completion of an Employee/Applicant Medical History Questionnaire, a review of the employee's/applicant's family medical history and the employee's/applicant's past medical history and current medical status (including medications). The physician will discuss with the employee/applicant any "yes" answers on the questionnaire and advise of any potential hazards of medications, including over-the-counter medications. The employee/applicant's height and weight are obtained to determine body mass index (BMI). Blood pressure and temperature are taken and documented. Standard vision and hearing tests are performed. A urinalysis is performed to check for protein, blood and sugar. The presence of protein, blood or sugar may necessitate additional testing. The physician will conduct a review of systems including eyes, ears, mouth and throat, heart, lungs and chest, abdomen and viscera, vascular system, genito-urinary system (for hernias), extremities, spine and neurological system, including grip strength and range of motion. Abnormal findings on physical exam may require further testing such as a chest x-ray for abnormal breath sounds including wheezes or alveolar rales. Self-Contained Breathing Apparatus (SBCA) testing will be performed once the physician determines the employee/applicant has the ability to use the respirator. The physician's decision is based on results of the physical exam and the employee/applicant's responses to the OSHA Respirator Medical Evaluation Questionnaire (OSHA Appendix C to Section 1910.134). Additional testing may be required based on the responses. Once the determination is made and the form has been completed, staff trained to administer respirator fit testing will conduct the test. The physician's findings are documented on the Physical Examination form.

2. What testing is included in the standard vision test for Fire physicals?



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Vision test will include evaluation of distance, near, peripheral, and color vision. Evaluate for common visual disorders including cataracts, macular degeneration, glaucoma, and diabetic retinopathy.

3. The following are in the National Fire Protection Association 1582 and not noted in proposals:
 - 3.1 (7.7.13) Due to an increased cancer risk, the fire department shall provide all male fire fighters with prostate specific antigen (PSA) testing beginning at age 50 and annually thereafter. Those with a family history or African American heritage, who are at higher risk of prostate cancer shall be provided testing at age 40 and annually thereafter.
 - 3.2 (7.7.12.1) Fecal occult blood testing shall be provided annually to all members above the age of 40 or earlier if clinically indicated.
 - 3.3 (7.6) Genitourinary (includes pap smear, testicular exam, rectal exam for prostate mass)
 - 3.4 (7.7.7.1) Mammography shall be performed annually on each female member over the age of 40.

Please advise as to whether you are able perform the above testing or if the employee will need to see their personal physician for this testing. If you are able to perform the tests, please advise of the cost for each exam.

Wolfforth Clinic is able to perform PSA testing, fecal occult blood testing, pap smears, testicular exams, rectal exams for prostate mass to meet NFPA 1582 guidelines for Fire physicals. Dr. Addington is able to refer patients to center of their choosing for mammography testing.

4. Please describe your ability to perform the pulmonary function testing per National Fire Protection Association 1582 (7.7.4.1)

Wolfforth Clinic is able to perform pulmonary function testing per National Fire Protection Association 1882 (7.7.4.1).



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 physician@net

5. Please describe the difference, if any, between the baseline Fire physical and the annual Fire physical that you will provide. If there is a difference, please advise of the price for each.

Annual Fire Physical includes additional services including Prostate Specific Antigen testing for males, Fecal Occult Blood testing, Free and Total Testosterone levels for males, and Thin Prep Pap Smears for females. All other services will be the same as baseline fire physical requirements.

Pricing

Annual Fire Physical Male: \$280.00
 Annual Fire Physical Female: \$270.00
 Baseline Fire Physical for Male and Female: \$215.00

6. Is the Special Teams Fire physical the same physical as the Standard Fire physical?

The only difference in Special Teams Fire physical versus the Standard Fire physical would be if the member is a Haz-Mat Team Member. If fire fighter is on Hazardous Materials team we would perform Heavy Metals testing (lead, arsenic, mercury, cadmium, chromium, copper, zinc).

Pricing

Heavy Metals Testing (Haz-Mat Only): \$75.00

7. Is the initial Asbestos exam and the periodic Asbestos exam the same?

Yes

8. Please advise what drugs are screened for in the non-Department of Transportation drug screen, Department of Transportation drug screen, and Civil Service drug screen.

Non-Department of Transportation drug screen will consist of marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites, and phencyclidine (PCP).



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Department of Transportation drug screen will consist of marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites, and phencyclidine (PCP).

Civil Service drug screen will consist of marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites, and phencyclidine (PCP), propoxyphene, barbiturates, methaqualone, methadone, and benzodiazepines.

9. What metabolites are screened for in the Synthetic Stimulants and Anabolic Androgenic Steroids drug screens?

See "Attachment A" for list of components in Anabolic-Androgenic Steroids Screen

See "Attachment B" for list of Synthetic THC Metabolites

Bath Salt testing screens for methylenedioxypropylvalerone (MDPV) which is a synthetic cathinone.

Pricing

1. Can you provide a breakdown of prices for services? For example, what is the cost of a physical exam, Occupational Safety and Health Administration questionnaire, Self Contained Breathing Apparatus testing, etc.?

Baseline Fire Physical:

Physical Exam: \$65.00

Spirometry: \$40.00

Lab Services: \$40.00

Chest X-Ray: \$35.00

EKG: \$35.00

Annual Fire Physical:

Physical Exam: \$110.00

Spirometry: \$40.00

Lab Services (Male): \$60.00



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Lab Services (Female): \$50.00

Chest X-Ray: \$35.00

EKG: \$35.00

Heavy Metals Testing for Haz-Mat Team Member: \$75.00

Self Contained Breathing Apparatus Fit: \$15.00

OSHA Questionnaire: Included with Exam

2. What is the pricing for exams done at the doctor's discretion?

3. Is the \$300.00 fee for worksite Assessment exam a flat fee or hourly fee?

Fee is hourly

4. What is the fee for Physical Exam and Medical Record Evaluation in the Worksite Assessment exam? Is it a flat fee or hourly fee?

Rate is a \$300.00 flat rate per Physical Exam and Medical Record Evaluation in a Worksite Assessment exam.



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prisonloc.net

September 25, 2014

Kathy Shephard, Buyer
kshepherd@mylubbock.us
City of Lubbock Purchasing and Contract Management Department
1625 13th Street, Room 204
Lubbock, TX 79401

Transmitted via Eletronic Mail to: KShephard@mail.ci.lubbock.tx.us

Subject: Best and Final Offer RFP 14-11957-KS Employment Physical Examinations and Drug/Alcohol Screening

Dear Ms. Shephard,

The proposal submitted on August 7, 2014 by UMC Physician Network Services in response to the City of Lubbock RFP 14-11957-KS stands as our Best and Final Offer.

Thank you,

A handwritten signature in cursive script that reads 'Glen Frick'.

Glen Frick, Chief Operating Officer
5219 City Bank Parkway, Suite 160
Lubbock, TX 79407
Phone: 806-761-0333

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. 11957 for employment physical examinations and drug/alcohol screening per RFP 14-11957-KS, by and between the City of Lubbock and OccMed Associates, LP, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Deputy City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

vw:ccdcs/RES.Contract-OccMed Associates, LP
October 28, 2014

City of Lubbock, TX
Employment Physical Examinations and Drug/Alcohol Screening
RFP 14-11957-KS

This Service Agreement (this "Agreement") is entered into as of the 20th day of November, 2014, ("Effective Date") by and between OccMed Associates, LP, (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 14-11957-KS for Employment Physical Examinations and Drug/Alcohol Screening.

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; all Employment Physical Examinations with the exception of Standard Fire Physical and Special Teams Fire Physical, to include Expert Services, and Drug/Alcohol Screening to include Expert Services.

WHEREAS, Contractor desires to perform as an independent contractor to provide Employment Physical Examinations and Drug/Alcohol Screening, 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 – Employment Physical Examinations Specifications
3. Exhibit B – Drug/Alcohol Screening Specifications
4. Exhibit C – Pricing Proposal Sheet
5. Exhibit D – Proposal

Scope of Work

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

Article 1 Services

- 1.1 Contractor agrees to perform those services for the City that are specified in Exhibit A and B (the "Services"). The City agrees to pay the amounts stated in Exhibit C to Contractor for performing services. Contractor shall comply with all the applicable requirements set forth in Exhibits A-D attached hereto.

- 1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.
- 1.3 Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.
- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.
- 2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services

provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

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

CITY OF LUBBOCK, TX:

CONTRACTOR:

Glen C. Robertson, Mayor



Contractor's Signature

BRYCE OLSON

Printed Name

ATTEST:

Executive Director

Title

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Leisa Hutcheson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:



Mitch Satterwhite, First Assistant City Attorney

II. EMPLOYMENT PHYSICAL EXAMINATIONS SPECIFICATIONS

1) INTENT

- a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Consultant") to provide Employment Physical Examinations.
- b) Consultants 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) GENERAL INFORMATION

- a) The City is soliciting proposals from hospitals and other health care professionals to provide pre-employment physical examinations for specified job applicants as well as promotional applicants. These job applicants fall into two categories: Civil Service (Fire Fighters and Police Officers) and non-Civil Service. Non-Civil Service jobs that require physicals are those positions that involve strenuous physical exertion as a portion of their job duties. Approximately 200-250 non-Civil Service and 350-450 Civil Service individuals would require physicals annually.
- b) ADAAA substantially impacts the hiring and retention of persons with disabilities, and therefore the City must address the procedures used to determine an applicant's physical capabilities to perform specific job functions. The City desires to develop an on-going relationship with physicians who have knowledge of and/or training in occupational medicine. A close relationship must exist in order for physicians to understand the nature of work for many of our employees, so that proper judgments can be made concerning employment. Since ADAAA requires that the employer make reasonable accommodations for applicants or current employees who become disabled, the City relies on the expert opinion of its physicians(s) for help in determining avenues for accommodating employees/applicants.

3) SCOPE OF SERVICES REQUESTED

Job descriptions, that describe the essential functions of the job and the physical requirements of the position, will be provided upon award of the contract. You will be required to determine what special testing is appropriate for the position (*i.e.*, SCBA, vision, color blindness, etc.).

The following services will be required by the successful Consultant:

- a) Non-Civil Service Pre-Employment/Promotional Physical (with or without SCBA)
*City of Lubbock employees are exempt from the physical provisions of 49 CFR 390.3(f)(2)
- b) Fire Physical – Pre-employment (Baseline) and Annual
- c) Special Teams Fire Physical (Heavy Metals Evaluation for Dive Team and HazMat) – Annual
- d) Police Physical – Pre-employment and Promotional
- e) 911 Employee Physical – Pre-employment
- f) Asbestos Physical – Baseline and Annual
- g) Worksite Assessment – ADAAA and Workplace Disability Assessments

4) BASIC REQUIREMENTS FOR SCOPE OF SERVICES

In addition to any information requested in Section 5, all responses must also address the following requirements and answer any questions listed below. **Any variations or exceptions from these requirements must be clearly stated in your response.**

- a) Data Management/Administration/Reporting
- i) The Consultant will be required to work with the City in establishing regular administration and maintenance procedures such as billing, record-keeping, and reporting of physical results. The data remains the property of the City, with such data being turned over to the next vendor at termination of the agreement.
 - ii) The Consultant must commit to working with the City to customize their standard referral form or to develop a unique referral form for the City that provides ease of invoicing, customer identification, and ease of use by Human Resources Department.
- b) General Services
- i) Provide access to physical exams during regular business hours (Monday through Friday, 8 a.m. through 5 p.m.) at a location within the city limits of Lubbock, Texas.
 - ii) Provide forms used for patient intake information, physician's recommendations, or other forms used.
 - iii) The Consultant shall comply with all applicable federal, state, and local regulations including NFPA 1582 and the City of Lubbock Civil Service Commission Rules and Regulations.
- c) Physician Services
- i) Provide a maximum of two physicians to administer all physical exams to ensure that these examinations and all records maintained are consistent from one individual to the next.
 - 1) Please list the names of physician(s) who would be attending to the various physicals required by the City and their qualifications in occupational medicine or related area. What is the percent of time physician(s) spends on work-related physicals and evaluations?
 - ii) Provide documentation that the physician has reviewed the job description and any other applicable regulations before examining the applicant/employee and clearly document whether the applicant/employee has passed or failed each examination or whether they need to follow-up with their primary care physician (PCP) or specialist before a determination can be made.

The City has provided a sample Employee Medical History Questionnaire, Standard Physical Examination form, Fire Physical Examination form, and Police Physical Examination form to be completed by the physician. These forms may be revised based on the appropriate testing for the position.
 - iii) The physician(s) conducting the physical will need to be available for consultation with the Human Resources Department and/or the Risk Management Department.
 - iv) An on-site evaluation may be required by the City for recommendations for changing the work place or work habits where injuries are occurring at an abnormal frequency.
 - v) The City of Lubbock requires that workplace disability assessments be conducted by an Occupational Medicine physician.
 - 1) Please list the name of the physician(s) who would be attending to the workplace disability assessments and their qualifications. What is the percent of time physician(s) spends on workplace disability assessments?
- d) Off-site Testing Services
- i) Any employee who is required to undergo testing at an off-site location will be responsible for obtaining and providing those results to the Consultant. The employee shall have this

testing performed using their group health insurance. The Consultant is responsible for maintaining these records.

e) ADAAA Compliance

- i) Provide the City with the maximum recommended physical capacity of the applicant so that the City can determine what modifications to the job might be made to allow the applicant/employee to perform the essential functions of the job.

The City has provided a sample Physician's Recommendation form that specifies the employee's/applicant's physical capabilities. These forms may be revised dependent on the requirements for the position.

- ii) An on-site evaluation may be required by the City so that an opinion can be made as to whether a job can be accommodated for an employee/applicant.

5) QUALIFICATION DATA

In addition to any information requested in Section 4, all responses must also address the following requirements and answer any questions listed below. **Any variations or exceptions from these requirements must be clearly stated in your response.** *All Pricing Proposal Sheets must include an itemized list of services and cost for each service.

- a) Interested firms and individuals shall submit their qualifications by completing the Proposal Submittal Form, enclosed herein.
- b) The completeness and accuracy of the data provided by each firm will be considered in the selection process, in addition to the content of the data. Additional data and/or material related to the qualification of a firm may also be submitted; however, such data and/or material may or may not be given value when considering the qualification of a firm.
- c) In addition to the information required for the specific categories of data management/administration/reporting, general services, physician services, off-site testing services, and ADAAA compliance, all responses must also contain the following information:
- i) Although there are various departmentalized physicals required by the City, please describe the test components that are a part of all physical examinations conducted by your agency.
- ii) Please describe the test components that are a part of SCBA testing in accordance with OSHA standards.
- iii) Please describe the test components that are a part of Fire Physicals conducted in accordance with OSHA 29 CFR 1910.134, NFPA 1582 and City of Lubbock Civil Service Commission Rules and Regulations Section 5.01. (OSHA 29 CFR 1910.134 can be found online at https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=standards&p_id=12716, the current edition of NFPA 1582 can be found online at <http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=1582&tab=about>, and the current City of Lubbock Civil Service Commission Rules and Regulations Section 5.01 has been provided in this packet.)
- 1) Pre-employment physical (Baseline)
 - 2) Annual physical
- iv) Please describe the test components that are a part of the Special Teams Fire Physical (Heavy Metals Evaluation for Dive Team and HazMat) conducted in accordance with OSHA 29 CFR 1910.120 and NFPA 1582 and City of Lubbock Civil Service Commission Rules and Regulations Section 5.01. (OSHA 29 CFR 1910.134 can be found online at https://www.osha.gov/pls/oshaweb/owadisp.show_document?p_table=standards&p_id=12716

6, the current edition of NFPA 1582 can be found online at <http://www.nfpa.org/codes-and-standards/document-information-pages?mode=code&code=1582&tab=about>.

- 1) Annual physical
- v) Please describe the test components that are a part of Police Physicals conducted in accordance with City of Lubbock Civil Service Commission Rules and Regulations Section 5.01. (The current City of Lubbock Civil Service Commission Rules and Regulations Section 5.01 has been provided in this packet.)
 - 1) Pre-employment physical
 - 2) Promotional physical
- vi) The 911 Employee Physical will test for audio, vision, and colorblindness and must meet DOT guidelines. Please describe the test components for this physical.
 - 1) Pre-employment physical
- vii) Please describe the test components that are a part of Asbestos exams in accordance with OSHA standards.
 - 1) Baseline physical
 - 2) Annual physical
- viii) Describe your patient intake and examination procedures in terms of available hours for employment physicals, background information required, general examination procedures, reasons for x-rays, urinalysis or other tests required. (Drug Testing will be conducted through other means.)
- ix) Cost for a standard pre-employment/promotional physical examination. *See attached Pricing Proposal Sheet A.
- x) Cost for physical examinations for those employees who are required to use SCBA respirators. *See attached Pricing Proposal Sheet A.
- xi) Cost for those employees who are required to pass a standard Fire physical examination. *See attached Pricing Proposal Sheet B.
- xii) Cost for those employees who are required to pass a Special Teams Fire physical examination. *See attached Pricing Proposal Sheet B.
- xiii) Cost for those employees who are required to pass a Police physical examination. *See attached Pricing Proposal Sheet C.
- xiv) Cost for those employees who are required to pass a 911 Employee physical examination. *See attached Pricing Proposal Sheet D.
- xv) Cost for those employees who are required to pass a standard Asbestos physical examination. *See attached Pricing Proposal Sheet E.
- xvi) Cost, if required, for follow-up consultation concerning job modifications. *See attached Pricing Proposal Sheet F.
- xvii) Cost, if required, for on-site visit and recommendations to high injury areas, or to determine accommodations for return to work, disqualification for work, or for persons with disabilities. *See attached Pricing Proposal Sheet F.

6) INSURANCE

a) The Consultant will hold the City harmless from any claim of liability asserted by reason of the negligence of the Consultant, its agents, servants, and employees in the performance of this agreement. Throughout the term of this agreement, the Consultant will maintain Worker's Compensation and liability insurance in the following minimum amounts:

i) General Liability:

Consultant's insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and in the aggregate and shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability
- Personal Injury and Advertising Injury
- Products and completed operations

Limits may be maintained in any amount of primary and excess coverage.

ii) Professional Liability:

Consultant's insurance shall contain a limit of at least \$1,000,000 per occurrence.

iii) Business Automobile Liability:

Consultant's insurance shall contain a combined single limit of at least \$500,000 per occurrence, and include coverage for but not limited to the following:

- Bodily injury and property damage

iv) Workers' Compensation and Employers Liability Insurance:

Consultant shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Consultant shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Consultant maintains said coverage. Any termination of workers' compensation insurance coverage by Consultant or any cancellation or non-renewal of workers' compensation insurance coverage for the Consultant shall be a material breach of this contract. The Consultant may maintain Occupational Accident and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Employer's Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, and \$500,000 by disease each employee shall also be obtained and maintained throughout the term of this Agreement.

v) Other Insurance Requirements:

Consultant's general liability and auto liability insurance policies through policy endorsement must include wording, which states that the policy shall be primary and non-contributory with respect to any insurance carried by City of Lubbock. All policies must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

vi) A certificate of insurance specifying each and all coverages shall be submitted within ten (10) days of contact execution.

**“SAMPLE DOCUMENT”
CITY OF LUBBOCK
PHYSICAL EXAM
STANDARD**

Employee's Name:		Position Title:	
Date of Exam:		Examining Physician:	
Components Performed	Able to Perform Job Tasks	Unable to Perform Job Tasks	Significant Changes Noted from Previous Exam (If applicable)
<input type="checkbox"/> Physical Exam			
<input type="checkbox"/> Laboratory Tests			
<input type="checkbox"/> Urinalysis			
<input type="checkbox"/> Vision Test			
<input type="checkbox"/> Audiometry			
<input type="checkbox"/> Spirometry			
Explanation of Abnormal Results/Significant Changes:			
<input type="checkbox"/> Medically cleared to perform job tasks. <input type="checkbox"/> Denied medical clearance for current job tasks.			

I certify that I have reviewed the job description for the position of _____ before completing the physical examination.

Physician Signature

**“SAMPLE DOCUMENT”
CITY OF LUBBOCK
PHYSICIAN RECOMMENDATIONS
EMPLOYMENT PHYSICAL**

Applicant/Employee Name: _____

Job Title: _____

Examination Date: _____

PHYSICAL CAPABILITIES

The following represents the overall physical capabilities that can be performed safely by the individual listed above during an eight to ten hour shift:

Based on the following criteria:

- Rarely: less than 10% of the shift.
- Occasionally: up to 33% of the shift.
- Frequently: up to 66% of the shift.
- Continuously: from 67% to 100% of the shift.

- _____ % of time the individual can stand.
- _____ % of time the individual can walk.
- _____ % of time the individual can sit.
- _____ % climbing – to ascend or descend ladders, scaffolding, stairs, poles, or inclined surfaces.
- _____ % bending – to flex upper trunk forward.
- _____ % kneeling – bending the legs at the knees to come to rest on the knee or knees.

LIFTING: To exert physical strength necessary to move objects from one level to another.

			NEVER	RARELY	OCCAS	FREQ	CONT
Under 10 lbs	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	_____	_____	_____
10 to 25 lbs.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	_____	_____	_____
25 to 50 lbs.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	_____	_____	_____
50 to 75 lbs.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	_____	_____	_____
75 to 100 lbs.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	_____	_____	_____
Over 100 lbs.	<input type="checkbox"/> Yes	<input type="checkbox"/> No	_____	_____	_____	_____	_____

TWISTING: To rotate upper trunk to the right or left from neutral while sitting or standing.

- NEVER RARELY OCCAS FREQ CONT

DRIVING: To rotate upper trunk to the right or left from neutral while sitting or standing.

- NEVER RARELY OCCAS FREQ CONT

Vehicles or other moving equipment used as part of this job:

REACHING: To position arms with any degree of elbow flexion.

		NEVER	RARELY	OCCAS	FREQ	CONT
Above shoulder height:	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____
At shoulder height:	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____
Below shoulder height:	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____

HAND COORDINATION:

	RIGHT	LEFT	BOTH	HOW OFTEN	HOW LONG
Major Hand:	_____	_____	_____	_____	_____
Fine manipulation:	_____	_____	_____	_____	_____
Gross manipulation:	_____	_____	_____	_____	_____
Simple Grasping:	_____	_____	_____	_____	_____
Power Grip:	_____	_____	_____	_____	_____
Hand Twisting:	_____	_____	_____	_____	_____

COORDINATION (EYE, HAND, and FOOT): Operation of foot and hand controls.

NEVER RARELY OCCAS FREQ CONT

TALKING/SEEING/HEARING:

NEVER RARELY OCCAS FREQ CONT

CARRYING: Transporting an object, usually holding it in the hands, arms or shoulders.

		NEVER	RARELY	OCCAS	FREQ	CONT
Under 10 lbs	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____
10 to 25 lbs.	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____
25 to 50 lbs.	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____
50 to 75 lbs.	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____
75 to 100 lbs.	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____
Over 100 lbs.	<input type="checkbox"/> Yes <input type="checkbox"/> No	_____	_____	_____	_____	_____

PULLING: To draw towards oneself, in a particular direction, or into a particular position.

NEVER RARELY OCCAS FREQ CONT

PUSHING: To exert force on or against an object in order to move it away.

- NEVER RARELY OCCAS FREQ CONT

CROUCHING/STOOPING: To flex upper trunk forward at waist; partial flexion of knees.

- NEVER RARELY OCCAS FREQ CONT

KNEELING/SQUATTING: To rest on bent knees; to rest on one's heels with bent knees.

- NEVER RARELY OCCAS FREQ CONT

CRAWLING: To move entire body along a surface with hip/knee flexion and arm extension / flexion.

- NEVER RARELY OCCAS FREQ CONT

ENVIRONMENTAL CONDITIONS: Can work under conditions tolerable to the general population:

- Dust Fumes Heat Indoors
- Cold Noise Vibration Outdoors

SUMMARY RECOMMENDATION:

- This individual is physically capable of performing the duties as described in the job description of**

- This individual will require modifications to be able to perform the position of**

Suggestions for modifying this job:

Physician Signature

Date

ATTACHMENT ONE
CITY OF LUBBOCK
CIVIL SERVICE COMMISSION
RULES AND REGULATIONS

**RULE 5 FIRE FIGHTER AND POLICE OFFICER
PHYSICAL AND EDUCATIONAL
REQUIREMENTS FOR APPOINTMENT**

Section 5.01 Medical and Physical Requirements for Beginning Positions

- a) **Physical Capabilities** - All applicants are required, prior to employment, to pass a medical/physical examination performed by a physician selected by the Commission. The purpose of such examination is to ensure the applicants medical fitness to consistently perform the following physical components:
- 1) **Police Officer:** There are, at a minimum, seven (7) physical ability areas that are frequent and critical to the adequate performance of the position of police officer. The applicant must be of a physical condition to adequately perform in these areas. These areas are:
- Climbing** - Requires the ability to climb stairs, ladders and over fences and walls.
- Pushing** - Requires the ability to push such objects as a vehicle, with or without assistance.
- Dragging/Pulling** - Requires the ability to drag/pull objects or an unconscious, semi-conscious or passive resisting person.
- Lifting/Carrying** - Requires the ability to lift or carry an object such as a spare tire, small television or stereo set, or assist in lifting an unconscious or disabled person.
- Running** - requires the ability to maneuver, while running, around obstacles such as vehicles and trees or shrubs and maintain balance while negotiating rough terrain and uneven surfaces such as ditches, curbs and walkways.
- Jumping** - Requires the ability to jump obstacles such as narrow ditches, small shrubs and fences.
- Crawling** - Requires the ability to crawl through confined spaces such as storm drains, attics and crawl spaces that are typical in building searches.
- 2) **Firefighter** - There are several physical ability areas that are frequent and critical to the adequate performance of the position of firefighter. The applicant must be of physical condition to adequately perform in these areas. These areas are:
- Climbing** - Requires the ability to mount and dismount various pieces of fire equipment while wearing full complement of fire fighting safety equipment such as self-contained breathing apparatus (which weighs approximately forty-five pounds), boots, gloves, pants, coat, and helmet. Requires the ability to climb and descend stairs, fences, walls and ladders ranging from eight feet to 100 feet.

Dragging/Pulling - Requires the ability to drag/pull a variety of fire hoses ranging from 30 pounds to several hundred pounds; requires the ability to drag/pull heavy, bulky items such as personal household items and commonly used fire tools and equipment; requires the ability to drag/pull an unconscious or semi-conscious person to safety.

Lifting/Carrying - Requires the ability to lift/carry, with assistance, fire department tools, equipment and hoses, or assist in lifting or carrying an unconscious or disabled person.

Forcible Entry - Requires the ability to use heavy sharp or blunt objects to make a safe passage through roofs or doors.

- b) **Physical Examination** – The physical examination shall include a thorough medical examination to determine whether applicants are physically sound and free from any defect, which may adversely affect the performance of the duties of the position for which they are being considered. The physician may administer tests and examinations including a back x-ray, chest x-rays, laboratory tests or other tests and examination as are deemed necessary and proper. The examination shall include, but not be limited to the following requirements:

- 1) **Medical History:** Applicants are required to provide, at the physician's request, a full and accurate medical history. Falsification of such information shall result in rejection.

- 2) **Vision - Police Officers**

Police officer candidates shall possess uncorrected visual acuity of 20/100 or better in each eye with both eyes correctable, with eye glasses, to at least 20/20 binocular vision, or 20/200 or better vision correctable to at least 20/20 binocular vision with contact lenses.

Color Perception - Ability to discriminate between the basic color groups.

Vision - Firefighters

With Glasses or Contacts: minimum uncorrected binocular visual acuity of 20/100 and minimum corrected binocular visual acuity of 20/30. Successful long-term soft contact wearers will not be required to meet uncorrected visual acuity standards.

Peripheral Vision: minimum uncorrected peripheral vision of 140 degrees in the horizontal median in each eye.

Color Perception: Must be able to discriminate between red, green and yellow.

- 3) **Hearing – Police Officers**

Police officer candidates shall be able to pass a “forced whisper” test.

Hearing – Firefighters

All applicants shall be able to hear sounds within the normal hearing range as defined by NFPA 1582.

- 4) Cardiovascular system – Resting Blood Pressure shall not have a consistent reading above 140/90 mm Hg. An elevated reading above 140/90 mm Hg requires no more than five repeated tests separated by a few minutes to determine reliability. The rhythm of the heart shall be strong and regular.
 - 5) Muscular and Skeletal System – The development of the muscular and skeletal frame and the condition of the joints shall be free from any defect or injury, which may adversely affect the performance of the duties of the position for which they are being considered. The applicant shall be free from chronic strains and spasms.
 - 6) Motor Skills - Applicants shall have normal eye-hand coordination and shall possess the manual dexterity to operate small tools or equipment.
 - 7) Contagious Diseases - Applicants shall be free from contagious diseases which would prevent or limit their performance of the duties for which they are being considered or which would present a health problem for employees of the department.
 - 8) Applicants shall be free from chronic diseases that prevent the performance of duties of the position for which they are being considered.
 - 9) Respiratory System - Applicants shall be free from chronic infections and respiratory ailments, which would prevent the performance of the duties for which they are being considered.
- c) Other Requirements - The above physical requirements are not exclusive.

III. DRUG/ALCOHOL SCREENING SPECIFICATIONS

1) INTENT

- a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Consultant") to provide Drug/Alcohol Screening.
- b) Consultants 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 which will be used to make the selection.

2) GENERAL INFORMATION

Being a public employer, the City is entrusted with the health and safety of its employees and citizens. In keeping with this obligation, the City has instituted drug/alcohol screening of individuals who seek employment, employees who seek promotions to positions, employees who must comply with the Omnibus Transportation Employee Testing Act (DOT), and employees whose behavior on the job reflects a reasonable suspicion that drug or alcohol usage is a problem. This behavior could include occupational accidents or illness. Due to the above-mentioned issues, the City requires drug/alcohol testing for approximately 900 applicants/employees each year.

3) SCOPE OF SERVICES REQUESTED

The following services will be required by the successful proposer:

a) Non-DOT Drug Screening:

Non-DOT drug screening should screen for: marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites, and phencyclidine (PCP). The initial test should be an immunoassay-based screen using the enzyme-multiplied immunoassay technique marketed under the trade name EMIT by Syva. A 24-hour turnaround time is required for all routine-negative drug screens. Should the employee or applicant show positive for drug usage, then a confirmation screen would be conducted in accordance with DOT guidelines.

b) Civil Service Drug Screening:

The Civil Service drug screening will be a 10 panel drug screen, screening for: marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites, phencyclidine (PCP), propoxyphene, barbiturates, methaqualone, methadone, and benzodiazepines. The initial test should be an immunoassay-based screen using the enzyme-multiplied immunoassay technique marketed under the trade name EMIT by Syva. A 24-hour turnaround time is required for all routine-negative drug screens. Should the employee or applicant show positive for drug usage, then a confirmation screen would be conducted in accordance with DOT guidelines.

c) DOT Drug Screening:

DOT drug screening should screen for: marijuana metabolites, cocaine metabolites, amphetamines, opiate metabolites, and phencyclidine (PCP). The initial test should be an immunoassay-based screen using the enzyme-multiplied immunoassay technique marketed under the trade name EMIT by Syva. A 24-hour turnaround time is required for all routine-negative drug screens. Should the employee or applicant show positive for drug usage, then a confirmation screen would be conducted in accordance with DOT guidelines.

d) Optional Drug Screening:

Optional drug screening should screen for: synthetic cannabinoids ("K2/Spice"), synthetic stimulants ("bath salts"), and anabolic-androgenic steroids.

e) **Breath Alcohol Test:**

All breath alcohol tests must be administered by a certified Breath Alcohol Technician (BAT) with approved equipment certified under Department of Transportation regulations. Immediate turnaround is required.

All tests must be performed by a Health and Human Services (HHS)-certified technician. Documentation of such certification must be submitted with RFP.

4) BASIC REQUIREMENTS FOR SCOPE OF SERVICES

In addition to any information requested in section 5, all responses must also address the following requirements and answer any questions listed below. **Any variations or exceptions from these requirements must be clearly stated in your response.**

a) **Data Management/Administration/Reporting**

i) Advise the City of any changes in Federal requirements with respect to the regulations. Also, act as subject matter expert on related issues.

1) Do you provide expert witness testimony in court?

ii) Provide federally required record-keeping, reporting, verification, and inspection of records. The Consultant will be required to work with the City in establishing regular administration and maintenance procedures such as billing, record-keeping, and reporting of drug/alcohol test results. The data remains the property of the City, with such data being turned over to the next vendor at termination of the agreement.

iii) Provide employee compliance identification and verification.

iv) The Consultant must commit to working with the City to customize their standard referral form or to develop a unique referral form for the City that provides ease of invoicing, customer identification, and ease of use by Human Resources Department.

b) **Specimen Collection Services**

i) Provide access to collection sites for pre-employment, random, reasonable suspicion, post-accident, return to duty, and follow-up testing during regular business hours (Monday through Friday, 8 a.m. through 5 p.m.). Primary collection sites must be in the City limits. Other collection sites must be made available for reasonable suspicion and post-accident testing during regular business hours in Post, Texas and Sudan or Muleshoe, Texas. Specimen collection must be done in accordance with DOT guidelines. Split samples will be required.

ii) Provide 24-hour access to collection sites for reasonable suspicion and post-accident testing at the same billing rate as samples collected during normal business hours. Specimen collection must be done in accordance with DOT guidelines. Split samples will be required.

iii) Provide access to collection sites for pre-employment testing during regular business hours (Monday through Friday, 8 a.m. through 5 p.m.) for out-of-town applicants. Specimen collection must be done in accordance with DOT guidelines. Split samples will be required.

iv) Provide for proper chain of custody and all necessary forms relating thereto.

1) Describe the chain of custody process you use from collection to shipping and to ensuring second or back-up testing validation. Explain ability to validate sample content.

v) Provide collection supplies.

vi) Monitor collection procedures.

- 1) Describe your collection site procedures.
- vii) Provide transportation of specimen to certified laboratories.
- c) Laboratory Services
 - i) Provide testing (initial and confirmation tests) through a DOT-certified testing laboratory certified by HHS under the National Laboratory Certification Program (NLCP).
 - 1) Are scientifically acceptable screening methods employed?
 - 2) List any limitations to the types of screening methods used.
 - 3) Describe the tests performed for both the initial and confirmation screening, including standards used for determining the presence of illegal substances.
 - ii) Ensure pre-employment, random, reasonable suspicion, post-accident, return to duty, and follow-up testing and storage of specimens (primary and split) are in accordance with applicable federal, state, and local regulations.
 - 1) Are the samples stored in a frozen condition? If stored in another format, indicate why?
 - iii) Ensure negative results are reported to Medical Review Officer (MRO) within 24 hours and confirmed positive results are reported to MRO within 48 hours (confirmation must be done in compliance with the applicable federal, state, and local regulations).
 - iv) Provide reporting to City using confidential protocol.
 - 1) Describe your procedures for reporting test results, maintaining confidentiality, and ensuring that complete and accurate information reaches the appropriate authorized personnel.
 - v) Provide proper documentation and storage of test results.
 - vi) Provide results reporting and monthly summaries to MRO.
 - vii) Provide list of currently used laboratories for specimen testing including location, certifications, and length of time in business.
- d) Medical Review Officer Services
 - i) Provide qualified medical review officer services to receive all test results from laboratory for negative and positive determination.
 - 1) Who is your MRO; what are his/her qualifications; what process does your MRO follow?
 - ii) The MRO shall contact employees for medical information.
 - iii) MRO shall investigate information, review it, and make a determination as to the positive or negative status of substance abuse.
 - iv) MRO shall communicate test results in a legally accepted format to the employer.
 - v) MRO shall document test results in accordance with the applicable rules and regulations.
 - vi) MRO shall provide examinations, if required.
- e) Alcohol Testing
 - i) Administer evidential testing of breath using an evidential breath testing device (EBT) that is on the National Highway Traffic Safety Administration (NHTSA) conforming products lists (CPL). Testing must be administered by a certified breath alcohol technician (BAT) or

screening test technician (STT) in compliance with the applicable federal, state, and local regulations.

- 1) Are scientifically acceptable screening methods employed?
- 2) List any limitations to the types of screening methods used.
- 3) Describe the tests performed for both the initial and confirmation screening, including standards used for determining the presence of illegal substances.

5) QUALIFICATION DATA

In addition to any information requested in section 4, all responses must also address the following requirements and answer any questions listed below. **Any variations or exceptions from these requirements must be clearly stated in your response.**

- a) Interested firms and individuals shall submit their qualifications by completing the Proposal Submittal Form, enclosed herein.
- b) The completeness and accuracy of the data provided by each firm will be considered in the selection process, in addition to the content of the data. Additional data and/or material related to the qualification of a firm may also be submitted; however, such data and/or material may or may not be given value when considering the qualification of a firm.
- c) In addition to the information required for the specific categories of data management/administration/reporting, specimen collection services, laboratory services, medical review officer services and alcohol testing, all responses must also contain the following information:
 - i) Describe how you specifically meet the criteria for testing under the Omnibus Transportation Employee Testing Act (DOT).
 - ii) All drug tests must be performed by a HHS-certified facility. Documentation of such certification must be submitted with RFP.
 - iii) Provide procedural instructions for conducting drug/alcohol screening in the event of equipment failure or inadequate staffing at a designated site. Should your agency conduct multiple sites in the same city, please provide information on which site will be designated as a primary testing site, after-hours testing site, and/or an emergency testing site.
 - iv) Provide information on licenses, certifications, training, and experience of individuals responsible for the enumerated services.
 - v) Provide information on ongoing training which is provided to staff members to ensure current knowledge of DOT regulations.
 - vi) Provide the instructions that are given to lab personnel, including any checklists used.
 - vii) Provide samples of consent forms, questionnaires, written notices, procedure checklists, post-collection checklists, or any other sample forms required.
 - viii) Provide copies of the last three (3) external proficiency testing cycles for all analyses required in this proposal.
 - ix) The City is requesting the last three (3) ratings the lab agency, which the vendors plan to use for drug testing, received from HHS. The intent of the request is to determine if the lab your agency intends to use is in good standing with HHS.
 - x) Cost of non-DOT and DOT drug tests. *See attached Pricing Proposal Sheet A.
 - xi) Cost of Civil Service drug tests. *See attached Pricing Proposal Sheet B.

xii) Cost of Optional drug tests. *See attached Pricing Proposal Sheet C.

xiii) Cost of alcohol tests. *See attached Pricing Proposal Sheet D.

6) INSURANCE

a) The Consultant will hold the City harmless from any claim of liability asserted by reason of the negligence of the Consultant, its agents, servants, and employees in the performance of this agreement. Throughout the term of this agreement, the Consultant will maintain Worker's Compensation and liability insurance in the following minimum amounts:

i) General Liability:

Consultant's insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and in the aggregate and shall include the following:

- Bodily Injury and Property Damage
- Broad Form Contractual Liability
- Personal Injury and Advertising Injury
- Products and completed operations

Limits may be maintained in any amount of primary and excess coverage.

ii) Professional Liability:

Consultant's insurance shall contain a limit of at least \$1,000,000 per occurrence.

iii) Business Automobile Liability:

Consultant's insurance shall contain a combined single limit of at least \$500,000 per occurrence, and include coverage for but not limited to the following:

- Bodily injury and property damage

iv) Workers' Compensation and Employers Liability Insurance:

Consultant shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Consultant shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Consultant maintains said coverage. Any termination of workers' compensation insurance coverage by Consultant or any cancellation or non-renewal of workers' compensation insurance coverage for the Consultant shall be a material breach of this contract. The Consultant may maintain Occupational Accident and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Employer's Liability with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, and \$500,000 by disease each employee shall also be obtained and maintained throughout the term of this Agreement.

v) Other Insurance Requirements:

Consultant's general liability and auto liability insurance policies through policy endorsement must include wording, which states that the policy shall be primary and non-contributory with respect to any insurance carried by City of Lubbock. All policies must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

vi) A certificate of insurance specifying each and all coverages shall be submitted within ten (10) days of contact execution.

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CITY OF LUBBOCK, TX

**PRICING PROPOSAL SHEET "A"
STANDARD PRE-EMPLOYMENT/PROMOTIONAL PHYSICALS
(To be completed and returned with Proposal)**

	<u>PRICING</u>
A.1 STANDARD PRE-EMPLOYMENT/PROMOTIONAL PHYSICAL	\$ <u>45.00</u>
A.2 STANDARD PRE-EMPLOYMENT/PROMOTIONAL PHYSICAL (WITH SCBA)	\$ <u>80.00</u>
A.3 EXPERT SERVICES	
Expert Testimony Consulting, Advising, and Researching	\$ <u>142.50/hour</u>

A.1 TEST COMPONENT'S FOR *PRE-EMPLOYMENT/PROMOTIONAL PHYSICALS*

Each physical exam consists of:

Provider-Reviews past medical history, past surgical history, past psychiatric history, history of on the job injuries, history of back injuries, history of significant trauma, current and recent medications taken, and drug allergies.

Vital Signs (Height, Weight, Blood Pressure and Pulse)
Distant and Near Vision
Red/Green/Yellow Differentiation (Color Blind Test)

HEENT (Head, Eyes, Ears, Nose, Throat)
Teeth, gums, and mouth
Neck exam for thyroid enlargement, carotid bruits and range of motion
Cardiac Exam (rate, rhythm, murmurs, etc.)
Abdominal Exam
Upper and Lower Extremity Exam

Inguinal/Groin Exam (Males, Only if Indicated)
Dermatological Exam for Rashes (If Indicated)

Spinal exam (If Indicated)

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Neurological Exam (reflexes, Romberg)

Gait (abnormalities noted)

Urinalysis (10 panel)

- Glucose
- Bilirubin
- Ketones
- Specific Gravity
- Blood
- pH
- Protein
- Urobilinogen
- Nitrite
- Leukocytes

Total Cost = \$45.00

A.2 TEST COMPONENT'S FOR PRE-EMPLOYMENT/PROMOTIONAL PHYSICALS WITH SCBA

Each physical exam consists of:

Provider-Reviews past medical history, past surgical history, past psychiatric history, history of on the job injuries, history of back injuries, history of significant trauma, current and recent medications taken, and drug allergies.

Vital Signs (Height, Weight, Blood Pressure and Pulse)

Distant and Near Vision

Red/Green/Yellow Differentiation (Color Blind Test)

HEENT (Head, Eyes, Ears, Nose, Throat)

Teeth, gums, and mouth

Neck exam for thyroid enlargement, carotid bruits and range of motion)

Cardiac Exam (rate, rhythm, murmurs, etc.)

Abdominal Exam

Musculoskeletal Exam

Upper and Lower Extremity Exam

Inguinal/Groin Exam (Males, Only if Indicated)

Dermatological Exam for Rashes (If Indicated)

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Spinal exam (If Indicated)

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Neurological Exam (reflexes, Romberg)
Gait (abnormalities noted)

Urinalysis (10 panel)

- Glucose
- Bilirubin
- Ketones
- Specific Gravity
- Blood
- pH
- Protein
- Urobilinogen
- Nitrite
- Leukocytes

Plus SCBA testing at OSHA approved facility

Breakdown of cost:

Physical \$45.00

SCBA Testing \$34.90

Total = \$79.90

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CITY OF LUBBOCK, TX

**PRICING PROPOSAL SHEET "C"
POLICE**

(To be completed and returned with Proposal)

PRICING

C.1 POLICE PHYSICAL (Pre-employment and Promotional)
(In accordance with City of Lubbock Civil Service Commission
Rules and Regulations Section 5.01)

\$47.50 *

*Does not include optional tests, see pricing below

C.2 EXPERT SERVICES
Expert Testimony
Consulting, Advising, and Researching

\$142.50/hour

C.2 TEST COMPONENT'S FOR *POLICE PHYSICAL*

C.2 Pricing Breakdown

<u>Police Physical</u>	<u>\$47.50</u>
<u>*Audiometry</u>	<u>\$23.75</u>
<u>*Chest X-Ray (2 View) with interpretation</u>	<u>\$80.75</u>
<u>*Lumbar X-Ray (5 View) with interpretation</u>	<u>\$104.50</u>
<u>**Physical Activity Readiness/PAR O</u>	<u>\$14.25</u>
<u>**3 minute step test</u>	<u>\$28.50</u>

*Doctor's Discretion (optional)

**Police Department's Discretion (optional)

Each physical consists of:

Physician will review past medical history, past surgical history, past psychiatric history, history of on the job injuries, history of back injuries, history of significant trauma, current and recent medications taken, and drug allergies.

- Vital Signs (Height, without shoes, Weight, without shoes, Blood Pressure and Pulse)
- Distant and Near Vision (with and without corrective lenses)
- Peripheral Vision
- Red/Green/Yellow Differentiation (Color Blind Test)
- Forced whisper test
- HEENT (Head, Eyes, Ears, Nose, Throat)

- Teeth, gums, and mouth
- Neck exam for thyroid enlargement, carotid bruits and range of motion
- Cardiac Exam (rate, murmurs, etc.)
- Abdominal Exam
- Upper and Lower Extremity Exam
- Inguinal/Groin Exam
- Dermatological Exam for Rashes
- Musculoskeletal/Spinal exam
- Neurological Exam (reflexes, Romberg)
- Gait (abnormalities noted)
- Urinalysis (10 panel)
 - Glucose
 - Bilirubin
 - Ketones
 - Specific Gravity
 - Blood
 - pH
 - Protein
 - Urobilinogen
 - Nitrite
 - Leukocytes

* Additional testing will be approved by the City of Lubbock before completing

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CITY OF LUBBOCK, TX

**PRICING PROPOSAL SHEET "D"
911 EMPLOYEE PHYSICAL**

D.1 911 EMPLOYEE PHYSICAL

PRICING

\$ 46.55

D.2 EXPERT SERVICES

Expert Testimony
Consulting, Advising, and Researching

\$142.50/hour

D.1 TEST COMPONENT'S OF 911 EMPLOYEE PHYSICAL

D.1 Pricing Breakdown

<u>Audiometry</u>	<u>\$23.75</u>
<u>Vision (Snellen and Ishihara)</u>	<u>\$22.80</u>

Each physical consists of:

Near and distant visions are tested followed by a 14 plate Ishihara test to determine overall visual acuity.

Audiogram is performed under controlled conditions in an OSHA approved sound booth and quiet room.

Provider reviews audiogram and vision with employee, pass/fail determined by provider and faxed to the City of Lubbock Human Resources Department.

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CITY OF LUBBOCK, TX

**PRICING PROPOSAL SHEET "E"
ASBESTOS PHYSICAL
(To be completed and returned with Proposal)**

PRICING

E.1 ASBESTOS PHYSICAL (In accordance with OSHA Standards)	<u>\$213.75</u>
E.2 EXPERT SERVICES	
Expert Testimony Consulting, Advising, and Researching	<u>\$142.50/hour</u>

E.1 TEST COMPONENT'S FOR ASBESTOS PHYSICAL

Initial Exam

- History and Physical exam per standard pre-employment physical with extra attention to gastrointestinal and cardiopulmonary systems.
- OSHA Respiratory Questionnaire
- Pulmonary Function Testing
- PA and Lateral chest x-ray with B-Reader
- Physician's written opinion

B-Reader is performed by a board eligible/certified radiologist, or physician with expertise in pneumoconiosis.

Periodic Exam

- History and Physical exam per standard pre-employment physical with extra attention to gastrointestinal and cardiopulmonary systems.
- OSHA Respiratory Questionnaire
- Pulmonary Function Testing
- PA and Lateral chest x-ray with B-Reader
- Physician's written opinion

B-Reader is performed by a board eligible/certified radiologist, or physician with expertise in pneumoconiosis.

Best and Final Offer*Privileged and Proprietary***E.1 Pricing Breakdown**

<u>Physical</u>	<u>\$47.50</u>
<u>Spirometry with OSHA questionnaire</u>	<u>\$28.50</u>
<u>2 View Chest X-Ray</u>	<u>\$80.75</u>
<u>B-Reader</u>	<u>\$57.00</u>

Other testing is rarely indicated per OSHA 29 CFR 1910.1001; however, if necessary may include fecal occult blood test (\$19.00) and CBC (\$19.00).

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**PRICING PROPOSAL SHEET "F"
WORKSITE ASSESSMENT
(To be completed and returned with Proposal)**

PRICING

WORKPLACE DISABILITY ASSESSMENT/RECOMMENDATION

- | | |
|--|----------------|
| 1. Worksite Assessment:* | \$ 142.50/hour |
| 2. Physical Exam and Medical Record Evaluation:* | \$ 142.50/hour |

(*) Numbers 1 and 2 above, require written recommendations. The City also requires Consultant to use and Occupational Medicine physician for these services. This physician may be a subcontractor for the Consultant.

DESCRIBE COMPONENTS OF WORKSITE ASSESSMENT AND PHYSICAL

All medical records are obtained pertaining to applicable work comp incident and extensively reviewed by the physician prior to the physical appointment. On the day of the appointment, at bedside the physician does a thorough medical history review along with an extensive physical examination. After the exam the physician and his nurse meet the examinee and/or their supervisor at the worksite to evaluate the nature of their daily job duties. After the day of exams the physician takes time to review all of his/her notes and compare them to medical records, when a determination is made a detailed report is typed and delivered to the requestor of the exam.

Exam includes one or more of the following:

1. Analysis of the physical capabilities of the individual related to a specific job
2. Recommendations for adaptation of the job environment or methods to accomplish the work
3. Evaluation of the specific physical requirements of the job, and/or
4. The determination of the essential functions of the job
5. Certified Ergonomic Physical Therapist will provide Functional Capacity Evaluation as needed for \$150.00 per hour.

**See sample under Forms tab*

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CITY OF LUBBOCK, TX

**PRICING PROPOSAL SHEET "A"
NON-DOT/DOT DRUG SCREENING
(To be completed and returned with Proposal)**

PRICING

A.1 NON-DOT DRUG SCREENING

- 1. Cost of Urinalysis with screening: \$ 20.90
- 2. Does this include screening for all of the following:
 - a. Marijuana metabolites? Yes No
 - b. Cocaine metabolites? Yes No
 - c. Amphetamines? Yes No
 - d. Opiate metabolites? Yes No
 - e. Phencyclidine (PCP)? Yes No
- 3. Does this include expert testimony? Yes No
If yes, indicate cost. \$ 142.50/hour

A.2 DOT DRUG SCREENING

- 1. Cost of Urinalysis with screening: \$ 23.75
- 2. Does this include screening for all of the following:
 - a. Marijuana metabolites? Yes No
 - b. Cocaine metabolites? Yes No
 - c. Amphetamines? Yes No
 - d. Opiate metabolites? Yes No
 - e. Phencyclidine (PCP)? Yes No
- 3. Does this include expert testimony? Yes No
If yes, indicate cost. \$ 142.50/hour

DESCRIBE COMPONENTS OF DRUG SCREENING:

See attached drug screening tab that contains OccMed's drug screening procedures start to finish. See MRO tab for the MRO's procedures that follow guidelines set forth by the American Association of Medical Review Officers and the MRO's corresponding certifications and procedures. All drug screen performed in accordance with 49 CFR part 40. see attached

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**PRICING PROPOSAL SHEET "B"
CIVIL SERVICE DRUG SCREENING
(To be completed and returned with Proposal)**

PRICING

B.1 CIVIL SERVICE DRUG SCREENING

- 1. Cost of Urinalysis with screening: \$ 20.90
- 2. Does this include screening for all of the following?
 - a. Marijuana metabolites? Yes No
 - b. Cocaine metabolites? Yes No
 - c. Amphetamines? Yes No
 - d. Opiate metabolites? Yes No
 - e. Phencyclidine (PCP)? Yes No
 - f. Propoxyphene? Yes No
 - g. Barbiturates? Yes No
 - h. Methaqualone? Yes No
 - i. Methadone? Yes No
 - j. Benzodiazepines? Yes No
- 3. Does this include expert testimony? Yes No
 If yes, indicate cost. \$ 142.50/hour

DESCRIBE COMPONENTS OF DRUG SCREENING:

See attached drug screening tab that contains OccMed's drug screening procedures start to finish. See MRO tab for the MRO's procedures that follow guidelines set forth by the American Association of Medical Review Officers and the MRO's corresponding certifications and procedures. All drug screen performed in accordance with 49 CFR part 40, see attached

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**PRICING PROPOSAL SHEET "C"
OPTIONAL DRUG SCREENING
(To be completed and returned with Proposal)**

PRICING

C.1 DRUG SCREENING FOR SYNTHETIC CANNABINOIDS

1. Cost of Urinalysis with screening:

\$ 57.00

2. Does this include expert testimony? Yes No

If yes, indicate cost.

\$ 142.50/hour

3. List all compounds/ingredients that this test detects.

Synthetic Cannabinoids, aka K2, drug screening identified 19 parent drug compounds and their metabolites in urine including:

- AKB-48
- AM-2201
- HU-210
- JWH-019
- JWH-081
- JWH-200
- JWH-250
- MAM-2201
- RCS-8
- XLR-11
- AM-1248
- AM-694
- JWH-018
- JWH-073
- JWH-122
- JWH-203
- JWH-398
- RCS-04
- UR-144.

C.2 DRUG SCREENING FOR SYNTHETIC STIMULANTS

1. Cost of Urinalysis with screening:

\$ 42.75

2. Does this include expert testimony? Yes No

If yes, indicate cost.

\$ 142.50/hour

3. List all compounds/ingredients that this test detects.

- BZP
- Butylone
- Buphedrone

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- Cathinone
- Ethylone
- Etylone
- Flephedrone
- MBDB
- mCPP
- MDA
- MDEA
- MDMA
- MDPV
- Mepherfrone
- Methcathinone
- 4-Methylethcathinone
- Methylone
- Pentedrone
- Pentylone
- a-pyrroldidinopentiophenone
- TFMPP

C.3 DRUG SCREENING FOR ANABOLIC-ANDROGENIC STEROIDS

1. Cost of Urinalysis with screening:

\$ 114.00

2. Does this include expert testimony?

Yes No

If yes, indicate cost.

\$ 142.50/hour

3. List all steroids that this test detects.

- 5-Androstendione
- Bolandiol
- Bolasterone
- Boldenone
- Calusterone
- Clenbuterol
- Blostebol
- Danazol
- Dehydrochlormethyltestosterone
- Desoxymethyltestosterone
- 5a-Dihydrotestosterone
- Drostanolone
- Epitetosterone
- Ethlestrenol
- Fluoxymestron
- Formebolone
- Formestane

- Furazabol

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- Halodral
- 4-Hydroxy-testosterone
- Medstanolone
- Mesterolone
- Methandriol
- Methadrostenolone
- Methasterone
- Methenolone
- 6-Methylandrostedione
- Methyl-1-testosterone
- Methylnortestosterone
- Methyltestosterone
- Mibolerone
- Nandrolone
- 19-Norandrostedione
- 19-Norandrostedione
- Norbolethone
- Norclastebol
- Norethandrolone
- Oxybolone
- Oxandrolone
- Oxysterane
- Oxymethalone
- Probenecid
- Prostanazol
- Quinbolone
- Stanzolol
- Stenbolone
- Testolactone
- 1-Testosterone
- Testosterone
- Trenbolone

See attached drug screening tab that contains OccMed's drug screening procedures start to finish. See MRO tab for the MRO's procedures that follow guidelines set forth by the American Association of Medical Review Officers and the MRO's tab for corresponding certifications and procedures. All drug screen performed in accordance with 49 CFR part 40. see attached

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CITY OF LUBBOCK, TX

**PRICING PROPOSAL SHEET "D"
ALCOHOL SCREENING**

(To be completed and returned with Proposal)

PRICING

D.1 ALCOHOL SCREENING

- 1. Cost of Breath Alcohol testing:
- 2. Does this include expert testimony? Yes No
If yes, indicate cost.

\$ 16.15

\$ 142.50 /hour

DESCRIBE COMPONENTS OF ALCOHOL SCREENING:

All breath alcohol testing performed in accordance with 49 CFR part 40, Subpart L through N, see attached for reference.

Proposal Submittal Form
City of Lubbock Request for Proposal #14-11957-KS
Employment Physical Examinations and Drug/Alcohol Screening

- 1) Provide a general description of your firm and its financial, physical and personnel resources.**

OccMed Associates, LP is the premier provider of Occupational Medicine for West Texas. It is one of the only Occupational Medicine Providers in the region whose entire customer base is comprised of 100% Occupational Medicine. OccMed Associates utilizes Physicians Board Certified across multiple specialties including; Board Certified in Occupational Medicine by the American College of Preventive Medicine. Board Certified in Family Medicine by the American College of Family Medicine and Board Certified in Orthopedic Surgery by the American Board of Orthopedic Surgery.

OccMed Associates East location is at Ave. Q and 54th Street, hours of operation are Monday thru Friday, 8:00am to 5:30pm and our West physical location at 6014 45th, hours of operation are Monday thru Friday 8am to 5:00pm, we specialize in pre-employment physical exams, work injury care, surveillance examinations, work-site evaluations, and drug screening services. R. Marcelo Rodriguez, MD, MPH, MRO-C, NRCME-C is the Medical Director of Occupational Medicine for both locations. He is Board Certified in Occupational and Preventative Medicine and has extensive experience in the delivery of Occupational Medicine services in the settings of industry, private practice, and for the federal government. Both locations are fully equipped with the most up to date Electronic Health Record software, exam rooms, x-ray suite, audio booth, and testing equipment for breath alcohol, pulmonary function and EKG testing, with restrooms specially equipped to collect urine drug screen specimens. OccMed Associates staff maintains current credentialing in pulmonary function testing, hearing conservation, breath alcohol testing, and are in compliance with Department of Transportation (DOT) collection procedures in the revised CFR 49 Part 40 regulations. These are the principle sites for the delivery of the proposed services including after-hour drug screens, post-accident, and required random drug screens as specified in the RFP.

A complete rehabilitation department and staff are located within both facilities. The physical therapy staff is credentialed in four testing protocols for functional capacity evaluations, work-site assessments, and ergonomic screenings including nationally recognized protocols such as Work Steps, Functional Testing Service, Matheson Ergonomics, and Key Functional Assessments. Working closely with the physician, the therapy staff provides pre and post-offer testing for essential job functions as a routine part of their work load. The facility is handicapped accessible and has facilities necessary to accommodate those with special needs. All physical therapy patients also get free access to the wellness center at our West location. Patients are encouraged to make use of this facility to continue their rehabilitation, recondition themselves for work, or just enjoy a quick workout. The Wellness Center is equipped with state of the art equipment including "Mirage" underwater treadmills, Alter G anti-gravity treadmills, selectorized weight machines, free weights and cardio equipment. Our experienced staff is available to help participants achieve their goals and desired outcome's safely.

OccMed Associates has been performing drug screens and breath alcohol testing for the South Plains for over 14 years. Our technicians must endure rigorous testing to ensure the highest level of competency in our field and annual in-house continuing education. We meet DOT CFR 49 part 40's set standard for drug screen and breathe alcohol compliance. OccMed Associates, LP is committed to excellence and our employees perform at the highest standards.

OccMed's long-term commitment to the many companies for which we work requires that we provide the highest quality of service at the most competitive rates, with our emphasis on superior customer service. We continue to place the needs of the companies and their employees as a priority. Our assurance is that our facilities will continue to work diligently to provide your employees/applicants with consistent care and sound medical determinations. We understand the importance of having a close working relationship with our clients and providing exceptional customer service is our top priority.

Our facilities specialize in providing the services of the RFP employment physicals and drug/alcohol screening. We have certified phlebotomists, a certified x-ray technician, an LVN and Paramedic on staff. We utilize up-to-date equipment and procedures to gather data necessary to provide accurate and quick responses for the testing called for in this contract.

OccMed Associates has a strong relationship with City Bank of Lubbock, Texas.
**See financial statement, tab attached*

2) Attach biographical information on the principles of your company, including specific, pertinent experience, accomplishments and professional recognition; also, the names and business positions of all members of your board of directors.

R. Marcelo Rodriguez, MD, MPH, MRO-C, NRCME-C is Board Certified in Occupational and Preventative Medicine. Dr. Rodriguez graduated from Harvard Medical School/Harvard School of Public Health in 1981. He has been active in the Occupational Medicine community for over 30 years and has built an extensive resume with many reputable companies.

Dr. Sarah Scheel is Board Certified in Family Medicine by the American College of Internal Medicine. Dr. Scheel has been practicing medicine since 1996 and is a respected member of Lubbock's medical community. She joined OccMed Associates, LP as a primary care physician in 2013.

Peter Sevigny, RN, FNP- C is a Nurse Practitioner who has been with OccMed Associates for over 2 years. Pete is well versed in OccMed and enjoys working closely with our companies to facilitate an optimal outcome for all of our patients.

All providers will see and treat the injuries, and perform physical examinations, collaborating with each other as needed to ensure appropriate care and diagnosis. All questionnaires, audiograms, spirometry results, blood work, and urinalysis are personally reviewed by our providers.

100% of the medical practice is dedicated to the prevention and treatment of work related injuries and the performance of various physical examinations including but not limited to: Federally mandated exams (DOT), USPS exams, firefighter physicals (NFPA 1582), Law Enforcement exams (Civil Service Rules and Regulations, 5.01) and OSHA examinations of various types, Dr. Rodriguez and Dr. Scheel are certified by the Veterans Evaluation Services.

Members of the Board of Directors:

R. Marcelo Rodriguez, MD, MPH, MRO-C, NRCME-C
Medical Director of OccMed Associates, LP

Sarah Scheel, DO
Doctor of Osteopathy of OccMed Associates, LP

Bryce Olson, PT
Executive Director of OccMed Associates, LP

Jackie Olson
Secretary and Treasurer of OccMed Associates, LP

3) **How many years has your organization been in business?**

12 years

4) **How many years has your firm been in business under its present business name?**

12 years

5) **If a corporation, provide the following:**

Partnership, see question 6.

6) **If an individual or a partnership, provide the following:**

a) **Date of Organization:** January 1, 2002

b) **Name and Address:** HCAA Medicine Group, PA dba OccMed Associates, LP
#25 Briercroft Office Park, Lubbock, TX 79412

c) **Names of Partners:** Bryce Olson (Limited Partner) & Jackie Olson (Limited
Partner) OccMed Associates, LLC (General Partner)

7) **If other than a corporation or partnership, describe organization and principles:**

Partnership

8) **List all states in which your firm is legally qualified to do business:**

Texas

- 9) Provide a complete and thorough listing of all personnel proposed to work on this project.

The OccMed Associates, LP FTE's assigned to this RFP are as follows:

<u>Department</u>	<u>FTE</u>
Physicians	2
Nurse Practitioners	1
Nursing	1
X-ray, Lab, Medical Assistant	3
Clerical and Front Office	4
Physical Therapist	4
Billing and Collections	3
Marketing	1

R. Marcelo Rodriguez, MD, MPH, MRO-C, NRCME-C, Board Certified in Occupational and Preventative Medicine

Qualifications: Graduated from Harvard Medical School in 1981 with an emphasis on Occupational Medicine and Public Health. Extensive experience in Occupational Medicine (including many years of Fire Fighter and Police physicals), Independent Medical Evaluations/Disability Assessments, and work injury care focusing on keeping the employee at work during the course of treatment.

Duties: Provides injury care, performs physical examinations, and reviews results, on-site analysis of job work-site, disability assessments, performs civil service and non-civil service examinations. Provides expert opinion to determine avenues for accommodating employees and applicants.

Responsibilities: Documentation of work performed, communicates results of exams with companies as indicated, and provides employer recommendations and modifications to jobs based on applicant's maximum physical capability. Available to employers or contracts for consultation as needed. Provides expert opinion on employees/applicants ability to perform the job as well as employers work-site or job accommodations to address an employee/applicant's particular problem. Provides employer recommendations for changing the workplace or work habits where injuries are occurring at abnormal frequencies. Provides recommendations to employers for employees use of respirators. Provides results of examination such as audiograms, spirometry, vision testing, EKG's, X-Ray findings, blood work to determine applicants/employees level of fitness, and ability to perform essential job functions.

Percent of time dedicated to Occupational Medicine: 100%

Sarah Scheel, DO, Board Certified in Family Medicine

Qualifications: Graduated from The University of North Texas Health Science Center in June 1996 with her Doctorate of Osteopathy.

Duties and Responsibility: Dr.Scheel has extensive knowledge concerning Occupational Medicine, Wellness and Veteran Affairs. Dr.Scheel's primary responsibilities are providing patient care, physical examinations, reviewing results, Civil Service exams, she also performs special regulatory examinations (OSHA and asbestos physical) Dr.Scheel is a registered medical examiner on the Federal Motor Carrier Safety Administration's national registry. Dr.Scheel has most recently been the lead physician for the City of Lubbock's Fire Fighter's annual 2014 physicals.

Percent of time dedicated to Occupational Medicine: 100%

Peter Sevingy, RN, FNP-C

Qualifications: Family Nurse Practitioner for 14 years, graduated from West Texas A&M University with his Master's in Family Practice.

Duties and Responsibilities: Peter's primary responsibilities are direct patient care, injury treatment, and makes recommendations to reduce the occurrences of injuries to our company's employees. He performs physicals and special regulatory examinations (OSHA, asbestos, DOT). Peter is a registered medical examiner on the Federal Motor Carrier Safety Administration's national registry. Peter has been in the clinical setting for more than 7 years.

Percent of time dedicated to Occupational Medicine: 100%

Bryce Olson, PT

Qualifications: Bachelor's Degree in psychology at Oklahoma State University in 1981. Bachelor's Degree in physical therapy at University of Oklahoma in 1983. Functional assessment specialist certification and advanced ergonomics certification.

Duties: Owner/Operator, PT Treatments, FCEs, ergonomic evaluations, and business development.

Responsibilities: Director of Operations, Lead Physical Therapist, On-Site workplace inspections to facilitate safety and collaborates with employer to develop a program that has been proven to greatly reduce injury while at work.

Percent of time dedicated to Occupational Medicine: 100%

Brian Lucoski

Qualifications: Graduated from Texas Tech University with his degree in Physical Therapy in 2009

Duties: Lead physical therapist for the West location

Responsibilities:

- Functional Capacity Evaluations
- Work Injury Care
- Human Performance Evaluation
- Pre-Employment Testing

Percent of time dedicated to Occupation Medicine: 100%

Richard Tamplen, PTA

Qualifications: Graduated with Masters of Science (TTU, 1997), BA in Arts and Sciences (TTU, 1992), Associates Degree in Science (Odessa College, 2011)

Duties: Assists with providing physical therapy, highly trained in pre-employment testing and return to duty testing, follows HIPAA regulations when handling patient information.

Responsibilities:

- Pre-Employment Testing
- Work Steps
- Human Performance Evaluations
- Assisting with daily physical therapy patients

Percent of time dedicated to Occupational Medicine: 100%

Cindy Kennon, PTA

Qualifications: Graduated from Amarillo College with an Associate's Degree, Physical Therapy Assistant

Duties: Assists with providing physical therapy at our West location, highly trained in pre-employment testing and return to duty testing, follows HIPAA regulations when handling patient information..

Responsibilities:

- Pre-Employment Testing
- Assisting with daily physical therapy patients
- Director of Physical Therapy department

Percent of time dedicated to Occupational Medicine: 100%

Amanda Miller, LVN

Qualifications: Licensed Vocational Nurse (South Plains College, 2007); Phlebotomy Trained (Covenant Medical Center, 2008); Certified Occupational Hearing Conservationist (OMI, Inc. 8/24/2012); NIOSH approved Pulmonary Function training (OMI, Inc. 8/24/2012); Breath Alcohol Technician (Life Loc, 2012); Hair Follicle Collection training (5/17/2012); Certified DOT drug screen collector (In-House, 5/1/2012); Certified Drug Screen Collector (eScreen, 4/27/2012); Certified Drug Screen Trainer (In-House, 8/2012)

Duties: Clinic Manager and Human Resources. Assists physicians with medical technologies per certifications, calibrates and maintains medical equipment per OSHA regulated schedules, patient assessment including vital signs, injury care, sterile technique and liaison between the clinic and companies. Urine drug screens, hair follicle drug screens, breathe alcohol testing. Maintain clinical inventory and medications/vaccinations. Audiogram, pulmonary function testing, EKG and phlebotomy, follows HIPAA regulations when handling patient information..

Responsibilities:

- Clinical Manager
- Drug Screen Coordinator
- Lead Drug Screen Technician
- DOT BAT Certified
- Certified DOT Urine Collector
- Certified Hair Follicle Collector
- Certified eScreen Drug Screen Collector
- DOT Drug Screen Trainer

Percent of time dedicated to Occupational Medicine: 100%

Elvira Levine, MA

Qualifications: Medical Assistant (Vista College, 2011); Breath Alcohol Technician (Life Loc, 8/31/11); Hair Follicle Collection training (Psychemedics, 5/18/2012); Certified DOT drug screen collector (In-House, 6/25/11); Certified Drug Screen Collector (eScreen, 5/11/11); Spanish speaking, medical terminology.

Duties: Assists medical providers with medical technologies per certifications, calibrates medical equipment per schedules, and performs vital signs, phlebotomy, and urine drug screen collection per DOT standards, breath alcohol testing per DOT standards and hair follicle testing. Performs audiograms and pulmonary function testing and reports the raw data to the provider for interpretation, follows HIPAA regulations when handling patient information..

Responsibilities:

- Medical Assistant
- Clinical Supervisor
- Certified DOT Urine Collector
- DOT BAT Certified
- Certified Hair Follicle Collector
- Certified eScreen Drug Screen Collector

Percent of time dedicated to Occupational Medicine: 100%

Kerry Parker, MA

Qualifications: Medical Assistant (Vista, 2014), Certified DOT drug screen collector (In-House, 3/31/14), Hair Follicle Collection training (Psychemedics, 3/31/2014); Drug Screen Collector (eScreen, 3/31/14)

Duties: Assists medical providers with medical technologies per certifications, calibrates medical equipment per schedules, and performs vital signs, phlebotomy, and urine drug screen collection per DOT standards, breath alcohol testing per DOT standards and hair follicle testing. Performs audiograms and pulmonary function testing and reports the raw data to the provider for interpretation, follows HIPAA regulations when handling patient information..

Responsibilities:

- Medical Assistant
- Certified Hair Follicle Collector

- Certified DOT Urine Collector
- Certified eScreen Drug Screen Collector

Percent of time dedicated to Occupational Medicine: 100%

Kathy Webb, MRT/MA

Qualifications: Certified Medical Radiological Technician (Methodist Hospital, 1979), Associates in Radiology (Methodist Hospital, 1979), 24 hours continuing education every 2 years. Certified DOT drug screen collector (In-House, 3/14/13), Hair Follicle Collection training (Psychemedics, 3/14/2013); Drug Screen Collector (eScreen, 3/14/13)

Duties: Assists medical providers with medical technologies per certifications, calibrates medical equipment per schedules, and performs vital signs, phlebotomy, and urine drug screen collection per DOT standards, breath alcohol testing per DOT standards and hair follicle testing. Performs audiograms and pulmonary function testing and reports the raw data to the provider for interpretation. Performs all X-Rays and collaborates with the medical team during interpretation, follows HIPAA regulations when handling patient information..

Responsibilities:

- X-Ray Technician
- Medical Assistant
- Certified Hair Follicle Collector
- Certified DOT Urine Collector
- Certified eScreen Drug Screen Collector

Percent of time dedicated to Occupational Medicine: 100%

Tiffany Peters

Qualifications: EMT-Paramedic (South Plains College, 2012), EMT-Intermediate (South Plains College, 2011), EMT-Basic (South Plains College, 2010), Secretary at McKinzie Auto.

Duties: Follows HIPAA regulations when handling patient information, check in/out the patient for appointments, scheduling, communicates with other physician's offices as needed, performs inventory for her designated area, sends all physicals to the DER of each company.

Responsibilities:

- Check out

- Sends physical results to companies
- Manages appointments
- Supervises front end staff

Percent of time dedicated to Occupational Medicine: 100%

Brenda Medina

Qualifications: Extensive customer service experience, knowledgeable in medical terminology and bi-lingual translation, multi-tasking, HIPAA trained.

Duties: Check-In, Medical Records, scheduling, communicating with other physician offices, primary receptionist who answers phones. Schedules peer to peer reviews to help determine an appropriate course of treatment, follows HIPAA regulations when handling patient information.

Responsibilities:

- Check In
- Receptionist
- Medical Records

Percent of time dedicated to Occupational Medicine: 100%

Kay Barbour, MA (West)

Qualifications: South Plains College phlebotomy, graduated in 2007. Medical Assisting since 2007, Drug Screen Technician, Hair Follicle Collector.

Duties: Check in and out, scheduling, drug screening, assists the physicians with daily patient care, medical record, follows HIPAA regulations when handling patient information.

Responsibilities:

- Receptionist
- Medical Assistant
- Data Entry
- WellStar Wellness

Percent of time dedicated to Occupational Medicine: 100%

Michelle Rodriguez, MA (West)

Qualifications: Kaplan College, Medical Office and Medical Assistant, graduated 2012. Trained screen collector, 2014.

Duties: Organize and schedule physical therapy patients, manage the West's location WellStar Wellness Program, Medical Records, Liaison for Attorneys, Chart Audits, follows HIPAA regulations when handling patient information..

Responsibilities:

- Data Entry
- Drug Screening
- WellStar Wellness
- Receptionist
- Assists Physical Therapists

Percent of time dedicated to Occupational Medicine: 100%

Sara Perez (Administrator/Billing)

Qualifications: Human Resources Specialist, Billing/Coding Supervisor

Duties: Oversees all insurance and employer billing, end of day reports, end of month reports, adherers to TWCC and TDI guidelines, works with TDI on changes to laws and integrates into the facility work guidelines and protocols, follows HIPAA regulations when handling patient information..

Responsibilities:

- Human Resources
- Pay Roll
- Hiring
- Billing Manager
- Accounts Payable

Percent of time dedicated to Occupational Medicine: 100%

Candace Ellis and Alicia Ortega (Billing Department)

Qualifications: Data entry, answers phones, insurance preauthorization, filing, word processor, scheduling, payment postings, insurance claims support and claim adjudications.

Duties: Coordinates insurance and employer billing. Follows HIPAA regulation handling patient information, appointment scheduling, communicates with physician's office, performs inventory and orders supplies for billing department, assists physicians by performing calls to referring physicians, coordinates additional testing, puts results in the patient's records, faxes TWCC forms to employers, performs charting and record keeping, filing and telephone calls, follows HIPAA regulations when handling patient information..

Responsibilities:

- Preauthorization
- Billing
- Posting Payments
- Keeping Company's Information up to Date
- Adheres to TWCC and TDI Guidelines

Percent of time dedicated to Occupational Medicine: 100%

Cheri Smith

Qualifications: Graduated from Saint Mary's College in St. Louis, MO with a major in English Composition. Was a sales and marketing manager for NBC/KSNG TV Station in Garden City, KS.

Duties: Marketing Manager and Business Development, follows HIPAA regulations when handling patient information.

Percent of time dedicated to Occupational Medicine: 100%

10) List of expired, non-renewed or canceled, revoked contracts

- a) We've had no contracts revoked or canceled

11) List of current or past litigation within the past 5 years

- a) No present or past litigation

12) Contracts the firm has completed in the past 2 years

All contracts remain active at this time

13) Attach a complete list of all current Employment Physical Exam and Drug/Alcohol Screening Clients

**See Current Client tab*

14) Does your company carry Errors and Omissions Insurance?

**Yes, see Insurance tab*

15) Amount of general liability insurance carried?

\$3,000,000.00

16) General description of financial condition

OccMed Associates, LP has operated profitably and continues to gain momentum in growth and fiscal strength. The financial statements are attached for years ending in 2013, 2012, and 2011.

**See Financial tab*

18) Additional Information

OccMed Associates, LP has provided services for the City of Lubbock for a number of years and our long standing relationship has enabled our facility to have a solid working relationship with the methodology and requirements the City requires. Our providers are well versed in providing pre-employment/annual physical examinations and our medical assistants have years of experience in drug screening. Dr. Rodriguez and Dr. Scheel are well versed in the American Disability Act that causes a significant impact when hiring and retaining persons with disabilities. Our providers have performed mandated physicals for well over 20 years combined and are knowledgeable of the requirements the City has for their employees.

Our long-term commitment to the City of Lubbock's management and its employees requires that we provide the highest quality of service at the most competitive rates with our emphasis on superior customer service. We will continue to place the needs of the City as a priority of our scheduled appointments. Our assurance to you is that our facilities will continue to work diligently to provide your employees/applicants with consistent care and sound medical determinations. We understand the importance of a close working relationship and continuity of care. OccMed strives for excellence daily and management is readily available to assist with any and all needs.

BASIC REQUIREMENTS FOR SCOPE OF SERVICES/PHYSICALS***A) Data Management/Administration/Reporting***

i) The Consultant will be required to work with the City in establishing regular administration and maintenance procedures such as billing, record-keeping, and reporting of physical results.

- OccMed Associates places the highest value on HIPAA regulations and strives daily to maintain confidentiality of all records.
- OccMed Associates has worked closely with the City for numerous years and has personalized billing procedures already in place.
- Our staff promptly reports all physicals to the City of Lubbock's HR department.

ii) The Consultant must commit to working with the City to customize their standard referral form.

- *OccMed Associates provides the City with a customized referral form that effectively communicates the desired tests. *See Referral section*

B) General Services

i) Provide access to physical exams during regular business hours

- OccMed Associates, LP hours of operation are Monday through Friday, 8:00am to 5:00pm with no appointment necessary.

ii) Provide forms used for patient intake information, physician's recommendations, or other forms used.

- OccMed has multiple customized forms specifically for the City of Lubbock
**See forms section*

iii) The Consultant shall comply with all applicable federal, state, and local regulations including NFPA1582 and COL Civil Service Rules and Regulations.

- OccMed has the current City of Lubbock Civil Service Commission Rule and Regulations and 2013 NFPA 1582 readily available to all staff at both locations
- We strictly adhere to all federal, state and local regulations

C) Physician Services

i) Provided a maximum of two physicians to administer all physical exams to ensure that these examinations and all records maintained are consistent from one individual to the next.

1) Please list the physician who will be attending to the various physicals.

R. Marcelo Rodriguez, MD, MPH, MRO-C, NRCME-C (Medical Director)

Dr. Rodriguez graduated from Harvard Medical School in 1981 and has devoted his entire medical career to Occupational Medicine. He is Board Certified in OccMed and has extensive experience in his area of expertise including services in the setting of industry, private practice, and for the federal government. Dr. Rodriguez is a registered medical examiner on the Federal Motor Carrier Safety Administration's national registry. Devotes 100% of his time to Occupational Medicine.

Sarah Scheel, DO (Medical Doctor)

Graduated from The University of North Texas Health Sciences Center in June 1996 with her Doctorate of Osteopathy. Dr.Scheel has extensive knowledge concerning Occupational Medicine, Wellness and Veteran Affairs. Dr.Scheel's primary responsibilities are providing patient care, physical examinations, reviewing results, Civil Service exams, she also performs special regulatory examinations (OSHA and asbestos physical) Dr.Scheel is a registered medical examiner on the Federal Motor Carrier Safety Administration's national registry. Dr.Scheel has most recently been the lead physician for the City of Lubbock's Fire Fighter's annual 2014 physicals. Devotes 100% of her time to Occupational Medicine

ii) Provide documentation that the physician has reviewed the job description and any other applicable regulations before examining the applicant.

- Within each of our physicals is documentation that the regulations and job description was reviewed, see below for sample.

**See Forms section*

I certify that I have reviewed COL Civil Service Commission Rules and Regulations Section 5.01 before completing the physical examination.

Examiner's Signature: _____

iii) The physician(s) conducting the physical will need to be available for consultation with HR or Risk Management.

- Our providers are available to the City via phone or e-mail and always strive to promptly answer any and all questions.

iv) An on-site evaluation may be required by the City for recommendations for changing the work place or work habits where injuries are occurring at an abnormal frequency.

- Dr. Rodriguez has extensive experience in work place evaluation and recommendation, Shane Haas, PT is our primary contractor for ergonomic evaluation and Bryce Olson, PT has helped large companies develop exercise regimens to help decrease work place injuries.

v) The City of Lubbock requires that workplace disability assessments be conducted by an Occupational Medicine physician.

- 1) Please list the name of the physicians who would be attending to the workplace disability assessments and their qualifications. What % of time is spent on workplace disability assessments?

- Dr. Rodriguez is Board Certified in Occupational Medicine and has extensive knowledge in disability exams and work site assessments. Dr. Rodriguez spends approximately 10% of his time on work site assessments and disability exams.

D) Off-Site Testing Services

- i) All records are maintained in accordance with HIPAA

E) ADA/AA Compliance

i) Provide the City with the maximum recommended physical capacity of the applicant to assist with determining job modifications to allow applicant to perform the functions of the job

**See Forms section*

ii) An on-site evaluation may be required by the City so that an opinion can be made as to whether a job can be accommodated.

- OccMed Associates' is available for any and all on-site evaluations that the City requires.

QUALIFICATION DATA/PHYSICALS

c. i) Although there are various departmentalized physicals required by the City, please describe the test components that are a part of all physical exams conducted by your agency.

OccMed Associates, LP's physicians have been called upon to aid employers in creating pre-placement and regulatory physical examinations. We have adopted a standard examination that we feel covers a wide number of job classifications. However, with the City having their own employment physical recommendations, we will implement these forms at the clinic along with OccMed's standard exam. OccMed's standard philosophy and practice in attending pre-placement examinations are as follows:

The physician will carefully review the history before proceeding with the physical examination. Each blank or positive response is followed-up on and notated. Of special significance in Occupation medicine is the fact that persons who are being evaluated for hire or placement are not required to divulge past medical problems if they perceive such revelation might prejudice their chances of job placement. The physician must be particularly alert and persistent in obtaining accurate medical histories by using good interpersonal skills with effective and sensitive communications skills.

One of the most important facts in both medical and occupational history is identifying and factoring any past injuries and illnesses. If there is such history, then all details are obtained. Inquiry will be made about what treatment was obtained and by what type of practitioner, and if there was any hospitalization. It is a necessity for the physician to be detailed in the examination process.

OccMed's Standard examination includes, but is not limited to the following:
See Physical Pricing Proposal Sheet "A"

- ✓ Musculoskeletal Examination
- ✓ Gastrointestinal Examination
- ✓ Skin and Lymphatic Examination
- ✓ Evaluation of the Cardiovascular system
- ✓ Complete occupational/medical evaluation
- ✓ Evaluation of the respiratory system
- ✓ Head, eye, ears, nose and throat evaluation
- ✓ Neurological evaluation
- ✓ Visual acuity
- ✓ Vital signs

ii) SCBA testing components in accordance with OSHA standards:

There are two types of testing for SCBA, Quantitative and Qualitative. During the fit testing, the applicant/firefighter should wear all gear that may interfere with the fit of the respirator. This usually includes the helmet, fire hood and turnout coat as a minimum, if required by job description.

Qualitative Fit testing is a pass/fail test that relies on the respirator user to indicate when he/she can smell, taste, or sense the OSHA approved testing agent. This test is a basic fit test that ensures proper fit while only utilizing negative pressure via organic vapor cartridge. The respirator user is first tested with a low concentration of the test agent to insure that he/she can sense the agent. This is done without wearing the respirator. If the test agent cannot be detected then another agent must be selected. The respirator user then puts on the respirator how they typically would and were trained to, a user seal check will then be performed and the user will be instructed to seat the mask on their face by moving their head side to side and back and forth. A fit test hood is then placed over the head and a more concentrated test solution is then aerosolized inside the hood. The aerosol bulb is squeezed a number of times by the fit tester throughout the test in order to maintain a high concentration of the aerosol inside the hood.

A properly fitted mask will only allow air to pass through the filters and will not allow the contaminant to "leak" into the mask. If at the end of the test exercises the respirator user does not detect the test agent, then the respirator fits properly and the fit test is passed. If not, and the user detects the agent, then the test fails, and the user must select another size or brand mask. OSHA 1910.134 App A is utilized for step by step instructions.

Quantitative fit testing provides a numerical measure of leakage. It does not rely on the applicant's/firefighter's sense of taste or smell which could be subjectively altered. Quantitative fit testing is an intensive test with a long list of OSHA requirements, it provides a direct measure of leakage by creating a negative pressure inside the mask and measuring the pressure difference inside and outside the mask.

The quantitative fit test requires the user to perform "exercises" while the test is ongoing. At the end of the test, an average fit factor is calculated. The fit test is passed if the result is 500 or greater. Quantitative fit test machines can be used in conjunction with a computer program that can store and maintain the results of the fit test. OSHA 1910.134 App A is utilized for step by step instructions.

iii) Please describe the test components that are a part of Fire Physicals conducted in accordance with OSHA 29 CFR 1910.134, NFPA 1582 and City of Lubbock Civil Service Commission Rules and Regulations Section 5.01.

1) Pre-Employment and Annual

See PRICING PROPOSAL SHEET "B" FIRE

**Under "Pricing Proposal" tab*

iv) Please describe the test components that are a part of the Special Teams Fire Physical (Heavy Metals Evaluation for Dive Team and HazMat) conducted in accordance with OSHA 29 CFR 1910.120 and NFPA 1582 and COL Civil Service Rules and Regulations.

1) Annual

See PRICING PROPOSAL SHEET "B" FIRE

** Under "Pricing Proposal" tab*

v) Please describe the test components that are a part of Police Physicals conducted in accordance with COL Civil Service Rules and Regulations Section 5.01

1) Pre-Employment and Promotional

See PRICING PROPOSAL SHEET "C" POLICE

** Under "Pricing Proposal" tab*

vi) The 911 Employee Physical will test for audio, vision and colorblindness and must meet DOT guidelines. Please describe test components that are for this physical.

1) Pre-Employment

See PRICING PROPOSAL SHEET "D" 911 EMPLOYEES PHYSICAL

** Under "Pricing Proposal" tab*

vii) Please describe the test components that are a part of Asbestos exams in accordance with OSHA standards.

1) Baseline and Annual

See PRICING PROPOSAL SHEET "E" ASBESTOS PHYSICAL

** Under "Pricing Proposal" tab*

viii) Describe your patient intake and examination procedures in terms of available hours for employment physicals, background information required, general examination procedures, reason for x-ray, urinalysis or other test required.

Patient Intake and Examination Procedures

OccMed Associates, LP hours of operation are Monday through Friday, 8:00am to 5:30pm with no appointment necessary. Dr. Rodriguez and Dr. Scheel are available Monday through Friday, 8:00am to 5:00pm. However, regarding drug screening and breath alcohol screening, our medical staff is on call 24 hours a day, 7 days a week, including holidays. This on call staff is available for drug and alcohol screenings at both clinics and on-site at the employer' location.

The medical facility is designed to accommodate a large number of physicals. The main facility at 54th and Avenue Q has five (5) exam rooms, one (1) audiometric testing room, one (1) trauma room, two (2) NIDA/SAMHSA approved drug screen collection sites, on-site x-ray and a 1500 square foot physical therapy department.

OccMed's intake procedure is as follows:

The employee/applicant arrives at the clinic during business hours and will present a customized City of Lubbock authorization form, provided by OccMed. The generalized registration form (see forms section) and other applicable forms will be filled out (these forms are already on hand with the Fire Department and come into the clinic pre-filled out). The clinic staff will enter the employee/applicant into our computer system, selecting the appropriate "RB" as indicated by the City of Lubbock (see forms for customized authorization form and RB list), an encounter form is then printed for the clinical staff to indicate which services are needed. The City's employees take precedent over any walk ins and will be seen as quickly as possible. The employee/applicant is then called into the clinical area by a Medical Assistant/Nurse and they will proceed with the requested examination. Once the examination "work up" is completed by the MA they will then be placed into an exam room and the provider will promptly review the provided documentation and proceed with the exam. If the provider finds any abnormalities an x-ray or other appropriate test might be necessary for a complete assessment. However, if this occurs, the City of Lubbock will be notified for authorization prior to proceeding. Once the provider has completed the examination, the employee/applicant is then directed to the check-out window where they are free to leave; all results are promptly forwarded to the City of Lubbock's HR department or other designated department. The provider will then contact the appropriate person at the City of Lubbock to discuss any concerns that arose.

ix) Cost for a standard pre-employment/promotional physical examination

**See attached Pricing Proposal Sheet A*

x) Cost for physical examinations for those employees who are required to use SCBA respirators.

**See attached Pricing Proposal Sheet A*

xi) Cost for those employees who are required to pass a standard Fire physical examination.

**See attached Pricing Proposal Sheet B*

xii) Cost for those employees who are required to pass a Special Teams Fire physical examination

**See attached Pricing Proposal Sheet B*

xiii) Cost for those employees who are required to pass a Police physical examination.

**See attached Pricing Proposal Sheet C*

xiv) Cost for those employees who are required to pass a 911 Employee physical examination.

**See attached Pricing Proposal Sheet D*

xv) Cost for those employees who are required to pass a standard Asbestos physical examination.

**See attached Pricing Proposal Sheet E.*

xvi) Cost, if required, for follow-up consultation concerning job modifications.

** See attached Pricing Proposal Sheet F*

xvii) Cost, if required, for on-site visit and recommendations to high injury areas, or to determine accommodations for return to work, disqualifications for work, or for persons with disabilities.

**See attached Pricing Proposal Sheet F*

INSURANCE

- a) The Consultant will hold that City harmless from any claim of liability asserted by reason of negligence of the Consultant, its agents, servants, and employees in the performance of the agreement. Throughout the term of this agreement, the Consultant will maintain Worker's Compensation and liability insurance in the following minimum accounts.**

**See "Insurance" tab for certificates*

DRUG/ALCOHOL SCREENING SPECIFICATIONS**BASIC REQUIREMENTS FOR SCOPE OF SERVICES****A) *Data Management/Administration/Reporting***

- i) **Advise the City of any changes in Federal requirements with respect to regulations. Also act as subject matter expert on related issues.**
- OccMed Associates, LP assures the City that we will to the best of our knowledge, information and belief, be cognizant of, comply with, and enforce, where applicable and to the extent required, all applicable federal or state statues and local ordinances.

1. Do you provide expert witness testimony in court?

Yes, OccMed provides expert witness testimony in all areas of Occupational Medicine and Drug Screening Services.

- ii) **Provide federally required record-keeping, reporting, verification, and inspection of records. The Consultant will be required to work with the City in establishing regular administration and maintenance procedures such as billing, record-keeping, and reporting of physical results.**

- OccMed Associates places the highest value on HIPAA regulations and strives daily to maintain confidentiality of all records.
- OccMed Associates has worked closely with the City for numerous years and has personalized billing procedures already in place.
- The City of Lubbock has full access to drug screening via www.myescreen.com

- iii) **Provide employee compliance identification and verification.**

- All donors are required to show picture identification at check-in; government issued picture identification or company issued picture identification.

- iv) **Provide forms used for patient intake information, physician's recommendations, or other forms used.**

- OccMed has multiple customized forms specifically for the City of Lubbock
**See Forms section*

B) Specimen Collection Services

- i) **Provide access to collection sites for pre-employment, random, reasonable suspicion, post-accident, return to duty, and follow-up testing during regular business hours (Monday through Friday, 8am through 5 pm. Primary collection sites must be in the City limits. Other collection sites must be made available for reasonable suspicion and post-accident testing during regular business hours in Post, TX and Sudan or Muleshoe, TX. Specimen collection must be done in accordance with DOT, Split specimens required.**
- OccMed Associates, LP hours of operation are Monday through Friday, 8:00am to 5:30pm with no appointment necessary.
 - Reasonable suspicion in Post, Texas we utilize Garza County Health Clinic, Sudan or Muleshoe employees are directed to our West location at 6014 45th Street as the nearest drug screening point.
- ii) **Provide 24-hours access to collection sites for reasonable suspicion and post-accident testing at the same billing rate as samples collected during normal business hours. Must be done in accordance with DOT guidelines.**
- Our medical staff is on call 24 hours a day, 7 days a week, including holidays. This on call staff is available for drug and alcohol screenings at both clinics and on-site at the employer's location within city limits.
 - The on-call phone number is 806-780-7433.
- iii) **Provide access to collection sites for pre-employment testing during regular business hour for out of town applicants.**
- Out of town collections are obtained by contacting the Clinic Manager, she will then set up any out of town drug screening that will be completed within the City's 24 hour time limit. These results can be obtained utilizing the www.myscreen.com website.
- iv) **Provide for proper chain of custody and all necessary forms relating thereto.**
- OccMed provides and maintains all required chain of custody forms.
 1. Describe the chain of custody process you use from collection to shipping and to ensuring second or back-up testing validation. Explain ability to validate sample content.
- *In strict compliance with 49 CFR Part 40, see attached for reference if needed*
- 1) Identify the donor at check-in
 - 2) The collector prepares the collection site to ensure integrity of the specimen by having the collection site secured as per DOT guidelines.
 - 3) Then the donor remove all items from their pockets (donor may keep money and wallet), remove outerwear and do a non-invasive visual inspection for tampering devices or adulterants.
 - 4) The collector explains the basic collection procedures to the donor

- 5) The collector instructs the employee to wash and dry his or her hands.
 - 6) The collector directs the donor to go into the restroom and provide a specimen of at least 45ml, not to flush the toilet, and return with the specimen as soon as possible after completing the void.
 - 7) After the employee gives the specimen to the collector, the collector must check the temperature of the specimen, check the specimen volume, and inspect the specimen for adulteration or substitution. If no tampering noted the collector will proceed as follows.
 - 8) While the donor watches the urine is then poured into two containers with donor watching and sealed with tamper evident barcodes to link the specimen to the chain of custody.
 - 9) The donor then washes his/her hands again.
 - 10) The donor dates and initials the 2 specimens and signs electronically stating that they did not tamper with the specimen.
 - 11) The chain of custody is then printed and placed into a tamper evident bag with both specimens and sealed in the presence of the donor.
 - 12) A copy of the chain of custody is given to the donor to indicate that they have completed the test and they are dismissed from the facility.
 - 13) Every collection is documented in a log book and links the donor, the time, the date and specimen number on the chain of custody.
 - 14) After the collection is completed, as stated above, the collector immediately places the specimen in a secured refrigerator awaiting packaging for transport.
 - 15) Daily, the specimens are removed from the secured refrigerator, documented on a shipping manifest, packaged into approved FedEx Clinical Paks, sealed and shipped to the lab.
 - 16) The time and attention to detail that is placed on every specimen ensures the correct specimen is with the correct chain of custody, also the donor initials both specimens on the tamper evident tape to ensure that it's the correct donor's urine sample attached to the correct chain of custody.
- v) **Provide collection supplies**
- All supplies are provided by OccMed Associates, LP
- vi) **Monitor collection procedures**
- Describe your collection procedures.
 1. The collector must secure the room being used for the monitored collection so that no one except the employee and the monitor can enter it until after the collection has been completed.
 2. The monitor must be the same gender as the employee, unless the monitor is a medical professional (e.g., nurse, doctor, physician's assistant, technologist or technician licensed or certified to practice in the jurisdiction in which the collection takes place).

3. If someone other than the collector is to monitor the collection procedure (i.e., the collector is not a medical professional), the collector must verbally instruct that person to use the following procedures (if the collector is the monitor, the collector must also follow these procedures):

- a) A monitor stands outside the stall and does not watch the employee urinate. If the monitor hears sounds or makes other observations indicating an attempt to tamper with a specimen by the employee, there must be an additional collection conducted under direct observation.
- b) A monitor must ensure that the employee takes the collection container directly to the collector as soon as the employee has exited the enclosure.

4. When someone besides the collector has acted as the monitor, the collector must note that person's name in the "Remarks" line of the CCF (Step 2).

5. If the employee declines to permit a collection authorized under Part 40 to be monitored, it is a refusal to test.

vii) Provide transportation of specimen to certified laboratory

- All transportation is handled by FedEx utilizing ClinicalPaks for extra care with handling.

C) Laboratory Services

i) Provide testing (initial and confirmation tests) through a DOT certified testing laboratory certified by HHS under the National Laboratory Certification Program (NLCP).

1. Are scientifically acceptable screening methods employed?

Yes, the lab performs initial drug screening using immunoassay, EMIT. An immunoassay is a test that uses antibodies to detect the presence of drugs and other substances in urine, providing an expedited negative result or indicating the need to go into the identification process using the forensic gold standard of GC/MS.

GC/MS is the abbreviation for gas chromatography/mass spectrometry; the testing methodology used to confirm presumptive positive drug screen specimens. GC/MS provides identification of the molecules based on characteristic fragmentation patterns at specific retention times providing the most accurate urine drug screen available at this time.

All testing is in compliance with 49 CFR Part 40

- 2. List any limitations to the types of screening methods used.**
OccMed works with several DOT/HHS/SAMHSA certified labs so that we may accommodate any and all screening needs
 - 3. Describe the test performed for both the initial and confirmation screening, including standards used for determining the presence of illegal substances.**
 - Initial testing performed by ELISA or EMIT type assays.
Confirmation by GC/MS, Federal cut-off levels used for drugs of abuse per 49 CFR Part 40.
- ii) **Ensure pre-employment, random, reasonable suspicion, post-accident, return to duty, and follow-up testing and storage of specimens (primary and split) are in accordance with applicable federal, state, and local regulations.**
1. Are the samples stored in a frozen condition? If stored in another format, indicate why?
 - It is the policy of our main lab, Alere Toxicology, to store samples in the refrigerator before the courier arrives at 1530. Refrigeration is also in compliance with 49 CFR Part 40.
 - The lab stores positive, adulterated and substituted specimens for an extended period of time.
- iii) **Ensure negative results are reported to Medical Review Officer (MRO) within 24 hours and confirmed positive results are reported to MRO within 48 hours (confirmation must be done in compliance with the applicable federal, state, and local regulations).**
- Typically negative drug screen results are available via “eScreen” within 24 hours
 - Non-Negatives results are sent to the MRO within 48 hours, the MRO follows federal, state, and local guidelines in contacting the donor for verification of prescriptions. If after due process that MRO is unable to contact the donor a result will be issued with the note that the donor was unable to be reached.
- iv) **Provide reporting to City using confidential protocol.**
1. Describe your procedures for reporting test results, maintaining confidentiality, and ensuring that complete and accurate information reaches the appropriate authorized personnel.
 - OccMed utilizes “eScreen”, an Alere Toxicology web portal that tracks all drug screens and stores results in a HIPAA compliant database.

- The City of Lubbock has already assigned key HR personnel to have access to the secure website, www.myescreen.com, where results are retrieved and maintained.
- v) **Provide proper documentation and storage of test results.**
 1. Non-DOT test results are stored in the “eScreen” web portal indefinitely.
 2. DOT original COC and result is mailed to Sofia Ramos with the City’s Human Resources Department.
 3. OccMed maintains 2 years of COCs within our secured storage facility at Lubbock File Room.
- vi) **Provide results reporting and monthly summaries to MRO.**
 1. Records and reporting protocols are in strict compliance with 49 CFR part 40
- vii) **Provide list of currently used laboratories for specimen testing including location, certifications, and length of time in business.**
 1. All urine drug screens are tested using Alere Toxicology
 2. Principal location is at 7500 W. 110th St, Ste 400A Overland Park, KS 66225
 3. Alere Toxicology has been in business for over 30 years and employs state of the art, cutting edge drug testing processes and is one of the largest drug testing laboratories in the nation.

D) Medical Review Officer Services

- i) **Provide qualified medical review officer services to receive all test results from laboratory for negative and positive determination.**
 - Who is your MRO; what are his/her qualifications; what process does your MRO follow?
 - Stephen Kracht, D.O.
 1. Certified MRO through the Medical Review Officer Certification Council
 2. Current certification, Doctor of Osteopathy
 - What process does your MRO follow?

Medical Review Officer Procedures

Non-DOT Negative

- Upon receipt of a negative result, the result is reviewed for correctable flaws that require an affidavit.
- If an affidavit is required the result is not released to the DER (Designated Employee Representative) until an affidavit has been received.

- Once the appropriate affidavit is received, or if there are no correctable flaws present, the result is verified and released to the DER through their designated reporting method.

Non-DOT Non-Negative

- At least 3 attempts are made to contact the donor, commencing within one business day of receipt of a confirmed positive result from the laboratory.
- If the donor's phone number is not present or not a working number, then the DER (Designated Employer Representative) is contacted for a valid phone number.
- Once the donor has been interviewed, and any medical information has been received and authenticated, the result is released to the DER via their designated reporting method.
- If 3 call attempts have been made, and the donor has not been reached/has not returned calls to the MRO office, the result is released to the DER within 3 business days of initial lab report to the MRO. The result will have a "UTCD – Unable to Contact Donor" designation if no contact with the donor has taken place.

Medical Review Office

DOT Review Procedure

DOT Negative – Review in accordance with 49 CFR 40.127

- The medical review office must be in receipt of a legible copy 2 of the chain of custody form before a negative result can be released to the DER.
- Upon receipt of a negative laboratory result, the CCF and electronic lab report are reviewed to ensure a match of the demographic data.
- Copy 2 of the Federal CCF is reviewed for non-correctable flaws, or correctable flaws that require a memorandum.
- If a memorandum is required, the result is not released to the DER until all appropriate documentation has been received and reviewed.
- Step 6 of copy 2 of the Federal CCF is completed by the MRO or an MRO staff member, and retained with the specimen record.
- The negative result is verified and released to the DER through their designated confidential reporting method.
- In addition to daily supervision of MRO staff, the MRO personally reviews a minimum of 5% of all negatives processed by the staff. The MROs review of these results includes the chain of custody form, the negative laboratory report, and any accompanying corrective documents. Any errors are noted and addressed

with the MRO staff.

DOT Non-Negative – Review in accordance with 49 CFR 40.129 – 40.159

- The medical review officer must: receive and review a legible copy 1 of the Federal CCF signed by the certifying scientist; and review copy 2 of the Federal CCF form signed by the donor.
 - Both copies of the CCF are inspected for non-correctable (fatal) or correctable flaws, and any required memorandums are obtained before continuing the review process.
 - 3 attempts are made to contact the donor in the first 24 hours after a laboratory confirmed positive test result has been received.
 - If the donor's phone number is not present, not a working number, or the donor has not been reached after the required 3 attempts, then the DER is contacted.
 - The DER should inform the donor to contact the medical review office.
 - The result can be released after 72 hours if the DER is able to make contact with the donor and instruct him/her to contact the medical review office.
 - If the DER is unable to make contact with donor, the result can be released 10 days from the lab report date.
 - Once the donor has been interviewed and his/her medical information has been validated by the MRO (or valid attempts have been made to contact the donor for an interview in accordance with 49 CFR 40.129), Step 6 of copy 2 of the CCF is completed by the MRO with an original signature.
 - The result is verified and released to the DER through their designated confidential reporting method in accordance with 49 CFR 40.163, 40.165, and 40.167. If the final result is Positive, a phone call is also placed to the DER to make a verbal report, to ensure immediate removal of the employee from safety-sensitive duties.
- ii) The MRO shall contact employees for medical information.
- As per 49 CFR part 40
- iii) MRO shall investigate information, review it, and make a determination as to the positive or negative status of substance abuse.
- As per 49 CFR part 40
- iv) MRO shall communicate test results in a legally accepted format to the employer
- As per 49 CFR part 40
- v) MRO shall document test results in accordance with the applicable rules and regulations
- As per 49 CFR part 40
- vi) MRO shall provide examinations, if required
- As per 49 CFR part 40

E) Alcohol Testing

- i) **Administer evidential testing of breath using an evidential breath testing device (EBT) that is on the National Highway Traffic Safety Administration (NHTSA) conforming products list (CPL). Testing must be administered by a certified breath alcohol technician (BAT) or screening test technician (STT) in compliance with the applicable federal, state, and local regulations.**
- **Are scientifically acceptable screening methods employed?**
 - Yes, in compliance with 49 CFR part 40
 - **List any limitations to the types of screening methods used.**
 - No technical limitations
 - **Describe the tests performed for both the initial and confirmation screening, including standards used for determining the presence of illegal substances.**
 - As per 49 CFR part 40, Subpart L through N
**See attached regulation for reference*

QUALIFICATION DATA

- c) i) **Describe how you specifically meet the criteria for testing under the Omnibus Transportation Employee Testing Act (DOT).**
- All employees are trained in the specifics of DOT drug testing. Steps for DOT collection and direct observation are posted at the main collection area of the facility for quick reference.
 - Alere is DHHS certified
 - Dr. Stephen Kracht is a certified MRO
 - OccMed is in strict compliance with 49 CFR Part 40
**See attached for reference.*
- ii) **All drug test must be performed by a HHS-certified facility. Documentation of such certification must be submitted with RFP.**
**See Lab Section for all current certifications*
- iii) **Provide procedural instructions for conducting drug/alcohol screening in the event of equipment failure or inadequate staffing at a designated site. Should your agency conduct multiple sites in the same city, please provide information on which site will be designated as a primary testing site, after-hours testing site, and/or an emergency testing site.**
- OccMed has 2 primary EBT machines and 2 backups for the times when one machine may go down.
 - OccMed has manual CCFs on hand at all times for cases of power outages or internet failure.

- Aside from our primary drug screen collectors/BAT we have 4 backup technicians within our facility that can assist with these tests.
 - OccMed's principle location is at #25 Briercroft Office Park, Lubbock, TX 79412 and is where the majority of our Occupational business occurs.
- iv) **Provide information on licenses, certification, training, and experience of individuals responsible for the enumerated services.**
- Certified through eScreen as having passed a proficiency test administered by the Clinical Manager
 - Collection personnel have passed a DOT approved collection training program and demonstrated proficiency by completing mock drug screen collections under rigorous scrutiny
 - Urine drug screen collectors and individuals administering BATs have been trained to comply with 49 CFR Part 40.
**See attached Certificates and Resumes under Personnel tab*
- v) **Provide information on ongoing training which is provided to staff members to ensure current knowledge of DOT regulations.**
- Collection personnel have passed a DOT approved collection training program and demonstrated proficiency by completing mock drug screen collections under rigorous scrutiny and attend a refresher course as per 40 CFR Part 40.
 - Urine drug screen collectors and individuals administering BATs have been trained to comply with 49 CFR Part 40.
**See attached Certificates*
- vi) **Provide the instructions that are given to lab personnel, including any checklists.**
- Lab personnel use a 5 step of the federally mandated chain of custody form. All in complete compliance with 49 CFR Part 40.
- vii) **Provide samples of consent forms, questionnaires, written notices, procedure checklists, post-collection checklists, or any other sample forms required.**
- *See attached MRO checklist under MRO tab*
- viii) **Provide copies of the last three (3) external proficiency testing cycles for all analyses required in this proposal.**
- Alere Toxicology a certified DHHS lab in good standing.
**See "Lab" tab for last three (3) external proficiency*

- ix) **The City is requesting the last three (3) ratings that lab agency, which vendors plan to use for drug testing, received from HHS. The intent of the request is to determine if the lab your agency intends to use is in good standing with HHS.**
**See "Lab" tab for last three (3) proficiency ratings*
- x) **Cost of non-DOT and DOT drug tests.**
**See attached Pricing Proposal Sheet A.*
- xi) **Cost of Civil Service drug tests.**
**See attached Pricing Proposal Sheet B.*
- xii) **Cost of Optional drug tests.**
**See attached Pricing Proposal Sheet C.*
- xiii) **Cost of alcohol tests.**
**See attached Pricing Proposal Sheet D.*

INSURANCE

- a) **The Consultant will hold that City harmless from any claim of liability asserted by reason of negligence of the Consultant, its agents, servants, and employees in the performance of the agreement. Throughout the term of this agreement, the Consultant will maintain Worker's Compensation and liability insurance in the following minimum accounts.**

**See "Insurance" tab for certificates*

OccMed Associates' Drug Screening
Basic Protocol

- 1) Identify the donor at check-in
- 2) The collector prepares the collection site to ensure integrity of the specimen by having the collection site secured as per DOT guidelines.
- 3) If a BAT is ordered then a certified technician escorts the donor to the lab area to complete the EBT per DOT protocol.
- 4) After arriving at the drug screen collection area the donor remove all items from their pockets (donor may keep money and wallet), remove outerwear and do a non-invasive visual inspection for tampering devices or adulterants.
- 5) The collector explains the basic collection procedures to the donor
- 6) The collector instructs the employee to wash and dry his or her hands.
- 7) The collector directs the donor to go into the restroom and provide a specimen of at least 45ml, not to flush the toilet, and return with the specimen as soon as possible after completing the void.
- 8) After the employee gives the specimen to the collector, the collector must check the temperature of the specimen, check the specimen volume, and inspect the specimen for adulteration or substitution. If no tampering noted the collector will proceed as follows.
- 9) While the donor watches the urine is then poured into two containers and sealed with tamper evident barcodes to link the specimen to the chain of custody.
- 10) The donor then washes his/her hands again.
- 11) The donor dates and initials the 2 specimens and signs electronically (manually for DOT) stating that they did not tamper with the specimen and witnessed the pouring and sealing of the specimens. (All DOT drug screens are immediately entered into eScreen's secure computer system as another was to verify specimen integrity)
- 12) The chain of custody is then printed and/or torn off and placed into a tamper evident bag with both specimens and sealed in the presence of the donor.
- 13) A copy of the chain of custody is given to the donor to indicate that they have completed the test and they are dismissed from the facility.
- 14) Every collection is documented in a log book and links the donor, time, date and specimen number located on the chain of custody.
- 15) After the collection is completed, as stated above, the collector immediately places the specimen in a secured refrigerator awaiting packaging for transport.
- 16) Daily, the specimens are removed from the secured refrigerator, documented on a shipping manifest, packaged into approved FedEx Clinical Paks, sealed and shipped to the lab.

- 17) The time and attention to detail that is placed on every specimen ensures the correct specimen is with the correct chain of custody, DOT protocols are of the utmost importance.

All collections are in strict compliance with DOT 49 CFR part 40

OccMed Associates, LP

Board Certified Occupational Medicine

by the American College of Preventive Medicine

#25 Briercroft Office Park @ 54th and Avenue Q

Lubbock, Texas 79412 • Phone: 795-7433 • Fax: 795-7407

Web: www.occmedassociates.com

Subject: Request for Clarification for RFP 14-11957-KS Employment Physical Examinations and Drug/Alcohol Screening.

In response to your request for clarification of the above mentioned RFP please see below for details.

General:

1. Will results of physical exams be reported to the City within 24 hours of exam?
 - a. All results are faxed to the City's HR department within 24 hours but generally within a few hours.
2. How far in advance would the City need to schedule physical examinations?
 - a. OccMed can generally accommodate same day appointments and walk-ins are welcome if needed.

Testing:

1. Several tests are noted for OccMed's standard examination on page 20 of 55, but these tests are not listed on the Pricing Proposal Sheets (e.g. musculoskeletal examination, gastrointestinal examination, etc.). Will these tests be done as well?
 - a. Yes, a musculoskeletal and gastrointestinal exam are within OccMed's standard physical.
2. For Self Contained Breathing Apparatus testing, are both types of testing performed or just one type?
 - a. Pricing in the RFP was for Qualitative only due to the fact that COL FD has a fire station dedicated to all of the City's SCBA needs.
3. The following are in NFPA 1582 and not noted in the proposals:
 - 3.1 (7.7.13) Due to an increased cancer risk, the fire department shall provide all male firefighters with a PSA test beginning at age 50 and annually thereafter. Those with a family history or African American heritage, who are at a higher risk of prostate cancer, shall be provided with testing at age 40 and annually thereafter.
 - a. PSAs will be performed annually for fire fighters meeting the above stated guidelines at a cost of \$25.00/test

3.2 (7.7.12.1) Fecal occult blood testing shall be provided annually to all members above the age of 40 or earlier if clinically indicated.

b. Fecal occult blood testing will be performed annually for fire fighters meeting the above stated guidelines at a cost of \$30.00/test

3.3 (7.6) Genitourinary (includes pap smear, testicular exam, rectal exam for prostate mass)

a. Pap Smear – This is discussed with the female Fire Fighter to determine the status of her annual pap smear and results are noted. If the Fire Fighter doesn't have a PCP and hasn't completed her pap smear we have several resources to assist them.

b. Testicular exam and Rectal exam are performed with each male Fire Fighter.

3.4 (7.7.7.1) Mammography shall be performed annually on each female member over the age of 40

a. Mammography is discussed with each female Fire Fighter over the age of 40 and if needed they are referred to their PCP or Covenant Diagnostic Imaging (\$159.60 for mammogram and reading) to obtain the test.

4. Please describe your ability to perform the pulmonary function testing per National Fire Protection Association 1582 (7.7.4.1)?

a. We have a NIOSH approved spirometer, the EasyOne, that performs within the guidelines set forth in the NFPA 1582, we also have a NIOSH certified tester on location to assist with PFTs. (See attached for certificate)

Our spirometer is calibrated daily and again after every 10 tests performed.

7.7.4.1 - Pulmonary function testing (spirometry) shall be conducted annually to measure the member's forced vital capacity (FVC), forced expiratory volume in 1 second (FEV₁), and the absolute FEV₁/FVC ratio.

7.7.4.2 The fire department physician or other qualified medical evaluator shall compare spirometry results obtained during yearly evaluations with baseline and subsequent test results

7.7.4.3* FEV₁ and FVC results shall be expressed as the absolute value (liters or milliliters) and as percent predicted adjusted

5. National Fire Protection Association 1582 requires a baseline 2-view chest x-ray and a 2-view chest x-ray every five years. Please advise as to how you will comply with this requirement.

a. All baseline Fire Fighter physicals will contain a baseline 2-view chest x-ray.

- b. All annual Fire Fighter charts will be reviewed upon arrival to determine if the repeat chest x-ray is required.
 - c. X-Rays will be flagged in the chart for comparison as needed.
6. Please explain the difference, if any, between the baseline Fire physical and the annual Fire physical that you will provide. If there is a difference, please advise of the price for each.
- a. Most aspects of the physicals are the same, the differences are stated below.
 - i. Baseline:
 - 1. Requires a 10 panel drug screen
 - 2. Requires a 2-view chest x-ray
 - ii. Annual:
 - 1. No Drug Screen
 - 2. Periodic 2-view chest x-ray, if needed

Updated Fire Fighter Pricing sheet attached.

Pricing:

- 1. What is the price difference for doing a forced whisper test for 911 employee physicals as opposed to the audiogram in a sound booth?
 - a. Forced Whisper- \$15.00
 - b. Audiogram- \$25.00

If you have any questions or concerns you may contact me at amandam@olsonmed.com.

We appreciate the opportunity to continue providing you with all your Occupational needs.

Warm Regards,



Amanda Miller, LVN
Clinical Manager
806-795-7433

OcMed Associates, LP

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by the American College of Preventive Medicine
#25 Briercroft Office Park @ 54th and Avenue Q
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Web: www.ocmedassociates.com

September 22, 2014

Attention: Marta Alvarez

Marta,

Our Best and Final Offer will be to price as follows:

We are officially reducing our submitted pricing by 5%.

Sincerely,

A handwritten signature in cursive script, appearing to read "Bryce Olson".

Bryce Olson

Best and Final Offer

- 13) Attach a complete list of all current Employment Physical Exam and Drug/Alcohol Screening Clients

**See Current Client tab*

- 14) Does your company carry Errors and Omissions Insurance?

**Yes, see Insurance tab*

- 15) Amount of general liability insurance carried?

\$3,000,000.00

- 16) General description of financial condition

OccMed Associates, LP has operated profitably and continues to gain momentum in growth and fiscal strength. The financial statements are attached for years ending in 2013, 2012, and 2011.

**See Financial tab*

Privileged and Proprietary

- 17) Attach a list of all proposed fees and costs associated with your proposed contract

a) **Standard Physicals/Drug Screens**

Non-DOT Physical	\$45.00
DOT Physical	\$47.50
Non-DOT 10 panel Drug Screen (Civil Service)	\$20.90
Non-DOT 5 panel Drug Screen (Non-Civil Service)	\$20.90
DOT Drug Screen	\$23.75
Breathe Alcohol	\$16.15
Expert Testimony	\$142.50
Out of Town Physicals - Cost of Physical forwarded + \$5.00 admin fee for scheduling, research is always done to find the COL the lowest price for out of town physicals. (Approximately \$50.00 - \$75.00)	

b) **Optional Physical Components**

Spirometry	\$23.75
Audiometry	\$19.00
Chest X-Ray, 2V with interpretation	\$80.75
EKG	\$61.75

Best and Final Offer

	<i>Privileged and Proprietary</i>
c) Labs	
CBC	\$19.00
CMP	\$19.00
Lipid Panel	\$19.00
Lead	\$47.50
Mercury	\$28.50
Arsenic	\$19.00
Cadmium Exposure Panel	\$142.50
Chromium, Urine	\$76.00
d) Workplace Disability Assessment / Recommendation	
Work-site Assessment	\$142.50/hour
Physical Exam & Medical Record Evaluation	\$142.50/hour
Expert Testimony	\$142.50/hour

18) Additional Information

OccMed Associates, LP has provided services for the City of Lubbock for a number of years and our long standing relationship has enabled our facility to have a solid working relationship with the methodology and requirements the City requires. Our providers are well versed in providing pre-employment/annual physical examinations and our medical assistants have years of experience in drug screening. Dr. Rodriguez and Dr. Scheel are well versed in the American Disability Act that causes a significant impact when hiring and retaining persons with disabilities. Our providers have performed mandated physicals for well over 20 years combined and are knowledgeable of the requirements the City has for their employees.

Our long-term commitment to the City of Lubbock's management and its employees requires that we provide the highest quality of service at the most competitive rates with our emphasis on superior customer service. We will continue to place the needs of the City as a priority of our scheduled appointments. Our assurance to you is that our facilities will continue to work diligently to provide your employees/applicants with consistent care and sound medical determinations. We understand the importance of a close working relationship and continuity of care. OccMed strives for excellence daily and management is readily available to assist with any and all needs.

Best and Final Offer

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CITY OF LUBBOCK, TX

**PRICING PROPOSAL SHEET "A"
STANDARD PRE-EMPLOYMENT/PROMOTIONAL PHYSICALS
(To be completed and returned with Proposal)**

	<u>PRICING</u>
A.1 STANDARD PRE-EMPLOYMENT/PROMOTIONAL PHYSICAL	\$ <u>45.00</u>
A.2 STANDARD PRE-EMPLOYMENT/PROMOTIONAL PHYSICAL (WITH SCBA)	\$ <u>80.00</u>
A.3 EXPERT SERVICES	
Expert Testimony Consulting, Advising, and Researching	<u>\$142.50/hour</u>

A.1 TEST COMPONENT'S FOR *PRE-EMPLOYMENT/PROMOTIONAL PHYSICALS*

Each physical exam consists of:

Provider-Reviews past medical history, past surgical history, past psychiatric history, history of on the job injuries, history of back injuries, history of significant trauma, current and recent medications taken, and drug allergies.

Vital Signs (Height, Weight, Blood Pressure and Pulse)
Distant and Near Vision
Red/Green/Yellow Differentiation (Color Blind Test)

HEENT (Head, Eyes, Ears, Nose, Throat)
Teeth, gums, and mouth
Neck exam for thyroid enlargement, carotid bruits and range of motion
Cardiac Exam (rate, rhythm, murmurs, etc.)
Abdominal Exam
Upper and Lower Extremity Exam

Inguinal/Groin Exam (Males, Only if Indicated)
Dermatological Exam for Rashes (If Indicated)

Spinal exam (If Indicated)

Privileged and Proprietary

Neurological Exam (reflexes, Romberg)

Gait (abnormalities noted)

Urinalysis (10 panel)

- Glucose
- Bilirubin
- Ketones
- Specific Gravity
- Blood
- pH
- Protein
- Urobilinogen
- Nitrite
- Leukocytes

Total Cost = \$45.00

A.2 TEST COMPONENT'S FOR *PRE-EMPLOYMENT/PROMOTIONAL PHYSICALS WITH SCBA*

Each physical exam consists of:

Provider-Reviews past medical history, past surgical history, past psychiatric history, history of on the job injuries, history of back injuries, history of significant trauma, current and recent medications taken, and drug allergies.

Vital Signs (Height, Weight, Blood Pressure and Pulse)

Distant and Near Vision

Red/Green/Yellow Differentiation (Color Blind Test)

HEENT (Head, Eyes, Ears, Nose, Throat)

Teeth, gums, and mouth

Neck exam for thyroid enlargement, carotid bruits and range of motion)

Cardiac Exam (rate, rhythm, murmurs, etc.)

Abdominal Exam

Musculoskeletal Exam

Upper and Lower Extremity Exam

Inguinal/Groin Exam (Males, Only if Indicated)

Dermatological Exam for Rashes (If Indicated)

Best and Final Offer

Spinal exam (If Indicated)

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Neurological Exam (reflexes, Romberg)
Gait (abnormalities noted)

Urinalysis (10 panel)

- Glucose
- Bilirubin
- Ketones
- Specific Gravity
- Blood
- pH
- Protein
- Urobilinogen
- Nitrite
- Leukocytes

Plus SCBA testing at OSHA approved facility

Breakdown of cost:

Physical \$45.00

SCBA Testing \$34.90

Total = \$79.90

Best and Final Offer

Privileged and Proprietary

CITY OF LUBBOCK, TX

**PRICING PROPOSAL SHEET "C"
POLICE**

(To be completed and returned with Proposal)

PRICING

C.1 POLICE PHYSICAL (Pre-employment and Promotional)
(In accordance with City of Lubbock Civil Service Commission Rules and Regulations Section 5.01)

\$47.50 *

*Does not include optional tests, see pricing below

C.2 EXPERT SERVICES
Expert Testimony
Consulting, Advising, and Researching

\$142.50/hour

C.2 TEST COMPONENT'S FOR *POLICE PHYSICAL*

C.2 Pricing Breakdown

<u>Police Physical</u>	<u>\$47.50</u>
<u>*Audiometry</u>	<u>\$23.75</u>
<u>*Chest X-Ray (2 View) with interpretation</u>	<u>\$80.75</u>
<u>*Lumbar X-Ray (5 View) with interpretation</u>	<u>\$104.50</u>
<u>**Physical Activity Readiness/PAR O</u>	<u>\$14.25</u>
<u>**3 minute step test</u>	<u>\$28.50</u>

*Doctor's Discretion (optional)

**Police Department's Discretion (optional)

Each physical consists of:

Physician will review past medical history, past surgical history, past psychiatric history, history of on the job injuries, history of back injuries, history of significant trauma, current and recent medications taken, and drug allergies.

- Vital Signs (Height, without shoes, Weight, without shoes, Blood Pressure and Pulse)
- Distant and Near Vision (with and without corrective lenses)
- Peripheral Vision
- Red/Green/Yellow Differentiation (Color Blind Test)
- Forced whisper test
- HEENT (Head, Eyes, Ears, Nose, Throat)

- Teeth, gums, and mouth
- Neck exam for thyroid enlargement, carotid bruits and range of motion
- Cardiac Exam (rate, murmurs, etc.)
- Abdominal Exam
- Upper and Lower Extremity Exam
- Inguinal/Groin Exam
- Dermatological Exam for Rashes
- Musculoskeletal/Spinal exam
- Neurological Exam (reflexes, Romberg)
- Gait (abnormalities noted)
- Urinalysis (10 panel)
 - Glucose
 - Bilirubin
 - Ketones
 - Specific Gravity
 - Blood
 - pH
 - Protein
 - Urobilinogen
 - Nitrite
 - Leukocytes

* Additional testing will be approved by the City of Lubbock before completing

Best and Final Offer

Privileged and Proprietary

CITY OF LUBBOCK, TX

**PRICING PROPOSAL SHEET "D"
911 EMPLOYEE PHYSICAL**

D.1 911 EMPLOYEE PHYSICAL

PRICING

\$ 46.55

D.2 EXPERT SERVICES

Expert Testimony
Consulting, Advising, and Researching

\$142.50/hour

D.1 TEST COMPONENT'S OF 911 EMPLOYEE PHYSICAL

D.1 Pricing Breakdown

<u>Audiometry</u>	<u>\$23.75</u>
<u>Vision (Snellen and Ishihara)</u>	<u>\$22.80</u>

Each physical consists of:

Near and distant visions are tested followed by a 14 plate Ishihara test to determine overall visual acuity.

Audiogram is performed under controlled conditions in an OSHA approved sound booth and quiet room.

Provider reviews audiogram and vision with employee, pass/fail determined by provider and faxed to the City of Lubbock Human Resources Department.

Best and Final Offer*Privileged and Proprietary***CITY OF LUBBOCK, TX****PRICING PROPOSAL SHEET "E"
ASBESTOS PHYSICAL
(To be completed and returned with Proposal)****PRICING**

E.1 ASBESTOS PHYSICAL (In accordance with OSHA Standards)	<u>\$213.75</u>
E.2 EXPERT SERVICES	
Expert Testimony	
Consulting, Advising, and Researching	<u>\$142.50/hour</u>

E.1 TEST COMPONENT'S FOR ASBESTOS PHYSICAL**Initial Exam**

- History and Physical exam per standard pre-employment physical with extra attention to gastrointestinal and cardiopulmonary systems.
- OSHA Respiratory Questionnaire
- Pulmonary Function Testing
- PA and Lateral chest x-ray with B-Reader
- Physician's written opinion

B-Reader is performed by a board eligible/certified radiologist, or physician with expertise in pneumoconiosis.

Periodic Exam

- History and Physical exam per standard pre-employment physical with extra attention to gastrointestinal and cardiopulmonary systems.
- OSHA Respiratory Questionnaire
- Pulmonary Function Testing
- PA and Lateral chest x-ray with B-Reader
- Physician's written opinion

B-Reader is performed by a board eligible/certified radiologist, or physician with expertise in pneumoconiosis.

Best and Final Offer*Privileged and Proprietary***E.1 Pricing Breakdown**

<u>Physical</u>	<u>\$47.50</u>
<u>Spirometry with OSHA questionnaire</u>	<u>\$28.50</u>
<u>2 View Chest X-Ray</u>	<u>\$80.75</u>
<u>B-Reader</u>	<u>\$57.00</u>

Other testing is rarely indicated per OSHA 29 CFR 1910.1001; however, if necessary may include fecal occult blood test (\$19.00) and CBC (\$19.00).

Best and Final Offer*Privileged and Proprietary***CITY OF LUBBOCK, TX****PRICING PROPOSAL SHEET "F"
WORKSITE ASSESSMENT
(To be completed and returned with Proposal)****PRICING****WORKPLACE DISABILITY ASSESSMENT/RECOMMENDATION**

- | | |
|--|----------------|
| 1. Worksite Assessment:* | \$ 142.50/hour |
| 2. Physical Exam and Medical Record Evaluation:* | \$ 142.50/hour |

(*) Numbers 1 and 2 above, require written recommendations. The City also requires Consultant to use an Occupational Medicine physician for these services. This physician may be a subcontractor for the Consultant.

DESCRIBE COMPONENTS OF WORKSITE ASSESSMENT AND PHYSICAL

All medical records are obtained pertaining to applicable work comp incident and extensively reviewed by the physician prior to the physical appointment. On the day of the appointment, at bedside the physician does a thorough medical history review along with an extensive physical examination. After the exam the physician and his nurse meet the examinee and/or their supervisor at the worksite to evaluate the nature of their daily job duties. After the day of exams the physician takes time to review all of his/her notes and compare them to medical records, when a determination is made a detailed report is typed and delivered to the requestor of the exam.

Exam includes one or more of the following:

1. Analysis of the physical capabilities of the individual related to a specific job
2. Recommendations for adaptation of the job environment or methods to accomplish the work
3. Evaluation of the specific physical requirements of the job, and/or
4. The determination of the essential functions of the job
5. Certified Ergonomic Physical Therapist will provide Functional Capacity Evaluation as needed for \$150.00 per hour.

**See sample under Forms tab*

Best and Final Offer

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CITY OF LUBBOCK, TX

**PRICING PROPOSAL SHEET "A"
NON-DOT/DOT DRUG SCREENING
(To be completed and returned with Proposal)**

PRICING

A.1 NON-DOT DRUG SCREENING

- 1. Cost of Urinalysis with screening: \$ 20.90
- 2. Does this include screening for all of the following:
 - a. Marijuana metabolites? Yes No
 - b. Cocaine metabolites? Yes No
 - c. Amphetamines? Yes No
 - d. Opiate metabolites? Yes No
 - e. Phencyclidine (PCP)? Yes No
- 3. Does this include expert testimony?
If yes, indicate cost. \$ 142.50/hour

A.2 DOT DRUG SCREENING

- 1. Cost of Urinalysis with screening: \$ 23.75
- 2. Does this include screening for all of the following:
 - a. Marijuana metabolites? Yes No
 - b. Cocaine metabolites? Yes No
 - c. Amphetamines? Yes No
 - d. Opiate metabolites? Yes No
 - e. Phencyclidine (PCP)? Yes No
- 3. Does this include expert testimony?
If yes, indicate cost. \$ 142.50/hour

DESCRIBE COMPONENTS OF DRUG SCREENING:

See attached drug screening tab that contains OccMed's drug screening procedures start to finish. See MRO tab for the MRO's procedures that follow guidelines set forth by the American Association of Medical Review Officers and the MRO's corresponding certifications and procedures. All drug screen performed in accordance with 49 CFR part 40, see attached

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CITY OF LUBBOCK, TX

**PRICING PROPOSAL SHEET "B"
CIVIL SERVICE DRUG SCREENING
(To be completed and returned with Proposal)**

PRICING

B.1 CIVIL SERVICE DRUG SCREENING

- 1. Cost of Urinalysis with screening: \$ 20.90
- 2. Does this include screening for all of the following?
 - a. Marijuana metabolites? Yes No
 - b. Cocaine metabolites? Yes No
 - c. Amphetamines? Yes No
 - d. Opiate metabolites? Yes No
 - e. Phencyclidine (PCP)? Yes No
 - f. Propoxyphene? Yes No
 - g. Barbiturates? Yes No
 - h. Methaqualone? Yes No
 - i. Methadone? Yes No
 - j. Benzodiazepines? Yes No
- 3. Does this include expert testimony? Yes No
 If yes, indicate cost. \$ 142.50/hour

DESCRIBE COMPONENTS OF DRUG SCREENING:

See attached drug screening tab that contains OccMed's drug screening procedures start to finish. See MRO tab for the MRO's procedures that follow guidelines set forth by the American Association of Medical Review Officers and the MRO's corresponding certifications and procedures. All drug screen performed in accordance with 49 CFR part 40, see attached

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**PRICING PROPOSAL SHEET "C"
OPTIONAL DRUG SCREENING
(To be completed and returned with Proposal)**

PRICING**C.1 DRUG SCREENING FOR SYNTHETIC CANNABINOIDS**

1. Cost of Urinalysis with screening:

\$ 57.002. Does this include expert testimony? Yes No
If yes, indicate cost.**\$ 142.50/hour**

3. List all compounds/ingredients that this test detects.

Synthetic Cannabinoids, aka K2, drug screening identified 19 parent drug compounds and their metabolites in urine including:

- AKB-48
- AM-2201
- HU-210
- JWH-019
- JWH-081
- JWH-200
- JWH-250
- MAM-2201
- RCS-8
- XLR-11
- AM-1248
- AM-694
- JWH-018
- JWH-073
- JWH-122
- JWH-203
- JWH-398
- RCS-04
- UR-144.

C.2 DRUG SCREENING FOR SYNTHETIC STIMULANTS

1. Cost of Urinalysis with screening:

\$ 42.752. Does this include expert testimony? Yes No
If yes, indicate cost.**\$ 142.50/hour**

3. List all compounds/ingredients that this test detects.

- BZP
- Butylone
- Buphedrone

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- Cathinone
- Ethylone
- Eutylone
- Flephedrone
- MBDB
- mCPP
- MDA
- MDEA
- MDMA
- MDPV
- Mepherfrone
- Methcathinone
- 4-Methylethcathinone
- Methylone
- Pentedrone
- Pentylone
- a-pyrroldidinopentiophenone
- TFMPP

C.3 DRUG SCREENING FOR ANABOLIC-ANDROGENIC STEROIDS

1. Cost of Urinalysis with screening:

\$ 114.00

2. Does this include expert testimony? Yes No

If yes, indicate cost.

\$ 142.50/hour

3. List all steroids that this test detects.

- 5-Androstendione
- Bolandiol
- Bolasterone
- Boldenone
- Calusterone
- Clenbuterol
- Blostebol
- Danazol
- Dehydrochlormethyltestosterone
- Desoxymethyltestosterone
- 5a-Dihydrotestosterone
- Drostanolone
- Epietosterone
- Ethlestrenol
- Fluoxymestron
- Formebolone
- Formestane

- Furazabol

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- Halodral
- 4-Hydroxy-testosterone
- Medstanolone
- Mesterolone
- Methandriol
- Methadrostenolone
- Methasterone
- Methenolone
- 6-Methylandrostedione
- Methyl-1-testosterone
- Methylnortestosterone
- Methyltestosterone
- Mibolerone
- Nandrolone
- 19-Norandrostedione
- 19-Norandrostedione
- Norbolethone
- Norclastebol
- Norethandrolone
- Oxybolone
- Oxandrolone
- Oxyesterane
- Oxymethalone
- Probenecid
- Prostanazal
- Quinbolone
- Stanzolol
- Stenbolone
- Testolactone
- 1-Testosterone
- Testosterone
- Trenbolone

See attached drug screening tab that contains OccMed's drug screening procedures start to finish. See MRO tab for the MRO's procedures that follow guidelines set forth by the American Association of Medical Review Officers and the MRO's tab for corresponding certifications and procedures. All drug screen performed in accordance with 49 CFR part 40, see attached

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CITY OF LUBBOCK, TX

**PRICING PROPOSAL SHEET "D"
ALCOHOL SCREENING
(To be completed and returned with Proposal)**

PRICING

D.1 ALCOHOL SCREENING

- 1. Cost of Breath Alcohol testing:
- 2. Does this include expert testimony? Yes No
If yes, indicate cost.

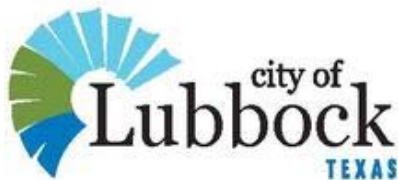
\$ 16.15

\$ 142.50 /hour

DESCRIBE COMPONENTS OF ALCOHOL SCREENING:

All breath alcohol testing performed in accordance with 49 CFR part 40, Subpart L through N, see attached for reference.





Regular City Council Meeting

6. 13.

Meeting Date: 11/20/2014

Information

Agenda Item

Resolution - Benefits: Consider a resolution authorizing the City Manager to execute changes to the Master Welfare Benefit Plan and Benefit Plan Document, including but not limited to satisfying requirements under Federal law.

Item Summary

The City of Lubbock Employee Benefit Plan is a self-funded welfare benefit plan which is governed by a Plan Document. A Plan Document is a formal, written, legal statement which lists the provisions of an employee benefit plan. The City's Plan Document for its self-funded health plan was effective January 1, 2004.

A Plan Document provides members and dependents of the City's health plan with information regarding the plan such as: eligibility; funding; effective date of coverage; termination date of coverage; annual enrollment; schedule of benefits; medical and/or dental benefits; defined terms; plan exclusions how to submit a claim and review procedures; coordination of benefits; third party recovery; COBRA options; responsibilities for plan administration; and general plan information which includes plan name, plan number, effective date of plan, plan year end, employer information, plan administrator, named fiduciary and agent for service.

The City's Plan Document was amended and restated January 1, 2007 to include any underlying components; i.e., stop loss coverage and transplant coverage. A Plan Document also states its intent to comply with mandated Federal components which include: Continuation Coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA); Uniform Services Employment and Reemployment Rights Act of 1993, as amended (USERRA); or Family and Medical Leave Act of 1993, as amended (FMLA); Qualified Medical Child Support Orders (QMCSO); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and permitted use of Protected Health Information (PHI); and Women's Health and Cancer Rights Act of 1998 (WHCRA).

The Plan Document is being amended and restated January 1, 2015 for purposes of ACA compliance to include: the removal of all pre-existing conditions; removal of any lifetime maximums on essential health benefits; removal of any annual maximums on essential health benefits; ensure coverage of dependents through age 26 regardless of availability of other coverage; ensure the City's waiting period for health benefits does not exceed 90 days; and to ensure the City's health plan will remain grandfathered by this compliance.

Other amendments included:

- Incorporating federal law compliance updates; HIPAA, FMLA and a marketplace notation to the COBRA language.
- Review of ERISA language, noting the difference between ERISA content requirements and subjecting the City's Plan to ERISA's regulations (the Plan follows ERISA requirements but is not subject to regulations).
- Reviewed and changed subrogation language.
- Incorporated Amendments 7, 8 and 9 into the wrap documents. These amendments were specific to Health Care Reform (ACA) and the City's intent to remain a grandfathered health plan.
- Amend eligibility hours of service requirement to 30 hours per week.

- Incorporate applicable title and name changes of employees within the Plan Document.

Fiscal Impact

It is unknown what financial impact ACA will have on the City’s self-insured health benefit plan. Because it is recommended to maintain grandfathered status rather than amending the benefit plan to cover all changes of ACA, it is anticipated that the City’s increase will be less than experience by non-grandfathered plans.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Restatement of COL Master Welfare Benefit Plan

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, Texas Master Welfare Benefit Plan and summary plan description, and related documents. Said Master Benefit Plan 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:



Leisa Hutcheson
Director of Human Resources and Risk Management

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

RES.Master Welfare Benefit Plan
November 4, 2014

**CITY OF LUBBOCK, TEXAS
MASTER WELFARE BENEFIT PLAN
AND
SUMMARY PLAN DESCRIPTION**

**Effective: January 1, 2004
Amended and Restated: January 1, 2015**

This document, together with the documents referenced in Appendix A and Appendix B, constitutes **BOTH** the formal written plan document and the Summary Plan Description of such plan.

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EXHIBITS:

EXHIBIT I	CONTINUATION COVERAGE
EXHIBIT II	QUALIFIED MEDICAL CHILD SUPPORT ORDER PROCEDURES
EXHIBIT III	SUBROGATION AND REIMBURSEMENT OF PAYMENTS BY PLAN
EXHIBIT IV	CLAIMS AND REVIEW PROCEDURES
EXHIBIT V	PROVISION OF PROTECTED HEALTH INFORMATION TO PLAN SPONSOR
EXHIBIT VI	PREMIUM CONVERSION CAFETERIA PLAN

APPENDICES:

APPENDIX A	WELFARE BENEFITS PROVIDED UNDER PLAN
APPENDIX B	SUMMARY PLAN DESCRIPTION SUPPLEMENT

**CITY OF LUBBOCK, TEXAS
MASTER WELFARE BENEFIT PLAN**

**Effective: January 1, 2004
Amended and Restated: January 1, 2015**

The City of Lubbock, Texas (hereinafter referred to as the "City") hereby amends and restates the City of Lubbock, Texas Master Welfare Benefit Plan (the "Plan"), effective as of January 1, 2015.

**ARTICLE I
ESTABLISHMENT AND PURPOSE OF THE PLAN**

- 1.1 Establishment of Plan.** The City has established the Plan for the exclusive benefit of its employees, employees of certain related businesses, retirees, elected officials and their respective dependents and beneficiaries, as applicable, to provide certain welfare and fringe benefits to such individuals.
- 1.2 Plan Document.** This document, together with the specific documents (or portions thereof) (i) set forth opposite the name of each of the component welfare or fringe benefits identified in Appendix A, or (ii) the successor documents to such referenced documents, shall constitute the written plan document for this Plan and for each underlying component Welfare Benefit provided under the Plan, and each of the separate documents (or portions thereof) referenced in Appendix A are hereby incorporated by reference.
- 1.3 Grandfathered Group Health Care Plan Disclosure.** The City believes that this group health plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act. As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that the plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.
- 1.4 Questions Regarding Grandfathered Health Plans.** Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to the City Manager at 1-806-775-2003 or www.ci.lubbock.tx.us. You may also contact the U.S. Department of Health and Human Services at www.healthreform.gov.

**ARTICLE II
DEFINITIONS**

The following words and phrases when used with initial capitals herein shall have the following meanings unless the context requires otherwise. All other defined terms in this Plan shall have the

meanings specified in the documentation with respect to the given underlying component Welfare Benefit in which they appear.

- 2.1 Code.** “Code” means the Internal Revenue Code of 1986, as amended.
- 2.2 Contract.** “Contract” means any contract, other than a Policy, entered into by the Employer that is being used in conjunction with providing any underlying component Welfare Benefits referenced in Appendix A.
- 2.3 City.** “City” means the City of Lubbock, Texas, or any successors and assigns thereto.
- 2.4 Employee.** “Employee” means any person who is employed by the Employer as a common-law employee and who is compensated from the Employer’s payroll. Provided, however, unless specifically included under the documentation with respect to an underlying component Welfare Benefit provided under the Plan set forth in Appendix A, “Employee” does not include any of the following:
- (a) Temporary or seasonal employees classified as such on the Employer’s payroll records;
 - (b) Persons classified and treated by the Employer as independent contractors, contract worker, or any other individual who is not designated as of the initial date of the relationship as a common law employee of the Employer; if someone so classified and treated is subsequently determined by the Employer or any governmental agency or court to be a common law employee of the Employer, such person shall not be considered an Employee until the day after the final determination that such person is a common law employee of the Employer;
 - (c) Individuals characterized as leased employees (as defined by Code Section 414(n)) or any individuals who would be leased employees but for the fact they are common law employees of the Employer; and
 - (d) Individuals included in a unit covered by a collective bargaining agreement if Welfare Benefits were the subject of good faith bargaining.

In the event a person listed in one or more of the subsections (a) through (e) above is specifically included as an “Employee” under the documentation with respect to an underlying component Welfare Benefit provided under the Plan set forth in Appendix A, he shall be considered an Employee under this Plan only with respect to that specific underlying component Welfare Benefit, and not with respect to other any benefits provided under this Plan.

- 2.5 Employer.** “Employer” means, collectively, (i) the City, and (ii) any other affiliated or related entity which has adopted this Plan for the benefit of its Employees in a manner satisfactory to such entity and the City, and which is set forth in Appendix B attached hereto, as amended from time to time.

- 2.6 **ERISA.** “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.
- 2.7 **Funded Welfare Benefit.** “Funded Welfare Benefit” means a Welfare Benefit that is provided through a trust or other segregation of assets from the Employer’s general assets and income.
- 2.8 **Insured Welfare Benefit.** “Insured Welfare Benefit” means a Welfare Benefit that is provided through a Policy obtained by the Employer.
- 2.9 **Insurer.** “Insurer” means the entity that issues any Policy utilized under the Plan.
- 2.10 **Participant.** “Participant” means any individual who is eligible for, and becomes covered with respect to, any component Welfare Benefit provided under the Plan.
- 2.11 **Plan.** “Plan” means, collectively, this document, including all amendments thereto, together with the separate documentation (or portions thereof) with respect to the various underlying component Welfare Benefits referenced in Appendix A attached hereto that is incorporated by reference. With respect to a given underlying component Welfare Benefit referenced in Appendix A, the term “Plan” also means the Policy, plan document, or other governing document prepared by the City relating to such underlying Welfare Benefit. When the Plan refers to a Policy, it also refers to any attachments to such contract, as well as documents incorporated by reference into such contract (such as the application and the certificate of insurance booklet). This document, together with the documentation referenced in Appendix A, shall constitute the formal written plan document.
- 2.12 **Plan Administrator.** “Plan Administrator” means, except as otherwise set forth in any Policy or Contract incorporated by reference into this Plan with respect to a given component Welfare Benefit, the City, or such other entity, person, or committee as may be appointed from time to time to act as Plan Administrator by the City. The City also shall designate from time to time one or more individuals to act on behalf of the Plan Administrator.
- 2.13 **Plan Year.** “Plan Year” means the Plan’s accounting year of twelve months commencing on January 1st of each year and ending the following December 31st.
- 2.14 **Policy.** “Policy” means any policy of insurance or health maintenance organization contract which involves the shifting of the risk to an Insurer, health maintenance organization, or other third-party unrelated to the Employer that is being used in conjunction with providing any underlying component Welfare Benefit referenced in Appendix A.
- 2.15 **Unfunded Welfare Benefit.** “Unfunded Welfare Benefit” means a component Welfare Benefit that is provided solely from the general assets of the Employer.
- 2.16 **Welfare Benefit.** “Welfare Benefit” means (i) any benefit specified in the definition of “employee welfare benefit plan” in ERISA Section 3(1) and its corresponding regulations, and (ii) a cafeteria plan within the meaning of Code Section 125.

**ARTICLE III
ELIGIBILITY, PARTICIPATION, AND BENEFITS**

3.1 Eligibility and Participation.

- (a) An individual who is eligible with respect to the Plan will be an Employee (or eligible dependent thereof) who is eligible to participate in and receive benefits under one or more of the component Welfare Benefits provided under the Plan. The specific terms and conditions regarding eligibility and participation under the Plan with respect to any given component Welfare Benefit provided under the Plan, including any applicable enrollment procedures and when such coverage commences, are set forth in the Plan documentation with respect to such Welfare Benefit referenced in Appendix A.
- (b) The Plan shall comply with the special enrollment provisions of the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), with respect to those underlying component Welfare Benefits provided under the Plan that are subject to HIPAA.
- (c) Notwithstanding anything to the contrary, any Employee (or eligible dependent thereof) is eligible for coverage with respect to a given component Welfare Benefit provided under the Plan only if any contributions required by Participants, in accordance with Section 4.1, with respect to such coverage have been made for the period for which coverage is claimed.
- (d) The Plan shall comply with the provisions of the Patient Protection and Affordable Care Act of 2010, as amended, such that the Plan will maintain its status as a “grandfathered” group health plan.

3.2 Termination of Participation.

- (a) The terms and conditions regarding when an Employee’s (and his eligible dependent’s) participation under the Plan ceases with respect to any given component Welfare Benefit provided under the Plan are set forth in the Plan documentation with respect to such Welfare Benefit referenced in Appendix A.
- (b) In any event, all benefits shall cease upon the termination of the Plan.
- (c) Any other circumstances that may result in the termination, reduction, or denial of benefits under the Plan (including, but not limited to, annual or lifetime caps, and costs incurred within an exclusionary period) with respect to any given component Welfare Benefit provided under the Plan are set forth in the Plan documentation with respect to such Welfare Benefit referenced in Appendix A, to the extent applicable or not otherwise exempt.
- (d) The Plan shall comply with the provisions of the Patient Protection and Affordable Care Act of 2010, as amended, such that no Participant who is

otherwise eligible to receive benefits will have coverage under the Plan rescinded except in the case of fraud or intentional misrepresentation.

3.3 Benefits.

- (a) The terms and conditions of the benefits provided to Participants under this Plan with respect to a particular underlying component Welfare Benefit are described in the underlying Plan documents with respect to such benefit, and shall be subject to various limitations and exclusions set forth in the Plan with respect to such underlying component Welfare Benefit.
- (b) No Participant shall be entitled to any benefits under this Plan except as expressly provided in the Plan with respect to its underlying component Welfare Benefits, with all Insured Welfare Benefits being the direct financial obligation of the applicable Insurer, and all Funded Welfare Benefits and Unfunded Welfare Benefits, directly or indirectly, being the financial obligation of the Employer.

3.4 Continuation Coverage.

- (a) The provisions set forth in Exhibit I concerning continuation coverage shall apply to any component Welfare Benefit referenced in Appendix A that is a group health plan which is subject to the (i) Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA); (ii) Uniform Services Employment and Reemployment Rights Act of 1994, as amended (USERRA); or (iii) Family and Medical Leave Act of 1993, as amended (FMLA); or (iv) The Patient Protection and Affordable Care Act of 2010, as amended; unless the Plan documentation referenced in Appendix A with respect to such Welfare Benefit otherwise specifically provides for continuation coverage with respect to such Welfare Benefit in a legally sufficient manner.
- (b) Unless otherwise expressly provided to the contrary in Appendix A, all component Welfare Benefits referenced in Appendix A that provide health care benefits shall be treated as a single plan for purposes of COBRA; provided, however, any Welfare Benefit referenced in Appendix A that is a health flexible spending account arrangement shall be treated as a separate plan.

3.5 Qualified Medical Child Support Orders. With respect to any component Welfare Benefits that are group health plans, the Plan shall provide benefits as required by any qualified medical child support order (QMCSO), but only to the extent it is documented as a National Medical Child Support Notice. The provisions of Exhibit II attached hereto set forth the procedures for determining whether an order qualifies as a QMCSO; provided, however, any correctly completed National Medical Child Support Notice is automatically deemed to be a valid QMCSO. Participants and beneficiaries can obtain a copy without charge, a copy of such procedures from the Plan Administrator.

**ARTICLE IV
CONTRIBUTIONS AND FUNDING**

4.1 Contributions by Participants.

- (a) With respect to each underlying component Welfare Benefit provided under the Plan, Participants shall make contributions with respect to each Welfare Benefit, if any, in the amounts specified and adjusted from time to time by the Employer for particular groups of Participants. At least annually, the Employer shall provide to individuals eligible to participate in the Plan with respect to a given Welfare Benefit a schedule of the required contributions, if any, for such Welfare Benefit, provided, however, that the Employee's contribution rate shall not be increased if the increase would constitute a "significant change" under the Patient Protection and Affordable Care Act of 2010, as amended.
- (b) Unless the Plan documentation referenced in Appendix A with respect to a given component Welfare Benefit expressly provides to the contrary or is otherwise impermissible under applicable law, each Participant required to make contributions under this Section 4.1 who is an Employee of the Employer shall authorize payment of his contributions by payroll deduction pursuant to the terms of the premium conversion-only cafeteria plan as set forth in Exhibit VI.

4.2 Contributions by the Employer. The Employer shall provide funds that, when combined with the contributions made by Participants, are at least sufficient (as determined in the Employer's sole discretion) to provide for the underlying component Welfare Benefits provided under this Plan. Participant contributions toward the cost of a particular Welfare Benefit will be used in their entirety prior to using Employer contributions to pay for the cost of such benefit.

4.3 Funding. Any Insured Welfare Benefit provided under the Plan shall be funded by the corresponding Policies; provided, however, any dividends credited to the Employer under any such Policy are reserved by, and to the benefit of, the Employer to the extent that the total of such dividends does not exceed the total of Employer contributions under the policy or contract for such premium year and to such extent such dividends shall not constitute an asset of the Plan. Any Unfunded Welfare Benefits provided under the Plan shall be funded by the general assets of the Employer. Any Funded Welfare Benefits provided under the Plan shall be funded through a funding vehicle that is segregated from the Employer's general assets and liabilities. Nothing herein shall be construed to require the Employer to maintain any fund or segregate any amount for the benefit of any particular Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account, or asset of the Employer from which any payment under the Plan may be made.

4.4 Subrogation and Reimbursement of Payments Made by Plan. The provisions of Exhibit III attached hereto shall apply to any underlying component Welfare Benefit provided under the Plan (other than any Insured Welfare Benefit), unless the Plan documentation referenced in Appendix A with respect to such Welfare Benefit otherwise specifically includes

provisions with respect to the assignment of rights (subrogation), equitable liens, and other equitable remedies that provide rights and remedies that are more favorable to the Plan than those set forth in Exhibit III.

ARTICLE V PLAN ADMINISTRATION

- 5.1 Principal Duty.** The Plan shall be administered by the Plan Administrator, who is the named fiduciary under the Plan. The principal duty of the Plan Administrator is to determine that the provisions of the Plan are carried out in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan.

The administrative provisions set forth in this Article V shall govern the administration of the Plan; provided, however, the administrative provisions (including, but not limited to any administrative claims and review procedures) set forth in the Plan documentation with respect to any Insured Welfare Benefit referenced in Appendix A shall control with respect to such benefits.

- 5.2 Plan Administrator's General Powers, Rights, and Duties.** The Plan Administrator shall have full discretionary power to administer the Plan in accordance with its terms and intended meaning, subject to any applicable requirements of law. For this purpose, the Plan Administrator is given the powers, rights, and duties specifically stated elsewhere in the Plan, and in addition, is given, but not limited to, the following powers, rights, and duties:

- (a) To determine all questions arising under the Plan, including the power to determine the rights or eligibility of Employees or Participants and any other persons, and the amounts of their contributions or benefits under the Plan;
- (b) To make any findings of fact needed in the administration of the Plan;
- (c) To interpret and construe the Plan, and to remedy ambiguities, inconsistencies, or omissions in any fashion it deems to be appropriate in its sole judgment (including, but not limited to, interpreting any Plan provision that due to errors, omissions, or delays in drafting does not accurately reflect its intended meaning, as demonstrated by consistent interpretations or other evidence of intent);
- (d) To make and enforce such rules and regulations as it deems necessary for the proper and efficient administration of the Plan;
- (e) To direct payments or distributions from the Plan in accordance with the provisions of the Plan;
- (f) To develop such information as may be required by it for tax or other purposes as respects the Plan; and
- (g) To employ agents, attorneys, accountants, or other persons (who also may be

employed by the Employer), and allocate or delegate to them such powers, rights and duties as the Plan Administrator may consider necessary or advisable to properly carry out the administration of the Plan.

- (h) To ensure that the Plan is administered in such a way as to maintain the Plan's status as a grandfathered group health plan in accordance with the Patient Protection and Affordable Care Act of 2010, as amended.

5.3 Exercise of Authority. To the extent the Plan Administrator has been granted discretionary authority under the Plan, the Plan Administrator's prior exercise of such authority shall not obligate it to exercise its authority in a like fashion thereafter. Moreover, the validity of any findings of fact, interpretation, construction, or decision by the Plan Administrator shall not be given *de novo* review if challenged in court or in any other forum, and shall be upheld unless clearly arbitrary or capricious. Thus, subject to the claims and review procedures set forth in Section 5.6, all actions taken and all determinations made in good faith by the Plan Administrator pursuant to this Article V shall be final and binding upon all persons claiming any interest in or under the Plan.

5.4 Indemnification of Administrator. The City agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as a delegate or agent of the Plan Administrator (including any Employee or former Employee who is serving or formerly served as a delegate or agent of the Plan Administrator) against all liabilities, damages, costs, and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is or was in good faith.

5.5 Information Required by Plan Administrator. The Plan Administrator has the right to obtain such data and information as the Plan Administrator may deem necessary or desirable in order to administer the Plan, including but not limited to independent medical advice. The records of the Employer as to an Employee's or Participant's period or periods of employment, termination of employment and the reason therefore, leave of absence, re-employment, and earnings will be conclusive on all persons unless determined by independent agents or delegates of the Plan Administrator to be incorrect. Participants and other persons entitled to benefits under the Plan also shall furnish the Plan Administrator with such evidence, data, or information, as the Plan Administrator considers necessary or desirable to administer the Plan.

5.6 Claims and Review Procedures. To obtain benefits from any component Welfare Benefit under this Plan, a Participant must complete and submit to the Plan Administrator a claim for benefits in the form and manner specified by the Plan Administrator. The Plan Administrator will decide a Participant's claim in accordance with reasonable claims procedures. If the Plan Administrator denies a claim in whole or in part, then the Participant will receive a written notification setting forth the reason(s) for the denial. If a claim is denied, the Participant may appeal to the Plan Administrator for a review of the denied claim. The Plan Administrator will decide the appeal in accordance with reasonable claims review procedures. If a Participant does not file his claim or appeal in a timely manner, then the Participant will lose his right to file legal action in state or

federal court because he will not have exhausted the internal administrative claims procedures (which generally is a prerequisite to bringing a legal action in state or federal court). The specific terms of the Plan's claims and review procedures are set forth in Exhibit IV attached hereto.

- 5.7 Furnishing Information or Providing Other Reports.** To the extent required by the Code or applicable state or local law, the Employer shall provide Employees with: (a) a summary description of the Plan, and (b) any other required information or notices with respect to the Plan. After payment by the Employee of a reasonable charge (which charge may be waived by the Plan Administrator), the Plan Administrator shall provide the Employee with a copy of this Plan upon written request by the Employee. The City or Plan Administrator, as appropriate or as required by law, shall also file with government authorities any reports or returns required.
- 5.8 Expenses.** Unless specified otherwise in the Plan documentation with respect to a given underlying component Welfare Benefit provided under the Plan referenced in Appendix A, the Employer shall pay all reasonable expenses that are necessary to operate and administer the Plan.
- 5.9 Bonding and Fiduciary Liability Insurance.** To the extent required by law, with respect to Welfare Benefits provided under the Plan, every fiduciary of the Plan and every person handling Plan funds shall be bonded. The Plan Administrator shall take such steps as are necessary to assure compliance with the applicable bonding requirements. In addition, the Plan Administrator may apply for and obtain fiduciary liability insurance, at the Employer's expense, insuring the Plan against damages by reason of breach of fiduciary responsibility and insuring each fiduciary against liability to the extent permissible by law.
- 5.10 Nondiscrimination Rules.**
- (a) The Plan Administrator shall not take any action or direct any action with respect to any of the benefits provided hereunder that would be impermissibly discriminatory in favor of Employees who are officers or highly compensated Employees of the Employer, or that would result in benefiting one Participant or group of Participants at the expense of another, or in the application of different rules to substantially similar sets of facts.
 - (b) The Plan shall comply with all applicable nondiscrimination rules under the Code. Should the Plan be subject to nondiscrimination testing under the Code or any other applicable law, the Plan Administrator may make any decisions or elections, whether voluntary or required by law, necessary to facilitate such testing. Any elections required to be in writing shall be stated from time to time in Plan documentation with respect to the applicable underlying component Welfare Benefit referenced in Appendix A.

**ARTICLE VI
MISCELLANEOUS**

- 6.1 Amendment and Termination of Plan.** The City, as Plan sponsor, has the right to amend or terminate all or a portion of the Plan at any time; provided, however, no such action shall adversely affect any claims that have actually been incurred by a Participant (or beneficiary) that would otherwise be eligible for payment under the Plan as in effect when the expense is incurred. Where an amendment of the Plan requires the consent or approval of any Insurer, such amendment shall be subject to a condition that such consent or approval is obtained. Notice of any amendment or termination shall be given to the Plan Administrator. No amendment or modification of the Plan shall be interpreted to relinquish the Plan's "grandfathered" status under the Patient Protection and Affordable Care Act of 2010, as amended, unless the intent to relinquish "grandfathered" status is expressly stated in clear and unambiguous language.
- 6.2 Privacy of Health Information.** The provisions set forth in Exhibit V concerning the use of protected health information by any Employees of the Employer, in its capacity as Plan sponsor, and/or any of its agents or subcontractors, shall apply with respect to any group health care benefits subject to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) and its implementing regulations.
- 6.3 Information to be Furnished.** Participants shall provide the Employer and Plan Administrator with such information and evidence, and shall sign such documents, as may reasonably be requested from time to time for the purpose of administration of the Plan. The Plan, at its own expense, shall have the right and opportunity (i) to have the person of any individual whose injury or sickness is the basis of a claim under the Plan, examined by a physician designated by the Plan Administrator, when and as often as it may reasonably require during the pendency of a claim under the Plan, and (ii) to make an autopsy in case of death, where it is not forbidden by law.
- 6.4 No Guaranty of Tax Treatment.** Neither the Employer nor the Plan Administrator makes any representation, commitment, or guaranty that the value of any coverage and any amounts paid to or for the benefit of a Participant under this Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any specific federal or state tax treatment will apply or be available to any Participant.
- 6.5 Incapacity.** If a Participant is, in the judgment of the Plan Administrator, legally, physically, or mentally incapable of personally receiving any payment due under the Plan, the Plan Administrator, in its sole discretion, may direct payments due to such other person or institution who, in the opinion of the Plan Administrator, are then maintaining or having custody of such Participant until claim is made by a duly appointed guardian or other legal representative of such Participant. Such payment shall constitute a full discharge of liability of the Plan to the extent of such payment.
- 6.6 Alienation of Interests.** Unless the Plan documentation referenced in Appendix A with respect to a given Welfare Benefit expressly provides to the contrary, benefits provided under this Plan may not be assigned or alienated.

- 6.7 Unclaimed Payments.** Unless the Plan documentation referenced in Appendix A with respect to a given Welfare Benefit expressly provides to the contrary, checks that are issued by the Plan for benefit payments and are not cashed within 90 days may be voided. A new check will be issued upon request of the party entitled to payment.
- 6.8 Beneficiary Designations.** Unless the Plan documentation referenced in Appendix A with respect to a given Welfare Benefit expressly provides to the contrary, a Participant must designate a beneficiary in the form and manner specified by the Plan Administrator. If there is no beneficiary designation form on file with the Plan Administrator, benefits will be paid to the Participant's estate.
- 6.9 Recovery of Benefits.** If a Participant (or beneficiary) receives a benefit payment under the Plan in excess of the benefit payment that should have been made, the Plan or its agent shall have the right to recover such excess from the Participant (or beneficiary). The Plan may, however, at its option, deduct the amount of such excess from any subsequent benefits payable to or for such Participant (or beneficiary).
- 6.10 Scope of Legal Rights.** Except as provided herein, neither the establishment nor maintenance of the Plan nor any amendment thereof, nor the payment of any benefits, will be construed as giving any Participant, or other person any legal or equitable right against the Employer or Plan Administrator. Furthermore, the adoption and maintenance of the Plan shall not be deemed to constitute or modify a contract between the Employer and any Employee or Participant, or to be consideration, inducement for, or condition of the performance of services by any person. Nothing contained herein or in any document incorporated herein shall be deemed to give any Employee or Participant the right to continue in the service of the Employer, to interfere with the right of the Employer to discharge any Employee or Participant at any time, or to give the Employer the right to require an Employee or Participant to remain in its service or to interfere with his right to terminate his service at any time.
- 6.11 Gender and Number.** Wherever any words are used herein in the masculine, feminine, or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.
- 6.12 Action by the Employer.** Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by an officer of the Employer or person authorized to act on behalf of the Employer by its legally constituted authority.
- 6.13 Compliance with State and Federal Mandates.** With respect to each component Welfare Benefits provided under this Plan, the Plan will comply, to the extent applicable, with the requirements of all applicable laws (as amended), including but not limited to the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA); Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA); Health Insurance Accountability

and Portability Act of 1996 (HIPAA); Newborns' and Mothers' Health Protection Act of 1996 (NMHP); Women's Health and Cancer Rights Act of 1998 (WHCRA), Mental Health Parity Act (MHPA), and Family and Medical Leave Act of 1993 (FMLA); Patient Protection and Affordable Care Act of 2010, as amended. With respect to any self-insured group health benefits that are provided under this Plan, the City may elect to not comply with the health care portability provisions of HIPAA, NMHP, and/or WHCRA, provided they comply with the applicable opt-out requirements.

- 6.14 Insurance Policy or Governing Document Controls.** Each component Welfare Benefit provided under this Plan is provided pursuant to Policies or pursuant governing plan documents adopted by the City, as referenced in Appendix A. If the terms of this document conflict with the terms of any Policy or governing plan document, then the terms of the Policy or governing plan document will control, rather than this document, unless otherwise required by law. No amendment or modification of the Policies or governing plan documents shall be interpreted to relinquish the Plan's "grandfathered" status under the Patient Protection and Affordable Care Act of 2010, as amended, unless the intent to relinquish "grandfathered" status is expressly stated in clear and unambiguous language.
- 6.15 Severability.** If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.
- 6.16 Captions.** The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.
- 6.17 Governing Law.** This Plan is governed by the Code, the Public Health Service Act, Patient Protection and Affordable Care Act of 2010, as amended, and the regulations issued thereunder (as they might be amended from time to time). To the extent not preempted by Federal law, the provisions of this Plan shall be construed, administered, and enforced according to the laws of the State of Texas.

IN WITNESS WHEREOF, this Plan document is hereby executed on

City

By: _____

Title: Glen Robertson, Mayor

ATTEST:

By: _____

Title: Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Title: Leisa Hutcheson, Human Resources Director

APPROVED AS TO FORM:



Title: D. Mitchell Satterwhite, Assistant City Attorney

EXHIBIT I

CONTINUATION COVERAGE

- 1.1 Scope.** The provisions set forth in this Exhibit shall apply to any Welfare Benefit referenced in Appendix A that provides group health care benefits subject to Sections 2201 through 2208 of the Public Health Services Act, unless the Plan documentation referenced in Appendix A with respect to such Welfare Benefit otherwise specifically provides for such group health plan continuation coverage with respect to such Welfare Benefit.
- 1.2 Definitions.** For purposes of this Article, the following definitions shall apply:
- (a) “Covered Employee” means an Employee enrolled in the Plan as of the day before a Qualifying Event.
 - (b) “COBRA Continuation Coverage” means the continuation of group health care coverage within the meaning of Sections 2201 through 2208 of the Public Health Services Act.
 - (c) “Entitled” means, with respect to Medicare coverage, notification by the Social Security Administration that Medicare Part A coverage is in effect.
 - (d) “Qualified Beneficiary” means any person who, as of the day before a Qualifying Event, is (i) a Covered Employee, (ii) a Dependent of the Covered Employee, including the spouse of the Covered Employee, (iii) a child is born to, adopted, or placed for adoption with a Qualified Beneficiary any time while COBRA Continuation Coverage is in effect. Provided, however, a Covered Employee can be a Qualified Beneficiary only in the event of the Qualifying Event described in Section 1.2(e)(1) below. Provided, further that, in the event of a Qualifying Event described in Section 1.2(e)(6), a Covered Employee who had retired on or before the date of substantial elimination of coverage and any other individual who, on the day before such Qualifying Event, is a beneficiary under the Plan as the spouse, surviving spouse, or dependent child of the Covered Employee shall be considered a Qualified Beneficiary. A person who fails to elect COBRA Continuation Coverage within the applicable election period shall not be considered a Qualified Beneficiary.
 - (e) “Qualifying Event” means, any of the following events which, but for COBRA Continuation Coverage, would result in the loss of coverage of a Qualified Beneficiary:
 - (1) the termination (other than by reason of the Employee’s gross misconduct), or reduction of hours, of the Covered Employee;
 - (2) the death of the Covered Employee;

- (3) the divorce or legal separation of the Covered Employee from the Covered Employee's spouse;
- (4) the Covered Employee becoming Entitled to Medicare benefits under Title XVII of the Social Security Act;
- (5) a dependent child ceasing to be a dependent child under the generally applicable requirements of the Plan; or
- (6) a bankruptcy proceeding under Title 11 of the United States Code with respect to the Employer from whose employment an Employee retired.

1.3 COBRA Continuation Coverage Benefits

- (a) Upon a Qualifying Event, each Qualified Beneficiary may elect to continue the level of benefits coverage in effect under the Plan for such Qualified Beneficiary on the day before the Qualifying Event; provided, however, each Qualified Beneficiary may change the level of benefits coverage during any open and/or annual enrollment period to the same extent that a Participant to whom a Qualifying Event has not occurred may under the terms of the Plan. In addition, if a Qualified Beneficiary of another group health plan maintained by the Employer is prevented from receiving the previous level of benefits due to a change in plan benefits or termination of such other Employer-sponsored group health plan, such individual shall be entitled to elect any level of coverage available under this Plan.
- (b) Coverage may continue for a period of thirty-six (36) months from the date of any Qualifying Event described in Sections 1.2(e)(2) through (e)(6) (i.e., death, divorce or legal separation, Medicare entitlement, loss of dependent child status, and employer bankruptcy). Coverage may continue for a period of 18 months from the date of the Qualifying Events described in Section 1.2(e)(1) (i.e., termination of employment or reduction in hours); provided, however, if the Qualified Beneficiary is determined to be disabled under Title II or Title XVI of the Social Security Act, coverage may continue (with respect to all Qualified Beneficiaries) for a period of twenty-nine (29) months from the date of the Qualifying Event. To qualify for such 29-month coverage, however, the Qualified Beneficiary must (i) be determined under the Social Security Act to have been disabled at any time before or within the first sixty (60) days of COBRA continuation coverage, and (ii) must notify the Plan Administrator of such determination within eighteen (18) months from the Qualifying Event and in accordance with the terms of Section 1.4(e).
- (c) If a Qualifying Event (other than the Qualifying Event described in Section 1.2(e)(6)) occurs during the eighteen (18) months after the date of the Qualifying Event described in Section 1.2(e)(1), then coverage may continue for up to thirty-six (36) months after the date of the Qualifying Event described in Section 1.2(e)(1).

- (d) The Qualified Beneficiary must elect coverage on or prior to the later of:
 - (1) sixty (60) days after the date on which coverage terminates under the Plan by reason of a Qualifying Event, or
 - (2) sixty (60) days after the Qualifying Beneficiary is notified by the Plan Administrator of the Qualifying Beneficiary's right to elect continuation coverage pursuant to the terms of Section 1.4(d).

- (e) Notwithstanding the maximum continuation periods set forth in Sections 1.3(b) and (c), COBRA Continuation Coverage will automatically cease after any of the following:
 - (1) thirty (30) days after the date on which any premium for COBRA continuation coverage was due and not paid;
 - (2) the date on which Qualified Beneficiary first becoming Entitled, after the date of his or her election of COBRA continuation coverage, to Medicare benefits under Title XVIII of the Social Security Act;
 - (3) the date on which Qualified Beneficiary first becoming covered, after the date of his or her election of COBRA continuation coverage, under another group health care plan that contains no exclusion or limitation based on a preexisting condition, or that has a limitation based on a preexisting condition that is satisfied or rendered inoperative by virtue of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). There are limitations on plans imposing a pre-existing condition exclusion and such exclusions will become prohibited beginning in 2014 under the Patient Protection and Affordable Care Act of 2010, as amended;
 - (4) the date on which the Employer terminates this Plan and all other group health care plans maintained by the Employer; or
 - (5) in the case of a disabled Qualified Beneficiary who has elected extended COBRA continuation coverage, the month that begins more than thirty (30) days after the date of the final determination under Title II or Title XVI of the Social Security Act that the Qualified Beneficiary is no longer disabled.

1.4 Notice Requirements.

- (a) When an Employee becomes covered under this Plan, the Plan Administrator shall inform the Participant (and any dependent of the Participant who also becomes covered under the Plan) in writing, of the rights to continuation coverage under this Article VI.

- (b) The Employer shall give the Plan Administrator written notice of a Qualifying

Event described in Sections 1.2(e)(1), (e)(2), (e)(4), and (e)(6) within thirty (30) days of the occurrence of such event.

- (c) In the case of a Qualified Event described in Sections 1.2(e)(3) or (e)(5), a Covered Employee or a Qualified Beneficiary who is a spouse or dependent of such Employee must notify the Plan Administrator within sixty (60) days of the occurrence of such event.
- (d) Within fourteen (14) days of the Plan Administrator's receipt of the notice provided for in Section 1.4(b) or Section 1.4(c), the Plan Administrator shall furnish each Qualified Beneficiary with written notification of the termination of regular coverage under the Plan, as well a recital of the rights of any such Qualified Beneficiary to elect continuation coverage under this Exhibit.
- (e) Each Qualified Beneficiary who is determined to be disabled, consistent with the terms of Section 1.3(b), must notify the Plan Administrator of such determination within sixty (60) days after the latest of: (i) the date of the Social Security disability determination; (ii) the date of the Qualifying Event; and (iii) the date on which the Qualified Beneficiary loses (or would lose) coverage under the Plan as a result of the Qualifying Event.
- (f) Each Qualified Beneficiary who has been determined to be disabled, consistent with the terms of Section 1.3(b), must notify the Plan Administrator within thirty (30) days of the date of any final determination by the Social Security Administration that the Qualified Beneficiary is no longer disabled.
- (g) The Plan Administrator should notify each Qualified Beneficiary if their respective COBRA continuation coverage terminates before its maximum coverage period.

Notwithstanding any of the foregoing, notification to a Qualified Beneficiary who is a spouse of a Covered Employee is treated as notification to all other Qualified Beneficiaries residing with that person at the time notification is made.

1.5 Premium Requirements.

- (a) A Qualified Beneficiary who has elected continuation coverage under this Exhibit must pay a premium designated by the Employer of up to 102% of the applicable premium for the period of coverage otherwise charged to similarly situated Participants (or dependents) with respect to whom a Qualifying Event has not occurred for the same type of coverage. In the case of an individual who is determined to have been disabled, consistent with the terms of Section 1.3(b), the premium for continuation coverage shall not exceed 150% of the applicable premium for any month after the eighteenth (18th) month of continuation coverage as described in Section 1.3(b).
- (b) The required premium for continuation coverage under this Exhibit, if any, may, at the Qualified Beneficiary's election, be paid in monthly installments. As noted

in Section 1.3(e)(1), there is a thirty (30) day grace period following the due date of any required premium before such premium payment is considered untimely.

- (c) Provided, however, no later than forty-five (45) days after the day on which the Qualified Beneficiary makes the initial election for continuation coverage hereunder, the Qualified Beneficiary must make the premium payment for the initial period of continuation coverage retroactively back to date that coverage otherwise would have been lost.

1.6 Special Continuation Coverage for Uniformed Services Leaves. Notwithstanding any other Plan provision regarding termination of coverage, an Employee who is absent from work due to “uniformed service duty” as defined under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA), shall be considered to have experienced a Qualifying Event as of the first day of such individual’s absence for such duty. Such an individual (and any of that individual’s dependents covered under the Plan) shall be treated as any other Qualified Beneficiaries for all purposes concerning continuation coverage provided under this Exhibit; provided, however, the maximum period of coverage available to such an individual is the lesser of (i) 18 months (24 months for coverage elected on or after December 10, 2004) beginning on the date the individual’s uniformed service duty begins, or (ii) the day after the date on which the individual fails to apply for or return to active employment with the Employer. Provided, further, coverage will continue only as long as any required Participant contributions for continuation coverage as set forth in this Exhibit are timely made, except that any individual who performs uniformed services for less than thirty-one (31) days will not be required to pay more than any required Participant contribution applicable for active Employees for the comparable level of coverage.

1.7 Special Continuation for FMLA.

Notwithstanding any other Plan provision regarding termination of coverage, in the event participation in a health benefit offered through this Plan would terminate due to a Participant taking a leave of absence pursuant to the terms of the Family and Medical Leave Act of 1993, as amended (FMLA), such benefits shall be continued for the lesser of: the period of such leave, or 12 weeks. Provided, however, coverage will continue only as long as any required Participant contributions are timely made. Employees on leave must make the same contribution as is required for active Participants. Coverage under other Welfare Benefits (other than health benefits) provided under the Plan shall continue or terminate during a period of a FMLA leave to the same extent as such benefits continue or terminate during periods of leave under similar circumstances (i.e., paid or unpaid leave, as the case may be) that is not a FMLA leave.

EXHIBIT II
QUALIFIED MEDICAL CHILD SUPPORT ORDER
PROCEDURES

1.1 In General.

In the case of any medical child support order ("Order") that is received with respect to the Plan, its status shall be determined in accordance with the provisions set forth in this Exhibit.

1.2 Notification of Receipt.

Promptly upon receipt of an Order, the Plan Administrator will notify in writing each person named therein, at the address specified in the Order (if applicable), of the receipt by the Plan of the Order and forward to them notification of the procedures set forth in this Exhibit. If the Plan Administrator is able to determine whether an Order is qualified promptly upon receipt of such Order, the Plan Administrator may send one notice which informs each person named therein both of the receipt of the Order and of the Plan Administrator's determination, as provided in Sections 1.5 and 1.6.

1.3 Review of Order.

The Plan Administrator will ascertain, with the assistance of legal counsel, as appropriate, whether:

- (1) The Order is a judgment, decree, or order (including approval of a property settlement agreement) issued either by a court of competent jurisdiction, or through an administrative process established under state law that has the force and effect of law under applicable state law, which:
 - (A) provides for child support with respect to a child of a Participant under a group health plan or provides for health benefit coverage to such a child under this Plan, made pursuant to a state domestic relations law (including a community property law), or
 - (B) enforces a state medical child support law enacted under the Social Security Act with respect to a group health plan;
- (2) The Order specifies the name and the last known full mailing address (if any) of the Participant and each alternate recipient covered by the Order, or if not, that the information is available from the records of the Plan or Employer;
- (3) The Order clearly identifies the Plan or plan(s) to which it applies;

- (4) The Order clearly specifies a reasonable description of the type of coverage to be provided by the Plan to each alternate recipient, or the manner in which such type of coverage is to be determined;
- (5) The Order does not require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, except to the extent necessary to meet the requirement of a law relating to medical child support under Social Security Act; and
- (6) The Order clearly specifies the period to which it applies.

Provided, however, any appropriately completed National Child Support Notice, issued pursuant to the Child Support Performance and Incentive Act of 1998, shall be deemed satisfy the requirements to be a "qualified medical support order."

1.4 Suspension of Claims.

Claims for a proposed alternate recipient shall be suspended until the Plan Administrator has determined whether the order in question is qualified.

1.5 Notification of Status.

When the Plan Administrator determines whether the Order satisfies the requirements to be a "qualified medical child support order," the Plan Administrator shall notify in writing all persons named in the Order and any representatives designated in writing by such persons ("Interested Parties") of the determination as soon as practicable following such determination.

- (1) If no Interested Party disputes this determination within thirty (30) days of receipt of such notice or if all Interested Parties agree in writing not to dispute the Plan Administrator's determination, then the Plan Administrator shall proceed with implementing the Order as a "qualified medical child support order."
- (2) If any Interested Party disputes this determination within thirty (30) days of receipt of such notice, then the suspension of claims provided in Section 1.4 shall continue and the Interested Party disputing the determination may request a review of the determination in accordance with the claims procedures set forth in the Plan.

1.6 Notification of Non-Qualified Status.

If the Plan Administrator determines that the Order is not a "qualified medical child support order," the Plan Administrator shall notify in writing all Interested Parties of its determination, and such notice will state the reasons for such determination. Following such a determination, any Interested Parties may re-submit a revised Order to the Plan Administrator.

EXHIBIT III

SUBROGATION AND REIMBURSEMENT OF PAYMENTS MADE BY PLAN

1.1 Payment Condition

- (1) The Plan, in its sole discretion, may elect to conditionally advance payment of benefits in those situations where an Injury, Sickness, Disease or disability is caused in whole or in part by, or results from the acts or omissions of Participants, and/or their Dependents, beneficiaries, estate, heirs, guardian, personal representative, or assigns (collectively referred to hereinafter in this section as "Participant(s)") or a third party, where any party besides the Plan may be responsible for expenses arising from an incident, and/or other funds are available, including but not limited to no-fault, uninsured motorist, underinsured motorist, medical payment provisions, third party assets, third party insurance, and/or guarantor(s) of a third party (collectively "Coverage").
- (2) Participant(s), his or her attorney, and/or legal guardian of a minor or incapacitated individual agrees that acceptance of the Plan's conditional payment of medical benefits is constructive notice of these provisions in their entirety and agrees to maintain 100% of the Plan's conditional payment of benefits or the full extent of payment from any one or combination of first and third party sources in trust, without disruption except for reimbursement to the Plan or the Plan's assignee. By accepting benefits the Participant(s) agrees the Plan shall have an equitable lien on any funds received by the Participant(s) and/or their attorney from any source and said funds shall be held in trust until such time as the obligations under this provision are fully satisfied. The Participant(s) agrees to include the Plan's name as a co-payee on any and all settlement drafts.
- (3) In the event a Participant(s) settles, recovers, or is reimbursed by any Coverage, the Participant(s) agrees to reimburse the Plan for all benefits paid or that will be paid by the Plan on behalf of the Participant(s). If the Participant(s) fails to reimburse the Plan out of any judgment or settlement received, the Participant(s) will be responsible for any and all expenses (fees and costs) associated with the Plan's attempt to recover such money.
- (4) If there is more than one party responsible for charges paid by the Plan, or may be responsible for charges paid by the Plan, the Plan will not be required to select a particular party from whom reimbursement is due. Furthermore, unallocated settlement funds meant to compensate multiple injured parties of which the Participant(s) is/are only one or a few, that unallocated settlement fund is considered designated as an "identifiable" fund from which the plan may seek reimbursement.

1.2 Subrogation

- (1) As a condition to participating in and receiving benefits under this Plan, the Participant(s) agrees to assign to the Plan the right to subrogate and pursue any and all claims, causes of action or rights that may arise against any person, corporation and/or entity and to any Coverage to which the Participant(s) is entitled, regardless of how classified or characterized, at the Plan's discretion.
- (2) If a Participant(s) receives or becomes entitled to receive benefits, an automatic equitable lien attaches in favor of the Plan to any claim, which any Participant(s) may have against any Coverage and/or party causing the Sickness or Injury to the extent of such conditional payment by the Plan plus reasonable costs of collection.
- (3) The Plan may, at its discretion, in its own name or in the name of the Participant(s) commence a proceeding or pursue a claim against any party or Coverage for the recovery of all damages to the full extent of the value of any such benefits or conditional payments advanced by the Plan.
- (4) If the Participant(s) fails to file a claim or pursue damages against:
 - (A) The responsible party, its insurer, or any other source on behalf of that party;
 - (B) Any first party insurance through medical payment coverage, personal Injury protection, no-fault coverage, uninsured or underinsured motorist coverage;
 - (C) Any policy of insurance from any insurance company or guarantor of a third party;
 - (D) Workers' compensation or other liability insurance company; or
 - (E) Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage;

the Participant(s) authorizes the Plan to pursue, sue, compromise and/or settle any such claims in the Participant(s)' and/or the Plan's name and agrees to fully cooperate with the Plan in the prosecution of any such claims. The Participant(s) assigns all rights to the Plan or its assignee to pursue a claim and the recovery of all expenses from any and all sources listed above.

1.3 Right of Reimbursement

- (1) The Plan shall be entitled to recover 100% of the benefits paid, without deduction for attorneys' fees and costs or application of the common fund doctrine, make whole doctrine, or any other similar legal theory, without regard to whether the Participant(s) is fully compensated by his/her recovery from all sources. The Plan shall have an equitable lien which supersedes all common law or statutory rules, doctrines, and laws of any State prohibiting assignment of rights which interferes with or compromises in any way the Plan's equitable lien and right to reimbursement. The obligation to reimburse the Plan in full exists regardless of how the judgment or settlement is classified and whether or not the judgment or settlement specifically designates the recovery or a portion of it as including medical, disability, or other expenses. If the Participant(s)' recovery is less than the benefits paid, then the Plan is entitled to be paid all of the recovery achieved.
- (2) No court costs, experts' fees, attorneys' fees, filing fees, or other costs or expenses of litigation may be deducted from the Plan's recovery without the prior, expressed written consent of the Plan.
- (3) The Plan's right of subrogation and reimbursement will not be reduced or affected as a result of any fault or claim on the part of the Participant(s), whether under the doctrines of causation, comparative fault or contributory negligence, or other similar doctrine in law. Accordingly, any lien reduction statutes, which attempt to apply such laws and reduce a subrogating Plan's recovery will not be applicable to the Plan and will not reduce the Plan's reimbursement rights.
- (4) These rights of subrogation and reimbursement shall apply without regard to whether any separate written acknowledgment of these rights is required by the Plan and signed by the Participant(s).
- (5) This provision shall not limit any other remedies of the Plan provided by law. These rights of subrogation and reimbursement shall apply without regard to the location of the event that led to or caused the applicable Sickness, Injury, Disease or disability.

1.4 Excess Insurance

If at the time of Injury, Sickness, Disease or disability there is available, or potentially available any Coverage (including but not limited to Coverage resulting from a judgment at law or settlements), the benefits under this Plan shall apply only as an excess over such other sources of Coverage, except as otherwise provided for under the Plan's Coordination of Benefits section.

The Plan's benefits shall be excess to:

- (1) The responsible party, its insurer, or any other source on behalf of that party;

- (2) Any first party insurance through uninsured or underinsured motorist coverage;
- (3) Any policy of insurance from any insurance company or guarantor of a third party;
- (4) Workers' compensation or other liability insurance company; or
- (5) Any other source, including but not limited to crime victim restitution funds, any medical, disability or other benefit payments, and school insurance coverage.

1.5 Separation of Funds

Benefits paid by the Plan, funds recovered by the Participant(s), and funds held in trust over which the Plan has an equitable lien exist separately from the property and estate of the Participant(s), such that the death of the Participant(s), or filing of bankruptcy by the Participant(s), will not affect the Plan's equitable lien, the funds over which the Plan has a lien, or the Plan's right to subrogation and reimbursement.

1.6 Wrongful Death

In the event that the Participant(s) dies as a result of his or her Injuries and a wrongful death or survivor claim is asserted against a third party or any Coverage, the Plan's subrogation and reimbursement rights shall still apply, and the entity pursuing said claim shall honor and enforce these Plan rights and terms by which benefits are paid on behalf of the Participant(s) and all others that benefit from such payment.

1.7 Obligations

- (1) It is the Participant(s)' obligation at all times, both prior to and after payment of medical benefits by the Plan:
 - (A) To cooperate with the Plan, or any representatives of the Plan, in protecting its rights, including discovery, attending depositions, and/or cooperating in trial to preserve the Plan's rights;
 - (B) To provide the Plan with pertinent information regarding the Sickness, Disease, disability, or Injury, including accident reports, settlement information and any other requested additional information;
 - (C) To take such action and execute such documents as the Plan may require to facilitate enforcement of its subrogation and reimbursement rights;
 - (D) To do nothing to prejudice the Plan's rights of subrogation and reimbursement;
 - (E) To promptly reimburse the Plan when a recovery through settlement, judgment, award or other payment is received; and

- (F) To not settle or release, without the prior consent of the Plan, any claim to the extent that the Participant may have against any responsible party or Coverage.
- (2) If the Participant(s) and/or his or her attorney fails to reimburse the Plan for all benefits paid or to be paid, as a result of said Injury or condition, out of any proceeds, judgment or settlement received, the Participant(s) will be responsible for any and all expenses (whether fees or costs) associated with the Plan's attempt to recover such money from the Participant(s).
- (3) The Plan's rights to reimbursement and/or subrogation are in no way dependent upon the Participant(s)' cooperation or adherence to these terms.

1.8 Minor Status

- (1) In the event the Participant(s) is a minor as that term is defined by applicable law, the minor's parents or court-appointed guardian shall cooperate in any and all actions by the Plan to seek and obtain requisite court approval to bind the minor and his or her estate insofar as these subrogation and reimbursement provisions are concerned.
- (2) If the minor's parents or court-appointed guardian fail to take such action, the Plan shall have no obligation to advance payment of medical benefits on behalf of the minor. Any court costs or legal fees associated with obtaining such approval shall be paid by the minor's parents or court-appointed guardian.

1.9 Language Interpretation

The Plan Administrator retains sole, full and final discretionary authority to construe and interpret the language of this provision, to determine all questions of fact and law arising under this provision, and to administer the Plan's subrogation and reimbursement rights. The Plan Administrator may amend the Plan at any time without notice.

1.10 Severability

In the event that any section of this provision is considered invalid or illegal for any reason, said invalidity or illegality shall not affect the remaining sections of this provision and Plan. The section shall be fully severable. The Plan shall be construed and enforced as if such invalid or illegal sections had never been inserted in the Plan.

EXHIBIT IV

CLAIMS AND REVIEW PROCEDURES

1.1 Benefit Determinations.

All claims for eligibility to participate or for the payment of benefits under this Plan shall be first made to the Plan Administrator, or to such other person as the Plan Administrator may designate (a "claims administrator"), in such manner and in such form as the Plan Administrator (or claims administrator) may reasonably require. The Plan Administrator (or claims administrator) shall, subject to the review procedures set forth below, have the responsibility and authority to interpret the provisions of the Plan with respect to the underlying benefit involved, to decide the rights of the claimant to the claimed benefit (including, but not limited to, eligibility determinations), to determine the amount of any such benefit, and to inform the claimant of his decision with respect to the claim for benefits. Any Participant or beneficiary (or a duly authorized representative thereof) (collectively, a "claimant") may file a claim for benefits under the Plan to which the claimant believes he is entitled. Upon receipt of a properly documented claim for benefits, the Plan Administrator (or claims administrator) shall inform the claimant of its decision with respect to such claim. Except in the case of legal incapacity, claims not properly submitted and received by the Plan Administrator (or claims administrator) within twelve (12) months after the date the applicable costs were incurred will not be considered for payment of benefits.

The claimant shall be notified of the Plan's benefit determination within a reasonable period of time (but in no event in excess of the applicable maximum response time) after the claim is received by the Plan Administrator (or claims administrator), unless the claimant has failed to submit sufficient information to determine whether, or to what extent, benefits are covered or payable under the Plan. In the case of such a failure, the Plan Administrator (or claims administrator) shall notify the claimant as soon as possible of the specific information necessary to complete the claim. If circumstances beyond the control of the group health plan require an extension of time for processing a claim, then the Plan Administrator (or claims administrator) may be granted such an extension of a specified limited duration, provided the claimant is given notice of such special circumstances and the length of the extension prior to the expiration of the applicable maximum response time. If the claimant is not notified of the determination of his claim for benefits within the applicable maximum response time (including any extensions), then the claim shall be deemed denied as of the last day of such period. For purposes of this section, the applicable maximum response period of time is 90 days, and the maximum extension of such period in the event of special circumstances is another 90 days beyond the initial response time.

Provided, however, with respect to benefits provided under a group health plan or a claim for disability benefits, the applicable maximum response time (and any extension thereof) are subject to the following special rules depending on the type of claim involved:

- (1) **Urgent Care Claims.** The applicable maximum response time for a decision with respect to an urgent care claim under a group health plan is 72 hours. If the claim is incomplete, the Plan Administrator (or claims administrator) must notify the claimant of the deficiency and specify what information is necessary to complete the claim within 24 hours of receipt of the claim, and the claimant has at least 48 hours to provide such specified additional information. The decision on the claim must be provided not later than 48 hours after the earlier of the plan's receipt of the specified additional information, or the end of the additional period of time provided to the claimant to submit such information.

For purposes of this Exhibit, an urgent care claim is any claim for medical care or treatment under a group health plan with respect to which the application of the time periods for making non-urgent care determinations (i) could seriously jeopardize the life or health of the claimant or the ability of the claimant to regain maximum function, or (ii) in the opinion of a physician with knowledge of the claimant's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment that is the subject of the claim. The determination of whether a claim is an urgent care claim generally will be determined by the Plan Administrator (or claims administrator) acting on behalf of the group health plan and applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine; provided, however, any claim that a physician with knowledge of the claimant's medical condition determines to be urgent will be treated as an urgent care claim.

- (2) **Pre-Service Claims.** The applicable maximum response time for a decision with respect to a pre-service claim under a group health plan is 15 days. A single extension of up to 15 days is permitted. If the extension is due to insufficient information, the notice provided to the claimant must specify the information required and allow the claimant 45 days to submit the required information.

For purposes of this Exhibit, a pre-service claim is any claim for a benefit under a group health plan with respect to which the terms of the plan condition receipt of the benefit, in whole or in part, on approval of the benefit in advance of obtaining medical care.

- (3) **Concurrent Care Claims.** The Plan Administrator (or claims administrator) must notify the claimant of an adverse benefit determination with respect to any concurrent care claim far enough ahead of the reduction or termination of the ongoing course of treatment to allow for an appeal of the decision and obtain a determination on review of such decision before the benefit is reduced or terminated. Any request by a claimant for an extension of any concurrent care claim that involves urgent care must be decided within 24 hours, provided the request was made at least 24 hours prior to the prescribed period of time or number of treatments.

For purposes of this Exhibit, a concurrent care claim is any claim under a group

health plan with respect to any reduction or termination (other than by amendment or termination of the group health plan) of an ongoing course of treatment to be provided over a period of time or number of treatments previously approved by the group health plan.

- (4) Post-Service Claim. The applicable maximum response time for a post-service claim under a group health plan is 30 days. A single extension of up to 15 days is permitted. If the extension is due to insufficient information, the notice provided to the claimant must specify the information required and allow the claimant 45 days to submit the required information.

For purposes of this Exhibit, a post-service claim is any claim for a benefit under a group health plan that is not a pre-service claim or concurrent care claim.

- (5) Disability Claim. The applicable maximum response time for a disability claim is 45 days. Two separate extensions of up to 30 days each are permitted.

1.2 Manner and Content of Adverse Benefit Determination Notifications.

In the event of a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit provided under the Plan (an “adverse benefit determination”), notice of such adverse benefit determination shall be written (or provided electronically, consistent with the applicable legal standards for electronic notifications) in a manner calculated to be understood by the claimant and shall set forth: (i) the specific reasons for the denial, (ii) references to the specific pertinent Plan provisions, (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary, and (iv) a description of the Plan's claims and claims review procedure and the time limits applicable to such procedure (including the claimant's right to pursue a civil legal action following an adverse benefit determination on review). Provided, however, with respect to benefits under a group health plan or a plan providing disability benefits, the following additional rules shall apply: (i) upon request, a claimant shall be provided free of charge with a copy of any rule, guideline, protocol, or other similar criterion that was relied upon in making the adverse benefit determination, (ii) upon request, a claimant shall be provided free of charge with an explanation applying the terms of the plan to the claimant's medical circumstances if the adverse benefit determination is based on medical necessity, experimental treatment, or other similar exclusion or limitation, and (iii) in the case of an adverse benefit determination with respect to an urgent care claim under a group health plan, the claimant shall be provided with a description of the expedited review procedures set forth below in Section 1.3, and all adverse benefit determination notification information may be provided to the claimant orally if written (or electronic) notification is furnished to the claimant no later than three (3) days after the oral notification.

1.3 Review Procedure.

Within 60 days after receipt of the notice of an adverse benefit determination (or, if applicable, the date on which an adverse benefit determination is considered to have

occurred), the claimant shall have a reasonable opportunity to appeal such adverse benefit determination to a designated named Plan fiduciary for a full and fair review. A claimant (i) may request such a review upon written notice to the designated named Plan fiduciary; (ii) may submit written comments, documents, records, and other information relating to the claim; (iii) shall be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim; and (iv) shall be provided with a review that takes into account all comments, documents, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Provided, however, if the claim under review is with respect to benefits under a group health plan, then the procedures set forth above shall apply but with the following modifications and additions: (i) a claimant shall have at least 180 days after the date on which the claimant receives a written notice of a denied claim (or, if applicable, the date on which an adverse benefit determination is considered to have occurred) to file a written request with the Plan Administrator for a review of the adverse benefit determination; (ii) such review shall not afford deference to the initial claim denial and shall be conducted by a designated named Plan fiduciary who is neither the individual who made the initial claim denial or is a subordinate of such individual; (iii) with respect to an adverse benefit determination that is based, in whole or in part, on a medical judgment, the named fiduciary conducting the review shall consult with a health care professional with appropriate training and experience in the field of medicine involved in the medical judgment, provided that such professional was not consulted with respect to the initial claim denial or is a subordinate of any such individual who was so consulted; (iv) a claimant shall be provided with the identification of any medical or vocational experts whose advice was obtained by the Plan in connection with a claimant's initial claim denial; and (v) in the case of an urgent care claim, a claimant shall be provided with an expedited review process pursuant to which the appeal of an adverse benefit determination may be submitted orally or in writing by a claimant, and all necessary information, including the Plan's benefit determination on review, may be transmitted between the Plan and the claimant by telephone, facsimile, or other available similarly expeditious method.

The claimant shall be notified of the Plan's benefit determination on review within a reasonable period of time (but in no event in excess of the applicable maximum response time) after receipt of the claimant's request for review. Under special circumstances, then the designated named Plan fiduciary may be granted an extension (or extensions) of a specified limited duration, provided the claimant is given notice of such special circumstances and the length of the extension prior to the expiration of the applicable maximum response time. If the claimant is not notified of the determination of the review of his claim for benefits within the applicable maximum response time (including any extensions), then the appeal of the claim shall be deemed denied as of the last day of such period. For purposes of the review of appeals of adverse benefit determinations, the applicable maximum response time is 60 days, and the maximum extension of such period is another 60 days beyond the initial response time.

Provided, however, with respect to benefits under a group health plan or a claim for disability benefits, the applicable maximum response time are subject to the following special rules depending on the type of claim involved:

- (1) Urgent Care Claims. The applicable maximum response time for the review of an appeal of an adverse benefit determination with respect to an urgent care claim under a group health plan is as soon as possible, taking into account the medical exigencies, but in no event later than 72 hours.
- (2) Pre-Service Claims. The applicable maximum response time for the review of an appeal of an adverse benefit determination with respect to a pre-service claim under a group health plan is 30 days.
- (3) Post-Service Claims. The applicable maximum response time for the review of an appeal of an adverse benefit determination with respect to a post-service claim under a group health plan is 60 days.
- (4) Disability Claims. The applicable maximum response time is 60 days.

1.4 Manner and Content of Notification of Benefit Determination on Review.

In the case of an adverse benefit determination of a claim on review, such adverse benefit determination shall be written (or provided electronically, consistent with the applicable legal standards for electronic notifications) in a manner calculated to be understood by the claimant and shall set forth: (i) the specific reasons for the denial; (ii) references to the specific pertinent Plan provisions; (iii) a statement that the claimant is entitled to receive, upon request free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim; and (iv) a statement of any voluntary appeal procedures offered by the Plan and the claimant's right to obtain information concerning any such procedures and his right to bring a civil action with respect to the claim. Provided, however, with respect to benefits under a group health plan or a plan providing disability benefits, the following additional rules shall apply: (i) upon request, a claimant shall be provided free of charge with a copy of any rule, guideline, protocol, or other similar criterion that was relied upon in making the adverse benefit determination, (ii) upon request, a claimant shall be provided free of charge with an explanation applying the terms of the plan to the claimant's medical circumstances if the adverse benefit determination is based on medical necessity, experimental treatment, or other similar exclusion or limitation, and (iii) the notification shall include a statement indicating that other voluntary alternative dispute resolution options, such as mediation, may be available.

EXHIBIT V

PROVISION OF PROTECTED HEALTH INFORMATION TO PLAN SPONSOR

- 1.1 Scope and Purpose.** The City (hereinafter the “Plan Sponsor”) sponsors the Plan, which includes certain group health benefits (hereinafter the “Plan”). This Exhibit shall apply only with respect to any group health benefits that are provided to individuals participating under the Plan (“Health Plan Participants”) that are subject to the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”).

In order for the Plan to operate effectively and efficiently, Plan Sponsor, using its own employees and/or agents and subcontractors, needs access to the individually identifiable health information of Health Plan Participants to perform certain administrative functions with respect to the Plan. When such health information is provided from the Plan to the Plan Sponsor, it is Protected Health Information (“PHI”).

In turn, HIPAA and its implementing regulations restrict Plan Sponsor’s ability to use and disclose PHI. For purposes of this Exhibit, PHI is individually identifiable health information related to a Health Plan Participant’s past, present, or future health condition, the health care services provided to a Health Plan Participant, or the past, present, or future payments made for a Health Plan Participant’s health care, which is created or received by a health care provider that electronically transmits such information, a health care clearinghouse, or a health plan.

Plan Sponsor shall have access to PHI from the Plan only as permitted under this Exhibit, or as otherwise required or permitted by HIPAA.

1.2 Permitted Disclosure of Enrollment/Disenrollment Information

The Plan (or a health insurance issuer or HMO with respect to the Plan) may disclose to Plan Sponsor information on whether the individual is participating in the Plan, or is enrolled in or has disenrolled from a health insurance issuer or HMO offered by the Plan.

1.3 Permitted Uses and Disclosures of Summary Health Information

The Plan (or a health insurance issuer or HMO with respect to the Plan) may disclose Summary Health Information to Plan Sponsor, provided Plan Sponsor requests the Summary Health Information for the purpose of (a) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (b) modifying, amending, or terminating the Plan.

For purposes of this Exhibit, “Summary Health Information” means information that (a) summarizes the claims history, claims expenses, or type of claims experienced by individuals for whom Plan Sponsor has provided health benefits under the Plan (or

predecessor health care arrangement); and (b) from which various identifying elements described in 45 C.F.R. §164.514(b)(2)(i) has been deleted, except that the geographic information described in 45 C.F.R. §164.514(b)(2)(i)(B) need only be aggregated to the level of a five-digit zip code.

1.4 Permitted Uses and Disclosure of PHI for Certain Other Plan Administration Functions

Unless otherwise permitted by law, and subject to the conditions of disclosure described in Section 1.5 and obtaining written certification pursuant to Section 1.7, the Plan (or a health insurance issuer or HMO on behalf of the Plan) may disclose PHI to Plan Sponsor, provided Plan Sponsor uses or discloses such PHI only for certain Plan Administration Functions. "Plan Administration Functions" means certain administration functions performed by Plan Sponsor on behalf of the Plan, such as claims processing, quality assurance, auditing of the Plan and its vendors, and management of carve-out health plans (such as vision or dental). In no event, however, shall Plan Administration Functions include functions performed by Plan Sponsor in connection with any other benefit or benefit plan of Plan Sponsor, or any employment-related functions. For purposes of this section, "claims processing" shall include investigating, auditing, and otherwise administering and facilitating the payment of Plan claims with respect to health benefits from payers of such claims (including, but not limited to, providing advocacy and troubleshooting assistance to Health Plan Participants and beneficiaries, the coordination of benefits, determination of cost sharing amounts, and subrogation of health benefit claims), and obtaining payment on behalf of Plan Sponsor under a contract for stop-loss or reinsurance being utilized with respect to the health care benefits being provided under the Plan.

Notwithstanding the provisions of this Plan to the contrary, in no event shall Plan Sponsor be permitted to use or disclose PHI in a manner that is inconsistent with 45 C.F.R. §164.504(f).

1.5 Conditions of Disclosure for Certain Other Plan Administration Functions

Plan Sponsor agrees that with respect to any PHI (other than enrollment / disenrollment information and Summary Health Information, which are not subject to these restrictions) disclosed to it by the Plan (or a health insurance issuer or HMO on behalf of the Plan) Plan Sponsor shall:

- (a) Not use or further disclose the PHI other than as permitted or required by the Plan or as required by law.
- (b) Ensure that any agent, including a subcontractor, to whom it provides PHI received from the Plan, agrees to the same restrictions and conditions that apply to Plan Sponsor with respect to PHI.
- (c) Not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of Plan Sponsor.
- (d) Report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware.
- (e) Make available PHI to comply with HIPAA's right to access in accordance with 45

- C.F.R. §154.524.
- (f) Make available PHI for amendment and incorporate any changes to PHI in accordance with 45 C.F.R. §164.526.
 - (g) Make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. §164.528.
 - (h) Make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of the United States Department of Health and Human Services for purposes of determining compliance by the Plan with HIPAA's privacy requirements.
 - (i) If feasible, return or destroy all PHI received from the Plan that Plan Sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
 - (j) Ensure that the adequate separation between the Plan and Plan Sponsor (*i.e.*, the "firewall"), required in 45 C.F.R. §504(f)(2)(iii), is satisfied.

1.6 Adequate Separation Between Plan and Plan Sponsor

Plan Sponsor shall allow only the following employees or other persons (including third parties) access to PHI:

Director of Human Resources and Risk Management
 Benefits and Wellness Manager
 Insurance Specialists
 Deputy City Manager or Assistant City Manager over Human Resources
 City Manager
 City Council

No other persons shall have access to PHI. These specified persons (or classes of persons) shall only have access to and use PHI to the extent necessary to perform the plan administration functions that Plan Sponsor performs on behalf of the Plan. In the event that any of these specified persons do not comply with the provisions of this Section 1.5, then (a) if such person is an employee of Plan Sponsor, that person shall be subject to disciplinary action by Plan Sponsor for non-compliance pursuant to Plan Sponsor's employee discipline and termination procedures, and (b) if such person is not an employee of Plan Sponsor, that person shall be subject to disciplinary action by Plan Sponsor pursuant to the terms of the business associate agreement that shall be in place between such person and the Plan and Plan Sponsor.

1.7 Certification of Plan Sponsor

The Plan (or a health insurance issuer or HMO with respect to the Plan) shall disclose PHI to Plan Sponsor only upon the receipt of a certification by Plan Sponsor that the Plan has been amended to incorporate the provisions of 45 C.F.R. §164.504(f)(2)(ii), and that the Plan Sponsor agrees to the conditions of disclosure set forth in Section 1.5.

1.8 Security Safeguards

The Plan Sponsor shall:

- (a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it receives, maintains, or transmits on behalf of the Plan.
- (b) Ensure that adequate separation between the Plan and Plan Sponsor is supported by reasonable and appropriate security measures.
- (c) Ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate security measures to protect the information; and
- (d) Report to the Plan any security incident of which the Plan Sponsor becomes aware; provided, however, (i) the Plan Sponsor will report the aggregate number of unsuccessful, unauthorized attempts to access, use, disclose, modify, or destroy electronic PHI or to interfere with system operations in an information system containing electronic PHI, including pings, at the frequency requested by the Plan (but in no event more often than once per calendar quarter); and (ii) the Plan Sponsor will report to the Plan any successful, unauthorized access, use, disclosure, modification, or destruction of electronic PHI or any successful interference with system operations in an information system containing electronic PHI, in writing, as soon as feasible.

EXHIBIT VI

PREMIUM CONVERSION CAFETERIA PLAN

The Employer hereby establishes, and intends to maintain, this Exhibit as a cafeteria plan consistent with the requirements of Section 125 of the Internal Revenue Code of 1986 (the "Code"), as amended. The purpose of the Exhibit is to provide eligible Employees of the Employer with the opportunity to choose among those benefits available to them under the Plan.

ARTICLE I DEFINITIONS

The following words and phrases as used in this Exhibit shall have the following meanings, unless a different meaning is plainly required by the context:

- 1.1 "Administrator" means the City, or such other entity, person, or committee as may be appointed by the City from time to time to administer the Plan in accordance with Article VI.
- 1.2 "Benefit Election Form" means the form promulgated by the Administrator by which an eligible Employee enrolls in the Plan and makes a choice between the premium benefits described in Article IV and an equivalent amount of cash.
- 1.3 "Benefits" means those benefits available to an Employee who has not elected to receive cash under Article IV.
- 1.4 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.5 "City" means the City of Lubbock, a governmental subdivision of the State of Texas.
- 1.6 "Effective Date" means January 1, 2007.
- 1.7 "Employee" means an employee of an Employer.
- 1.8 "Employer" means the City or any of its affiliates and any other persons, firms, or organizations which the City determines to include in accordance with the Policies.
- 1.9 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- 1.10 "FMLA" means the Family and Medical Leave Act of 1993 (29 USCS §2601 et seq.).

1.11 “FMLA Leave” means a leave of absence that the City is required to extend to an Employee under the provisions of the FMLA.

1.12 “Insurer” means any insurance company that provides coverage for an Employee under Section 4.01 and, where applicable, a qualified health maintenance organization.

1.13 “Medical expense reimbursement plan” means an arrangement under which an Employee- Participant may become eligible to be reimbursed for certain out-of-pocket medical expenses incurred on behalf of himself or his family members.

1.14 “Participant” means an Employee who participates in the Plan under Article II.

1.15 “Period of Coverage” means the time interval of coverage purchased through a Participant's election of coverage under a particular insurance plan.

1.16 “Plan” means the City of Lubbock, Texas Premium Conversion Cafeteria Plan.

1.17 “Plan Year” means the twelve (12) consecutive month period beginning each January 1st and ending the following December 31st.

1.18 “Policy” means any group insurance contract maintained by the City for the benefit of Employees that provides medical, life, or disability income insurance coverage to Employees.

1.19 “Uniformed Services” means the Armed Forces, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency.

ARTICLE II ELIGIBILITY AND PARTICIPATION

2.1 Eligibility. With respect to any of the Benefits available under the Plan, each Employee shall be eligible to participate in the Plan as to such Benefits upon the Employee's satisfaction of the conditions for eligibility set forth in the Policy providing the Benefits.

2.2 Participation. With respect to each of the Benefits available under the Plan, each eligible Employee shall become a Participant for a Plan Year when he properly files with the Administrator a Benefit Election Form in accordance with Article III.

2.3 Termination of Participation. Except as provided in Section 2.04, participation during a Plan Year shall terminate on the date an Employee ceases to be an Employee or fails to meet the eligibility requirements in Section 2.01.

2.4 Participation During FMLA and Uniformed Service Leaves of Absence. Any Employee who is absent from work due to (a) an FMLA leave or (b) a period of duty in the Uniformed Services shall have the right to continue to participate in any insurance program offered through this Plan that does not limit continued participation on the basis of a requirement that an insured must be actively at work. The Employee's right to maintain insurance coverage while on a leave of absence—other than COBRA continuation coverage under Article V, which makes separate provision for continuation of health insurance under certain circumstances—is conditioned on the Employee's (a) continuing to have an employment relationship with the City, and (b) making the required premium contributions, as provided in Section 4.03.

An Employee who is absent from work on an FMLA leave may continue to participate in the Plan for a maximum of 12 weeks. If the Employee has not returned to active employment at the end of the 12-week period, his participation in the Plan shall cease. However, the Employee and his insured dependents shall be given the right to elect to continue any group health insurance coverage maintained through this Plan, as provided under Article V.

An Employee, who is absent from work due to a period of duty in the Uniformed Services, may continue to participate in the Plan for a maximum of 12 weeks. If such Employee has not returned to active employment at the end of the 12-week period, his participation in the Plan shall cease. Provided, however, an Employee who is absent due to duty in the Uniformed Services shall be given the right to elect to continue any group health insurance coverage maintained through this Plan for himself and on behalf of his covered dependents for a maximum of 18 months, measured from the first day of the Employee's absence for duty in the Uniformed Services. Provided further, however, that such continuation coverage may extend indefinitely as long as the Employee is entitled to receive differential pay from the Employer on account of his duty in the Uniformed Services pursuant to the Employer's leave policy.

ARTICLE III BENEFIT ELECTIONS

3.1 Election of Benefits. Each Employee must, under this Article III, make an election to receive either the premium benefits available under Article IV, or an equivalent amount of cash.

3.2 Initial Election Period.

- (a) An Employee who is eligible to participate as of the Effective Date and who wishes to receive the premium benefits under the Plan in lieu of the equivalent amount of cash must elect such premium benefits before the Effective Date. The required election is made by completing, signing, and returning a Benefit Election Form to the Administrator.

- (b) An Employee who becomes eligible to participate after the Effective Date and who wishes to participate in the Plan's available premium benefits shall complete, sign, and file a Benefit Election Form with the Administrator prior to the date the Employee is eligible to become covered under the Plan. The Benefit Election Form filed by the Employee shall be effective, subject to Section 3.04, for the period beginning on the first day of the month coinciding with or next following the date as of which the Benefit Election Form is filed and ending on the last of the Plan Year.
- (c) An eligible Employee who fails to complete and file a Benefit Election Form with the Administrator under Section 3.02(a) or (b) with respect to the first Plan Year of his most recent period of participation in the Plan shall be deemed to have elected to receive cash in lieu of the premium benefits available under Article IV, and shall not be eligible to elect premium benefits until the next Annual Election period, or until the Employee experiences a change in status described in Sections 3.05, 3.06, or 3.07, if sooner.

3.3 Annual Elections. Each eligible Employee shall be entitled to reform his election for the next Plan Year by filing a new Benefit Election Form with the Administrator during the 30-day period preceding the beginning of the new Plan Year. During this re-enrollment period, the Employee may elect any combination of premium benefits or cash otherwise available under the Plan. However, if the Employee does not complete a Benefit Election Form during the 30-day period, it is presumed that his previous year's election is valid and applicable to the next Plan Year and any succeeding Plan Year until the Employee reforms it.

3.4 Altering Benefit Elections Due to Changes in Status.

- (a) A Participant shall be entitled to prospectively change a previous benefit election by revocation or modification during a Plan Year in the event that the Participant experiences a "Change of Status."
- (b) For this purpose, a "Change of Status" is a change in an individual's eligibility for coverage under a qualified insurance benefit plan sponsored by the Participant's Employer or another employer's plan due to at least one of the following:
 - (1) the birth, death, adoption, and placement for adoption of one of a Participant's dependents;
 - (2) the Participant's marriage, divorce, legal separation, annulment or the death of the Participant's spouse;

- (3) a change in the Participant's employment status or the employment status of the Participant's spouse or a dependent (including, but not limited to, commencement or termination of employment, reduction or increase in work hours, strike or lock-out, and commencement of or return from an unpaid leave of absence);
 - (4) a change in an employee's residency or the residency of an employee's spouse or a dependent; or
 - (5) a change in the status of one of an employee's dependents under a plan's eligibility criteria (attainment of a specified maximum age, enrollment or graduation in school, and any similar circumstance).
- (c) The status changes enumerated in Section 3.04(b) may justify election changes with respect to any qualified insurance benefit offered under this Plan. Furthermore, for purposes of this Plan, the commencement or termination of adoption proceedings is treated as a change in status for purposes of adoption assistance benefits.
- (d) A Participant otherwise entitled to implement a new prospective election because of having experienced a Change in Status must do so within 30 days before or after the date of the status change. However, any such election change is subject to the following restrictions.
- (1) A Participant may not cancel coverage for an individual who has become eligible for coverage under another plan unless the individual actually becomes covered under the other plan.
 - (2) With respect to group term life or disability income insurance coverage, an election change following a change in marital status must correspond to either a resulting need to satisfy a coverage deficiency or to eliminate unnecessary coverage.
 - (3) If a Participant, his spouse, or a dependent loses coverage under the health insurance plan sponsored by the Participant's Employer and elects coverage continuation under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the Participant may increase any health insurance contribution election under this Plan to pay for such coverage.
 - (4) A Participant's termination of employment for more than 30 days during a Plan Year will be deemed to be a bona fide termination that would permit the Participant to cancel coverage for the remainder of the plan year, reinstate his prior elections, or make a new election without regard to his prior elections.

3.5 Altering Benefit Elections Due to Changes in Participant's Coverage.

- (a) If coverage under any benefit option offered under this Plan is significantly curtailed or terminated during the Plan Year, an affected Participant shall be permitted to change to coverage under another option providing similar coverage. In this context, coverage under an accident or health plan is significantly curtailed only if there is an overall reduction in coverage that affects all Participants.
- (b) If the Plan adds or eliminates a benefit package or coverage option during the Plan Year, affected Participants may elect the new option or a replacement for a cancelled option and make corresponding election changes with respect to other options providing similar coverage.

3.6 Altering Benefit Elections Due to Coverage Changes Under a Family Member's Plan.

- (a) A Participant may make a mid-Plan Year prospective election change on account of (and consistent with) a coverage change under a Code § 125 cafeteria plan sponsored by the employer of the Participant's spouse, former spouse, or dependent that results from:
 - (1) a permissible election change (for any of the reasons set forth in Section 3.04 and 3.05); or
 - (2) if the Participant's and the family member's cafeteria plans have different plan years, such family member's new election during an open enrollment period.

3.7 Altering Benefit Elections Due to Changes in Coverage Costs.

- (a) If the cost of a qualified benefit option (other than a health FSA under a medical expense reimbursement plan, but including a self-insured arrangement providing conventional health insurance benefits) increases or decreases during a Plan Year, and so affects participants' premiums for such benefit plan, the Administrator will automatically make a prospective adjustment, on a reasonable and consistent basis, in affected Participants' pretax premiums. If the cost that is charged to all Participants with respect to a benefit package option is significantly increased, each affected Participant shall be given the choice of either making a corresponding increase in his premiums for that option or electing another benefit package option providing similar coverage on a prospective basis.
- (b) If coverage under a qualified benefit option offered under this Plan is significantly curtailed or ceases during a Plan Year, affected Participants shall be allowed to change to coverage under another option providing

similar coverage. Coverage under an accident or health plan is significantly curtailed only if there is an overall reduction in coverage that affects all participants in that program.

3.8 Altering Elections for Court Ordered Coverage. If a Participant's child who is the subject of a qualified medical child support order (QMCSO) gains or loses coverage under any employer's plan, the participant may change his elections in a manner that is consistent with an increase or decrease in the Participant's responsibility to provide health care coverage for such child. For these purposes, a QMCSO is a judgment, decree, or order issued by a court or a state administrative process with the force of law under which a child for whom an individual must provide child support is entitled to benefits under such individual's health plan.

3.9 Altering Elections for HIPAA Special Enrollments. If a Participant, his spouse, or any of his dependents become covered under a group health insurance plan maintained by the Employer by reason of special enrollment rights arising under ERISA § 701(f) (or the parallel provision in the Public Health Services Act), the Participant shall be permitted to make a prospective change to his health benefit election under this Plan consistent with the financial effect of the special enrollment.

3.10 Altering Elections Upon Medicare or Medicaid Entitlement. If a Participant, his spouse, or a dependent becomes enrolled for general benefits under Medicare or Medicaid (i.e., benefits in addition to pediatric vaccinations), the Participant shall be allowed to cancel coverage for such individual. Alternatively, if the Participant, spouse, or dependent loses coverage under Medicare or Medicaid, the Participant may make a prospective election to begin or increase coverage of that individual under the Participant's accident or health plan.

3.11 Altering Elections Due to FMLA Leaves. A Participant who takes an FMLA leave described in Section 1.16 shall have the right to make any election change under an Employer-sponsored group health plan option as may be provided for under FMLA.

3.12 Termination of Election. A Participant may revoke a prior election upon terminating employment or taking an unpaid leave of absence. Likewise, failure to make required contributions for any benefit elected under this Plan shall automatically terminate any prior election with respect to such benefit, unless delinquent contributions are brought current within 30 days of the date that they became delinquent. If revocation occurs under this Section 3.12, no new election may be made by such Participant during the remaining coverage period of the Plan Year.

ARTICLE IV BENEFITS

4.1 Benefits. Those Employees who elect to receive the Benefits available under this Article IV by properly filing a Benefit Election Form with the Administrator under

Article III shall have their taxable salaries reduced by an amount equal to the Employee contribution amounts required for coverage of the Employees and, if applicable, the Employees' respective spouses and dependents, with respect to the underlying Policies, and the full premium payment with respect to such coverage shall be made by the City to the appropriate Insurer. The annual employee contribution amounts by which an Employee's salary is to be reduced in order to fund the cost of the Benefits available under this Section 4.01 is equal to the amount as set by the Employer, which may or may not be the same amount charged by the Insurer.

4.2 Insurance Contracts. The City shall have the right to enter into a contract with one or more Insurers for the purpose of providing Benefits under the Plan and to replace any Insurer. The terms of the Policies shall supersede the terms of the Plan. Any dividends, retroactive rate credits, or other refunds which may become payable under any agreement with an Insurer shall be retained by the City.

4.3 Premium Payments by Employees of FMLA and Uniformed Service Leaves of Absence.

- (a) Any employee who elects to maintain coverage while on an FMLA leave of absence or is absent from work for more than 31 days for duty in the Uniformed Services (as provided in Section 2.04, above) must continue to make any required contributions specified in Section 4.01. During the absence, an Employee may choose to make these contributions by:
 - (i) remitting payment to the City on or before each pay period for which the contributions would have been deducted from the Employee's paycheck if leave had not been taken, provided that any delinquent payments must be made within 30 days of their due date, or
 - (ii) at the Employee's request, prepaying the amounts that will become due during the leave out of one or more of the Employee's paychecks preceding the leave.
- (b) An Employee who is absent from work for any paid leave of absence may continue any and all benefits elected under this Plan not prohibited by any insurance policy provision requiring an insured to be actively at work, and Employee contributions for those benefits that the Employee chooses to continue while on the leave of absence will continue to be deducted from the Employee's paychecks during the absence. Provided, however, for Employees who are absent from work due to duty in the Uniformed Services, Employee contributions will be deducted from the Employee's differential pay paid by the Employer on a pre-tax basis and any shortfall may be made up with the Employee's personal funds on an after-tax basis.

**ARTICLE V
CONTINUATION COVERAGE**

5.01 Continuation Coverage. An Employee or a Qualified Beneficiary who loses coverage under the underlying group health insurance plan or plans covered by this Plan generally will have the opportunity to elect Continuation Coverage under that plan in accordance with the COBRA continuation coverage provisions contained in that plan.

**ARTICLE VI
ADMINISTRATION**

6.1 The Administrator. Except as to those functions reserved within the Plan to the City, the Administrator shall control and manage the operation and administration of the Plan. The Administrator shall be the City, or such other entity, person, or committee as may be appointed from time to time to serve as Administrator by the City. If a committee is appointed to serve as Administrator, any member of the committee may resign or be removed by the City and new members may be appointed by the City. The City also shall designate from time to time one or more individuals to act on behalf of the Administrator.

6.2 Committee Members. Any person appointed to be a member of the committee shall signify his acceptance in writing to the City. Any member of the committee may resign by delivering his written resignation to the City and the resignation shall become effective upon delivery or upon any later date specified in the written resignation.

6.3 Rules of Administration. Subject to the limitations of the Plan, the Administrator shall establish rules for the Administration of the Plan and the transaction of its business. It shall have the exclusive right (except as to matters reserved to the City or an Employer by the Plan or that the City or an Employer may reserve to itself) to interpret the Plan and to decide all matters arising under the Plan, including the right to remedy possible ambiguities, inconsistencies, or omissions. All determinations of the Administrator as to any matter under the Plan shall be conclusive and binding on all persons. Without limiting the generality of the foregoing, the Administrator shall have the following powers and duties:

- (a) To require any person to furnish information that it may request for the purpose of the proper administration of the Plan and as a condition to receiving any Benefits under the Plan;
- (b) To make and enforce rules and regulations and prescribe the use of forms that it deems necessary for the efficient administration of the Plan;
- (c) To decide questions concerning the Plan and the eligibility of any Employee to participate in the Plan;

- (d) To determine the cost of Benefits available to any person under the provisions of the Plan and to provide a full and fair review to any Participant whose claim for Benefits has been denied in whole or in part;
- (e) To allocate any of its powers and duties to or among individual members of the committee; and
- (f) To designate persons other than the committee members to carry out any duty or power which would otherwise be a fiduciary responsibility of the Administrator under the terms of the Plan.

6.4 Employment of Others. The Administrator, subject to approval of the City, may employ the services of those persons that it may deem necessary or desirable in connection with the Plan.

6.5 Liability. To the extent permitted by law, neither the Administrator nor any other person shall incur any liability for any acts or for any failure to act except for their or his own willful misconduct or willful breach of the Plan.

6.6 Expenses. All expenses incurred prior to the termination of the Plan that shall arise in connection with the administration of the Plan, including, without limitation, administrative expenses and compensation and other expenses and charges of any actuary, counsel, accountant, specialist, or other person who shall be employed by the Administrator in connection with the administration of the plan, shall be paid by the City.

ARTICLE VII CLAIMS PROCEDURE

Any Employee, beneficiary, or duly authorized representative may file a claim for Benefits to which the claimant believes he is entitled. The claims procedure applicable to any Benefits shall be determined in accordance with the Policies under which the Benefits are provided.

ARTICLE VIII AMENDMENT OR TERMINATION OF PLAN

8.1 Plan Amendment or Modification. The City reserves the power at any time and from time to time (and retroactively, if necessary or appropriate to meet the requirements of the Code) to modify or amend, in whole or in part, any or all provisions of the Plan, provided, however, that no modification or amendment shall divest an Employee of a right to those Benefits to which he has become entitled under the Plan. Any amendments to this Plan may be effected by a written resolution adopted by the governing body of the City, or its delegate.

8.2 Plan Termination. This Plan may be terminated by a written resolution adopted by a majority of the governing body of the City. Furthermore, the Plan will also automatically terminate if the City (1) is legally dissolved; (2) makes a general assignment for the benefit of its creditors; (3) files for liquidation under the Bankruptcy Code; or (4) merges or consolidates with any other entity and it is not the surviving entity, or if it sells or transfers substantially all of its assets, or goes out of business, unless the City's successor in interest agrees to assume the liabilities under this Plan as to the Participants and Eligible Dependents. The City reserves the right and power to discontinue or terminate the Plan at any time.

8.3 Effective Date of Amendment or Termination. Any amendment, discontinuance or termination of the Plan shall be effective as of the date that the City determines.

ARTICLE IX GENERAL INFORMATION

9.1 Right to Continued Employment. Neither the Plan nor any action taken with respect to it shall confer upon any person the right to continue in the employ of an Employer.

9.2 Assignment. No benefit under the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to do so shall be void.

9.3 Written Communications. All communications in connection with the Plan made by an Employee shall become effective only when duly executed and filed with the Administrator.

9.4 Fiduciaries. Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

9.5 Governing Laws. The provisions of the Plan shall be construed, administered and enforced according to applicable Federal law and the laws of the State of Texas.

9.6 Severability. The provisions of the Plan are severable. If any provision of the Plan is deemed legally or factually invalid or unenforceable to any extent or in any application, then the remainder of the provision and the Plan, except to such extent or in such application, shall not be affected, and each and every provision of the Plan shall be valid and enforceable to the fullest extent and in the broadest application permitted by law.

IN WITNESS WHEREOF, this Plan document is hereby executed on

City

By: _____

Title: Glen Robertson, Mayor

ATTEST:

By: _____

Title: Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Title: Leisa Hutcheson, Human Resources Director

APPROVED AS TO FORM:

Title: D. Mitchell Satterwhite, First Assistant City Attorney

APPENDIX A

WELFARE BENEFITS PROVIDED UNDER PLAN

Effective as of January 1, 2015

The underlying Welfare Benefits maintained by the Employer under this Plan are listed in the first column below; a general description of such benefits is listed in the second column below; any associated documents relating to such benefits that are officially are cross-referenced and incorporated in this Plan are listed in the third column below (e.g., separate plan documents, descriptions of benefits, certificates of insurance, insurance policies, TPA/ASO agreements, etc.); the policy or contract identification number along with the contact information of any insurer or service provider are listed in the fourth column below; and a basic summary of the eligibility provisions of such benefits are listed in the remaining columns below, as follows:

Underlying Welfare Benefit	General Description of Benefits Provided	Associated Documents	Policy Number, Contact Information of Insurer or Service Provider (if applicable)	Employee Eligibility Classification	Employee Effective Date (Dependent Effective Date)	Coverage Termination Date
Major Medical Benefits	Comprehensive health, medical, surgical, and hospitalization coverage	City of Lubbock (Group #10097) Managed Health Care benefits booklet (drafted by BCBS) Employee Policy Manual (but limited to just those portions relating to employee classification procedures used with respect to the Plan administration)	ASO/TPA: Group # 10097 Blue Cross Blue Shield of Texas 14643 Dallas Parkway, Suite 850 Dallas, TX 75254-8800 (972) 855-9019	Full-time (30 hours/week) active employees, retirees and elected officials	Completion of one full pay period which includes 2 full weeks	First day of month following date of eligibility is lost (dependents generally lose coverage when employee does, except coverage terminates immediately upon marriage, divorce, or death of dependent, but shall continue if covered as of date employee dies or is killed in the line of duty)

Underlying Welfare Benefit	General Description of Benefits Provided	Associated Documents	Policy Number, Contact Information of Insurer or Service Provider (if applicable)	Employee Eligibility Classification	Employee Effective Date (Dependent Effective Date)	Coverage Termination Date
				<p>Retirees following 20 years of service regardless of age, or following attaining age 60 and 5 years of service</p>	<p>Retiree coverage commences on first day of month following retirement (same for dependents)</p>	<p>Retiree coverage terminates on first day of month following date of eligibility is lost (dependents generally lose coverage when retiree does, except coverage terminates immediately upon marriage, divorce, or death, but shall continue if covered on date retiree dies, then coverage continues)</p>
Dental Benefits	Dental coverage	<p>City of Lubbock (Group #10097) Dental Benefits booklet (drafted by BCBS)</p> <p>Employee Policy Manual (but limited to just those portions relating to employee classification procedures used with respect to the Plan administration)</p>	<p>ASO/TPA: Blue Cross Blue Shield of Texas 14643 Dallas Parkway, Suite 850 Dallas, TX 75254-8800 (972) 855-9019</p>	<p>Full-time (30 hours/week) active employees, retirees and elected</p>	<p>Completion of one full pay period which includes 2 full weeks</p>	<p>First day of month following date of eligibility is lost (dependents generally lose coverage when employee does, except coverage terminates immediately upon marriage, divorce, or death of dependent, but shall continue if covered as of date</p>

Underlying Welfare Benefit	General Description of Benefits Provided	Associated Documents	Policy Number, Contact Information of Insurer or Service Provider (if applicable)	Employee Eligibility Classification	Employee Effective Date (Effective Date)	Coverage Termination Date
				<p>Retirees following 20 years of service regardless of age, or following attaining age 60 and 5 years of service</p>	<p>Retiree coverage commences on first day of month following retirement (same for dependents)</p>	<p>employee dies or is killed in the line of duty) (dependents generally lose coverage when retiree does, except coverage terminates immediately upon marriage, divorce, or death, but shall continue if covered on date retiree dies, then coverage continues)</p>
Vision Benefits	Vision coverage	<p>City of Lubbock (Policy #501988-A) Group Vision Policy – Non-Participating booklet (drafted by HM Life Insurance Company)</p> <p>Employee Policy Manual (but limited to just those portions relating to employee classification procedures used with respect to the Plan administration)</p>	<p>Carrier: Policy #501988-A Davis Vision 175 E. Houston Street, San Antonio, TX 78205 (800) 328-4728</p>	<p>Full time (40 hours/week) active employees and elected officials</p>	<p>Completion of one full pay period which includes 2 full weeks</p>	<p>Last day of the month in which eligibility is lost (dependents generally lose coverage when employee does, except coverage terminates immediately upon marriage, divorce or death of dependent</p>

Underlying Welfare Benefit	General Description of Benefits Provided	Associated Documents	Policy Number, Contact Information of Insurer or Service Provider (if applicable)	Employee Eligibility Classification	Employee Effective Date (Dependent Effective Date)	Coverage Termination Date
Group Basic Life Insurance and Accidental Death and Dismemberment (AD&D) Benefits	Basic Group Term Life Insurance Policy with Accidental Death and Dismemberment (AD&D) Benefits (Non-Participating)	City of Lubbock (Policy #GFZ03192-0001) Group Basic Life Insurance and Accidental Death and Dismemberment (AD&D) Benefits (drafted by Fort Dearborn Life Insurance Company) Employee Policy Manual (but limited to just those portions relating to employee classification procedures used with respect to the Plan)	Carrier: Policy #GFZ03192-0001 Fort Dearborn Life Insurance Company 1020 31 st Street Downers Grove, IL 60515-5591	Full time (40 hours/week) active employees and elected officials	Completion of one full pay period which includes 2 full weeks	Eligibility is lost at 12:00 midnight on date of termination (dependents generally lose coverage when employee does, except coverage terms immediately upon divorce or death of dependent
Specified Disease Policy: Organ & Tissue Transplant Benefits	Specified Disease Policy: Organ & Tissue Transplant coverage	City of Lubbock (Policy #949-7643) Specified Disease Policy: Organ & Tissue Transplant (drafted by National Union Fire Insurance Company of Pittsburgh, PA.) Employee Policy Manual (but limited to just those portions relating to employee classification procedures used with respect to the Plan administration)	Carrier: Policy #949-7643 National Union Fire Insurance Company of Pittsburgh, PA. AIG Benefit Solutions 7330 Woodland Drive Suite 250 Indianapolis, IN 46278 (888) 449-2377	Full-time (30 hours/week) active employees, retirees and elected officials	Completion of one full pay period which includes 2 full weeks	First day of month following date of eligibility is lost (dependents generally lose coverage when employee does, except coverage terminates immediately upon marriage, divorce, or death of dependent, but shall continue if covered as of date employee dies or is killed in the line of duty)

Underlying Welfare Benefit	General Description of Benefits Provided	Associated Documents	Policy Number, Contact Information of Insurer or Service Provider (if applicable)	Employee Eligibility Classification	Employee Effective Date (Effective Date)	Coverage Termination Date
Health and Flexible Spending Arrangement and Dependent Care Assistance Benefits	Health and Flexible Spending Arrangement and Dependent Care Assistance Plan	City of Lubbock (Plan Number 502) Health and Flexible Spending Arrangement and Dependent Care Assistance Plan Components Employee Policy Manual (but limited to just those portions relating to employee classification procedures used with respect to the Plan administration)	Administrator: Plan Number 502 James Loomis, City Manager (or successor) The City of Lubbock, Texas 1625 13 th Street Post Office Box 2000 Lubbock, TX 79457-2000 (806) 775-2277	Full-time (30 hours/week) active employees	Completion of one full pay period which includes 2 full weeks	Immediately upon termination from employment

APPENDIX B

SUMMARY PLAN DESCRIPTION SUPPLEMENT

The following information, along with the information contained in the attached Plan document, is intended to constitute the Summary Plan Description.

Name of Plan	City of Lubbock, Texas Master Welfare Benefit Plan
Plan Number	502
Plan Sponsor	City of Lubbock 1625 13th Street Lubbock, Texas 79457 (806) 775-3000 Employer Identification Number: 75-600059
Plan Year	The Plan Year begins on January 1st and ends on the following December 31st, and Plan records are maintained on that basis.
Effective Date	The initial Effective Date of the Plan was January 1, 2004.
Plan Administrator and Named Fiduciary	City Manager City of Lubbock 1625 13th Street Lubbock, Texas 79457 (806) 775-3000 The Plan Administrator is responsible for maintaining records on Participants, determining eligibility for benefits, and interpreting and administering the provisions of the Plan.
Type of Administration / Funding Medium / Source of Contributions	In cases where a Participant request an exception to the Plan and the cost to the Plan is less than twenty-five thousand dollars (U.S. Dollars), the Participant shall secure the approval or rejection from the Plan Administrator. In cases where a Participant requests an exception to the Plan and the cost to the Plan is for twenty-five thousand dollars (U.S. Dollars) or more, the Plan Administrator shall submit the request to the City Council for approval or rejection. Benefits under the Plan are paid from the general funds of the Employer and are self-administered by the Employer (or a third-party administrator). The Plan is funded through employer and employee contributions.

Agent for Service of Legal Process The Plan Administrator is the agent for service of legal process.

Request for Plan Information Requests to review Plan documents, requests for copies of Plan documents, and questions regarding plan operations should be directed to Plan Administrator at the address and telephone number provided above.

NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT OF 1996

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a caesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours for vaginal deliveries (or 96 hours for caesarean sections as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours for vaginal deliveries (or 96 hours for caesarean sections).

WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998

If you have had or going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related services, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under the Plan. Contact your Plan Administrator for more information.

SPECIAL ENROLLMENT RIGHTS

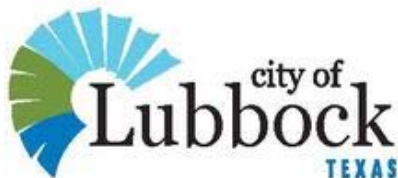
If you decline enrollment for yourself or for an eligible dependent (including your spouse) while other health insurance or group health plan coverage is in effect, you may be able to enroll yourself and your dependents if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward the cost of your or your dependents' coverage). However, you must request enrollment within 31 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the cost of the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your new dependents. However, you must request enrollment within 31 days (or within 60 days in the event of birth, adoption, or placement for adoption).

REQUESTS FOR PLAN INFORMATION

You have the right to inspect all Plan documents and to make copies of the documents. All Plan documents can be reviewed and copied during normal business hours at the Employer's Human

Resources Department at 1625 13th Street, Lubbock, Texas. In accordance with Internal Revenue Service regulations, the Employer may charge a reasonable fee for copies. Any such request or other requests regarding Plan operation should be directed to Plan Administrator as indicated on page 1 of this Appendix B.



Regular City Council Meeting

6. 14.

Meeting Date: 11/20/2014

Information

Agenda Item

Resolution - Benefits: Consider a resolution authorizing the Mayor to approve purchase of specific stop loss insurance coverage from Blue Cross Blue Shield of Texas 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 and aggregate stop loss coverage is purchased. Stop loss insurance is currently provided by Blue Cross Blue Shield of Texas.

The current specific deductible composite rate is \$18.24 per member per month. The current specific deductible is \$350,000 per covered individual. Renewal composite rate is \$20.05 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 \$21.97 per member per month from HM Insurance Group. This rate was requested in order to compare rates with BCBSTX. By utilizing Blue Cross Blue Shield of Texas for Stop Loss coverage, the City will save approximately \$63,152.64 annually. There are 2,741 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 2015 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 2015 is \$659,484.60. This amount is budgeted in the Health Benefits Fund.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

BCBSTX Stop Loss App.

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 Hutcherson
Director of Human Resources and Risk Management

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

gs:ccdcs/RES.Risk Mgmt-Application-Stop Loss Coverage Policy
October 31, 2014



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: 10/01/2014
Policy Period: These specifications are for the Policy Period commencing on 01/01/15 and ending on 12/31/15

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): _____

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

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:

\$20.05 Composite

6. The premium is based upon a current membership of 1178 Individual Coverage Units and 1566 Family Coverage Units.

Additional Provisions:

12/15 Stop Loss Policy - Claims incurred 01/01/2015-12/31/2015 and paid 01/01/2015-03/31/2016.
Premium is based on 2,744 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

Benjamin Young
Name of Underwriter

Signature of Authorized Purchaser

Mayer
Title of Authorized Purchaser

Date


INTERNAL USE ONLY

Date Application approved by Underwriting: _____

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Leisa Hutcherson
Director of Human Resources and Risk Management

APPROVED AS TO FORM;



Mitchell Satterwhite, First Assistant City Attorney



City Of Lubbock

ASO Projection
January 1, 2015 - December 31, 2015
City of Lubbock #10097 ASO 2015 Medical Renewal - With Rx - 12/15 Stop Loss

STOP LOSS

Please refer to the ACA Disclaimer regarding benefits and final pricing

Mature	PPO Employees		Customer Total	
	PCPM	TOTAL	PCPM	TOTAL
Projected Enrollment	2,744	32,928	2,744	32,928

Individual Stop Loss Attachment Point \$350,000 \$350,000 \$350,000 \$350,000

Individual Stop Loss Premium* Composite \$20.05 \$660,206 \$20.05 \$660,206

Individual SL Premium* E/O E/F \$ 10.81 \$ 27.00

*BCBSTX does not offer stand along stop loss policies. If our medical administration is not also elected, we withdraw our stop loss quote.

Subject to and contingent upon conditions and caveats outlined in attached addendum.

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



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USA

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Fax +1 402 384 5776

milliman.com

September 16, 2014

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

Re: City of Lubbock Renewal Evaluation for the 2015 Plan Year

Dear Mr. Sartain:

At your request, Milliman, Inc. (Milliman) has completed an evaluation of City of Lubbock's 2015 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 2015 plan year (January 1, 2015-December 31, 2015) medical, dental, and vision renewals proposed by the insurance carriers. Our evaluation of the carriers' proposals is shown in the table below:

	Milliman Claims & Carrier Initial Expenses	Milliman Claims & Carrier Revised Expenses	Milliman Claims & Milliman Projected Expenses
Medical (Self-Insured)			
Claims Cost	8.0%	8.0%	8.0%
Claims Administration	3.0%	3.0%	3.0%
Rx Rebates	(1.8%)	(1.8%)	(1.8%)
Organ Transplant Fee	0.0%	0.0%	5.0%
Individual Stop-Loss	30.2%	30.2%	5.0%
ACA Fees	(27.6%)	(27.6%)	(27.6%)
Total Medical	7.8%	7.8%	7.3%
Dental (Self-Insured)			
Claims Cost	(24.2%)	(24.2%)	(24.2%)
Claims Administration	0.0%	0.0%	5.0%
Total Dental	(22.7%)	(22.7%)	(22.5%)
Total All Benefits	7.3%	7.3%	5.5%

We estimate that self-insured annual claims and expenses for the 2015 plan year will be approximately:

- **\$29.06 million for medical and prescription drugs based on current enrollment levels of 2,743 employees and a projected premium of \$882.81 per employee per month (PEPM);**
- **\$1.33 million for dental based on current enrollment levels of 2,615 employees and a projected premium of \$42.45 PEPM. However, we recommend that the City of Lubbock continue to budget at \$54.74 PEPM for an annual budget of \$1.72 million.**

See Attachments #1-3 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

Attachment #4 shows our calculation of estimated claims costs and expenses for the Blue Cross Blue Shield of Texas (BCBS of TX) medical and prescription drug plans. 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 \$882.81 PEPM which is 7.8% more than current premiums. Based on current enrollment, this amounts to \$29.06 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

BCBS of TX and other vendors perform various services for the efficient administration and financial stability of the plan. As referenced earlier, Attachment #2 shows a summary of the current and proposed fees for 2015 with our assessment. The City of Lubbock is in the second year of a four year rate agreement with BCBS of TX. Within that agreement BCBS of TX has proposed an increase of 4.1% including prescription drug rebates. Since this increase has already been negotiated and is within the 3-5% increase we typically see, we recommend accepting this proposal.

Additionally, AIG is proposing a 0.0% increase to Organ Transplant fees. Since is lower than the 3-5% increase we typically see, we recommend accepting this proposal.

Expenses – Individual Stop-Loss Premiums

Attachments #5-7 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 #5 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%	1.7
\$375,000	0.04%	2.0
\$350,000	0.04%	2.3
\$325,000	0.05%	2.8

Additionally, Attachment #6 shows expected stop-loss reimbursements at various levels of individual stop-loss coverage. Note that as the individual deductible increases, the expected

reimbursements decrease. Since the current insurance carrier has provided preliminary quotes for various levels of stop-loss, we have compared the additional premium to the calculated additional liability using our proprietary pricing models. Generally, the guideline is that the appropriate deductible would be one where the additional claims liability is minimized compared to the corresponding premium savings. In this case, at all of the higher deductibles, we have calculated that the expected additional claims liability will be less than the corresponding premium savings. Attachment #6 also shows the potential variance in reimbursements and corresponding net savings.

Attachment #7 compares recent years' paid stop-loss premiums to reimbursements received and calculates a loss ratio over the time period. The combined loss ratio since 2011 has been 3.5%. 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 30.2% increase to the current individual stop-loss premium levels. We believe this increase is much too high given the group's low historical loss ratio. Therefore, we consider further negotiations before accepting this proposal.

In this calculation, we have used the proposed individual stop-loss premium rates from BCBS of TX with the current deductible. However, we recommend the City of Lubbock to continue considering higher deductibles of \$375,000 or \$400,000 should revised stop-loss quotes become available.

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 #8-9.

Individual Stop-Loss Deductible	Probability of Aggregate Claims Exceeding		
	105% of Expected	115% of Expected	125% of Expected
No Deductible	17.3%	0.7%	~ 0.0%
\$400,000	14.7%	0.2%	~ 0.0%
\$375,000	14.4%	0.2%	~ 0.0%
\$350,000	14.3%	0.2%	~ 0.0%
\$325,000	13.9%	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 2,743 enrollees in the census data correspond to 5,470 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 #8, 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 #9, the probability of aggregate claims greater than 115% of the expected claims drops to 0.2%, 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.

We do not recommend aggregate stop-loss coverage for City of Lubbock.

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 BCBS of TX self-insured plans have been decreasing at an annualized rate of 0.3% for medical and increasing at an annualized rate of 11.2% for prescription drugs. The results are displayed in Attachments #10-11. Nationally, based on the *Milliman Mid-Market Survey* of employers, annual trend for medical and prescription drugs combined is approximately 5-10% for 2013 with expectations for 2014 at the same or slightly higher level. Regionally, trends are at the lower end of this range at 5.5%. Additionally, the *Milliman Medical Index (MMI)*, which examines the total cost to deliver healthcare, saw increases of 5.4% from 2013 to 2014. 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 and regional averages as appropriate to arrive at the trend levels used in the budget calculations.

2. Premium Equivalencies & Employer Subsidies

Preliminary Budgeting – Premium Equivalencies for the 2015 Plan Year

Attachment #12 contains our findings and recommendations for distributing the previously calculated total premium on a PEPM basis over the relevant plan options. Based on our actuarial cost model, *Health Cost Guidelines, v.2012*, the relative values of City of Lubbock’s medical plan designs are 100.0% for the Active/COBRA plan, 148.4% for the Non-Medicare Retiree plan, and 72.6% for the Medicare Retiree plan. That is, the benefits provided by the Non-Medicare Retiree plan are worth about 48% more than the Active/COBRA plan’s benefits. Additionally, tier pricing levels for a 4-tier plan should be 1.000 for EE Only, 2.133 for EE + Spouse, 1.668 for EE + Child(ren), and 2.962 for Family. That is, the cost of a spouse is expected to be about 13% greater than the cost of an employee.

City of Lubbock’s current plan pricing levels vary from these relativities and their tier factors vary from our expectation of the cost of coverage for each tier. For this analysis, we kept the current plan and tier pricing levels in place. However, moving to Milliman’s relativities and then adjusting the employer subsidy for each plan and tier to meet City of Lubbock’s subsidy level goal could help keep each plan funded properly should a large enrollment shift occur.

Based on the factors above, we “spread” the premiums over the plan options and tiers to reflect the assumed variances, while maintaining the same average total premiums calculated in Attachment #4. Referring to Attachment #12, we arrive at the “CY 2015 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 2015 at the same percent as it is currently. As a result, City of Lubbock’s portion of total medical costs is remaining flat at 73.4% of the total cost. Please refer to Attachment #13 for details.

3. Renewal Evaluation – Dental (self-insured)

Projected Change in Premium – Claims & Expenses

Attachment #14 shows our calculation of estimated claims costs and expenses for the BCBS of TX DPPO. Using proposed expenses, we estimate that City of Lubbock's claims and expenses will be \$42.45 PEPM which is 22.5% less than current premiums. Based on current enrollment, this amounts to \$1.33 million in annual premium. However, we recommend that the City of Lubbock continue to budget at \$42.45 PEPM for an annual budget of \$1.72 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. This is very favorable and we recommend accepting the 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 BCBS of TX self-insured plans have been decreasing at an annualized rate of 1.7%. The results are displayed in Attachment #15. Nationally, based on the *Milliman Mid-Market Survey* of employers, annual trends are approximately 1-5% for 2013 with expectations for 2014 at the same or slightly lower level. Regionally, annual trend has been lower at approximately 0.0%. 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 and regional averages as appropriate to arrive at the trend levels used in the budget calculations.

Preliminary Budgeting – Premium Equivalencies for the 2015 Plan Year

Attachment #16 contains our findings and recommendations for distributing the previously calculated total premium on a PEPM basis over the relevant tier options. Tier pricing levels for a 4-tier plan should be 1.000 for EE Only, 2.043 for EE + Spouse, 2.302 for EE + Child(ren), and 3.656 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, however, we kept the current tier pricing levels in place. However, moving to Milliman's relativities and then adjusting the employer subsidy for each plan and tier to meet City of Lubbock's subsidy level goal could help keep each plan funded properly should a large enrollment shift occur.

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 #14. Referring to Attachment #16, we arrive at the “CY 2015 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 2015 at the same percent as it is currently. As a result, City of Lubbock’s portion of total dental costs is remaining flat at 74.2% of the total cost. Please refer to Attachment #17 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.2012*.
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.



September 16, 2014

This letter and its attachments have been prepared for the internal 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,

A handwritten signature in cursive script that reads "Jason Speer".

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

A handwritten signature in cursive script that reads "Terry Bierman".

Terry L. Bierman, A.S.A., M.A.A.A.
Senior Actuarial Consultant

A handwritten signature in cursive script that reads "Paul Penke".

Paul Penke
Benefits Consultant & Financial Analyst



Calendar Year 2015 Renewal Summary

~ City of Lubbock ~

Renewal Date	Enrollment/ Volume	CY 2014			CY 2015			Percent Change ³ Total Annual Premium	Amount Change ³ Total Annual Premium	Milliman Estimated Renewal ¹
		Total Annual Premium ¹	Employee Contrib. ¹	Employer Subsidy ¹	Total Annual Premium ²	Employee Contrib. ²	Employer Subsidy ²			
1/1/2015	2,743	\$26,954,912	\$7,169,437	\$19,785,475	\$29,058,541	\$7,728,958	\$21,329,583	7.8%	\$2,103,629	7.3%
1/1/2015	2,615	\$1,717,833	\$442,538	\$1,275,295	\$1,717,833	\$442,538	\$1,275,295	0.0%	\$0	(2.5%)
Total		\$28,672,745	\$7,611,976	\$21,060,770	\$30,776,374	\$8,171,497	\$22,604,878	7.3%	\$2,103,629	5.5%
Percentage Employer/Employee				73.5%			73.4%			

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 (MMMMS).

Renewal Evaluation Summary - Medical

~ City of Lubbock ~

Carrier **BCBS of TX**

	Coverage Basis	Enrollment/ Volume ¹	CY 2014		CY 2015		
			Current Rates (PEPM) ²	Total Annual Cost	Milliman Claims & Carrier Initial Expenses	Milliman Claims & Carrier Revised Expenses ⁴	Milliman Claims & Milliman Projected Expenses ⁴
Medical - Self-Insured							
Expected Claims Cost (PEPM) ³	Employees	2,743	\$746.56	\$24,573,776	\$806.50	\$806.50	\$806.50
<i>Percent Increase Over Current</i>					8.0%	8.0%	8.0%
<i>Total Annual Cost Over Current</i>					\$1,973,037	\$1,973,037	\$1,973,037
Claims Administration	Employees	2,743	\$41.08	\$1,352,189	\$42.31	\$42.31	\$42.31
<i>Percent Increase Over Current</i>					3.0%	3.0%	3.0%
<i>Total Annual Cost Over Current</i>					\$40,487	\$40,487	\$40,487
Rx Rebates	Employees	2,743	(\$7.86)	(\$258,720)	(\$7.72)	(\$7.72)	(\$7.72)
<i>Percent Increase Over Current</i>					(1.8%)	(1.8%)	(1.8%)
<i>Total Annual Cost Over Current</i>					\$4,608	\$4,608	\$4,608
Organ Transplant Fee	EE Only	1,377	\$6.08	\$100,466	\$6.08	\$6.08	
	EE + Family	1,366	\$14.60	\$239,323	\$14.60	\$14.60	
	Total	2,743	\$10.32	\$339,789	\$10.32	\$10.32	\$10.84
<i>Percent Increase Over Current</i>					0.0%	0.0%	5.0%
<i>Total Annual Cost Over Current</i>					\$0	\$0	\$16,989
Individual Stop-Loss	Employees	2,743	\$18.24	\$600,388	\$23.75	\$23.75	\$19.15
<i>Percent Increase Over Current</i>					30.2%	30.2%	5.0%
<i>Total Annual Cost Over Current</i>					\$181,367	\$181,367	\$30,019
ACA Fees	Employees	2,743	\$10.56	\$347,490	\$7.64	\$7.64	\$7.64
<i>Percent Increase Over Current</i>					(27.6%)	(27.6%)	(27.6%)
<i>Total Annual Cost Over Current</i>					(\$95,870)	(\$95,870)	(\$95,870)
Composite	Employees	2,743	\$818.90	\$26,954,912	\$882.81	\$882.81	\$878.73
Total Medical - Self-Insured		2,743		\$26,954,912	\$29,058,541	\$29,058,541	\$28,924,183
<i>Percent Increase Over Current</i>					7.8%	7.8%	7.3%
<i>Total Annual Cost Over Current</i>					\$2,103,629	\$2,103,629	\$1,969,271
<i>Premium Reduction</i>						\$0	

	Aggressive Budget ⁵	Conservative Budget ⁵
Composite PEPM	\$842	\$923
Total Medical - Self-Insured	\$27,731,201	\$30,385,882
Percent Increase Over Current	3%	13%
Total Annual Cost Over Current	\$776,288	\$3,430,970
Chance of Exceeding Budget	75%	10%

1. Enrollment is taken from the June 2014 FMR
2. Current Rates represent the premium equivalencies based on current enrollment from the census file.
3. See attachments for additional details on Milliman calculation.
4. Pricing calculations incorporate Milliman's expectation of claims in conjunction with our projection of expenses.
5. Aggressive and Conservative budgets are presented for illustrative purposes and should not be taken as Milliman's recommended budgeting levels



Renewal Evaluation Summary - Dental

~ City of Lubbock ~

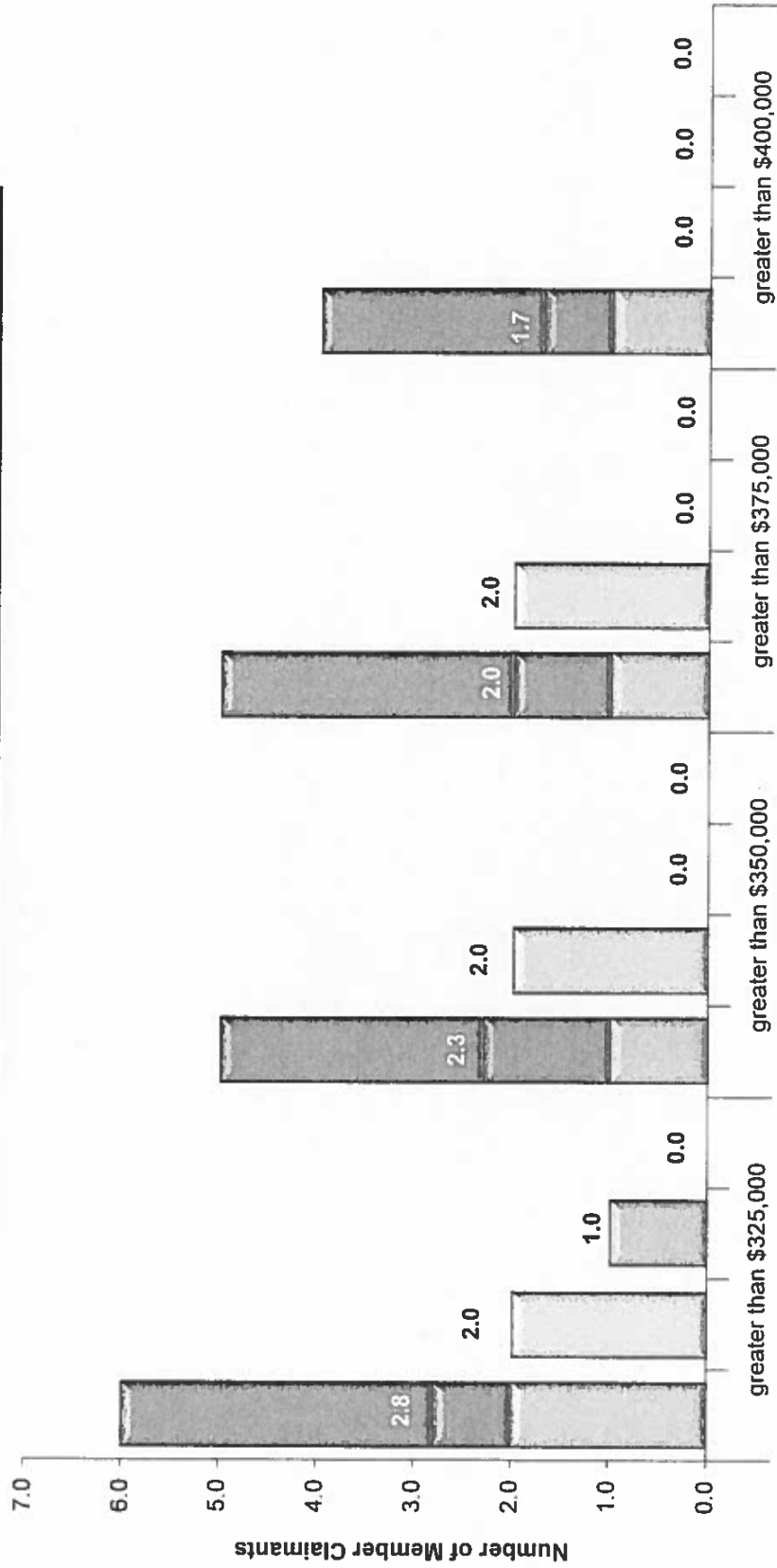
Carrier BCBS of TX

Coverage Basis	Enrollment/ Volume ¹	CY 2014			CY 2015		
		Current Rates (PEPM) ²	Total Annual Cost	Milliman Claims & Carrier Initial Expenses	Milliman Claims & Carrier Revised Expenses ⁴	Milliman Claims & Carrier Revised Expenses ⁴	Milliman Claims & Carrier Revised Expenses ⁴
Dental - Self-Insured							
Expected Claims Cost (PEPM) ²	2,615	\$51.54	\$1,617,417	\$39,09	\$39,09	\$39,09	\$39,09
		Percent Increase Over Current	(24.2%)	(24.2%)	(24.2%)	(24.2%)	(24.2%)
		Total Annual Cost Over Current	(\$390,773)	(\$390,773)	(\$390,773)	(\$390,773)	(\$390,773)
Claims Administration	2,615	\$3.20	\$100,416	\$3.20	\$3.20	\$3.20	\$3.36
		Percent Increase Over Current	0.0%	0.0%	0.0%	0.0%	5.0%
		Total Annual Cost Over Current	\$0	\$0	\$0	\$0	\$5,021
Composite	2,615	\$54.74	\$1,717,833	\$42.29	\$42.29	\$42.29	\$42.45
Total Dental - Self-Insured							
	2,615		\$1,717,833	\$1,327,060	\$1,327,060	\$1,327,060	\$1,332,081
		Percent Increase Over Current	(22.7%)	(22.7%)	(22.7%)	(22.7%)	(22.3%)
		Total Annual Cost Over Current	Premium Reduction	(\$390,773)	(\$390,773)	(\$390,773)	(\$385,752)

1. Enrollment is taken from the June 2014 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 our projection of expenses.



Analysis of Individual Claim Variability ~ City of Lubbock ~



Milliman 25th Percentile
 Milliman PY 2015 Expected
 Milliman 95th Percentile
 City of Lubbock 2011 Actual
 City of Lubbock 2012 Actual
 City of Lubbock 2013 Actual

*Does not account for lasers



Stop-Loss Comparison Premium vs. Expected Reimbursements

~ City of Lubbock ~

ISL Deductible	Aggregating Specific	BCBS of TX 2015 Proposed					Milliman Model					Net Savings/(Cost) Variance	
		Stop-Loss Premium (PEPM) ²	Annual Premium (2,743 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	25th Percentile	95th Percentile		
\$325,000	\$0	\$25.75	\$847,587	(\$65,832)	2.8	\$9.42	\$516,527	(\$64,223)	(\$1,608)	(\$39,948)	\$45,680		
\$350,000	\$0	\$23.75	\$781,755	\$0	2.3	\$19.63	\$452,304	-	-	-	-		
\$375,000	\$0	\$21.98	\$723,494	\$58,261	2.0	\$17.29	\$398,275	\$54,029	\$4,232	\$41,122	(\$40,520)		
\$400,000	\$0	\$20.28	\$666,765	\$114,990	1.7	\$15.25	\$351,329	\$100,975	\$14,015	\$86,585	(\$73,601)		

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 proposed 2015 BCBS of TX premiums
The current stop loss level is highlighted above.



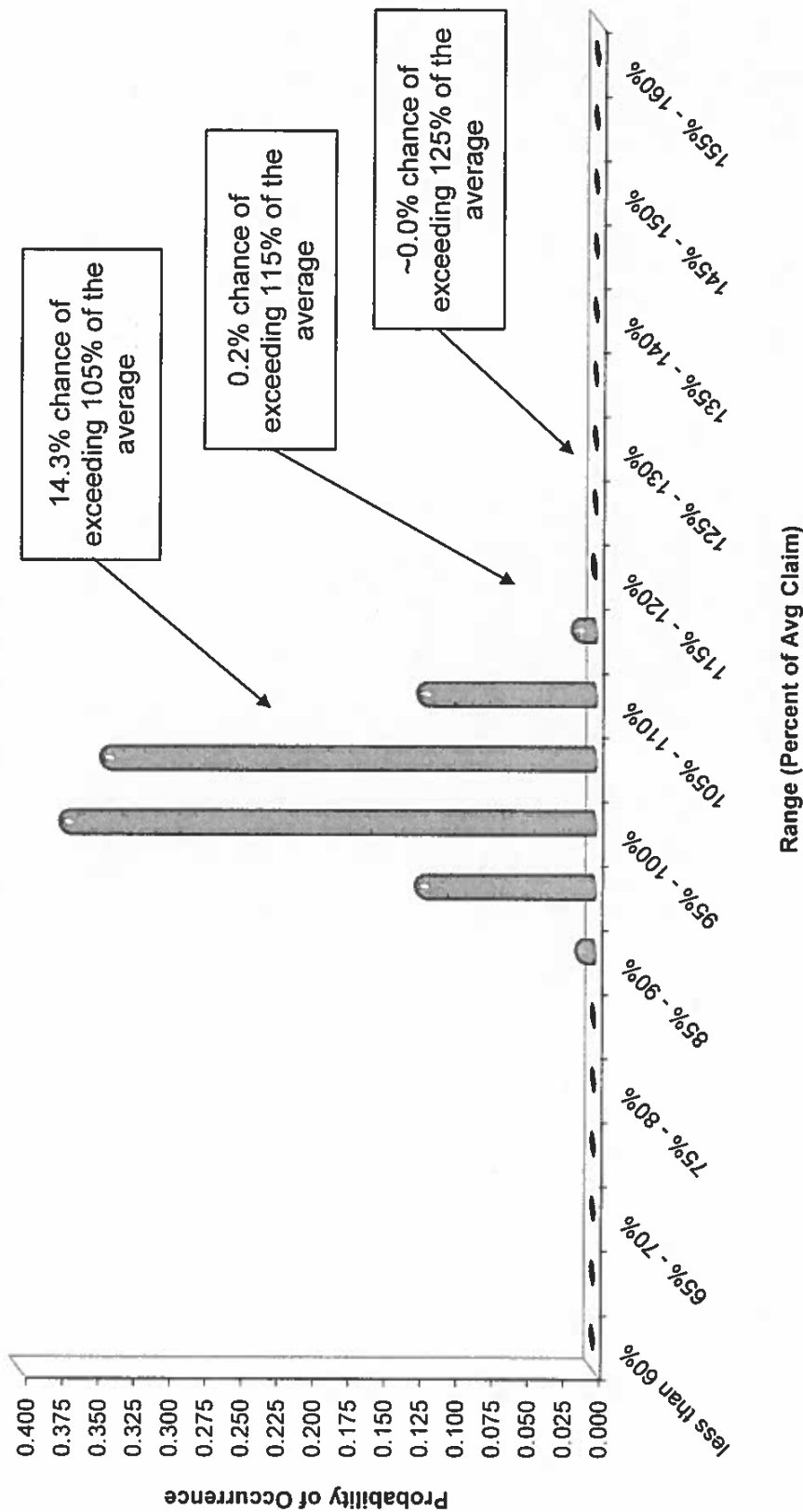
Individual Stop-Loss Comparison Premium vs. Actual Reimbursements

~ City of Lubbock ~

	Carrier	ISL Deductible	ISL Paid Premiums	Reimbursements	Dollar Difference	Paid Loss Ratio
2011	HM Life	\$350,000	\$403,439	\$58,880	\$344,559	14.6%
2012	HM Life	\$350,000	\$455,962	\$0	\$455,962	0.0%
2013	HM Life	\$350,000	\$536,071	\$0	\$536,071	0.0%
2014 through June	BCBS of TX	\$350,000	\$302,331	\$0	\$302,331	0.0%
Total			\$1,697,803	\$58,880	\$1,638,923	3.5%

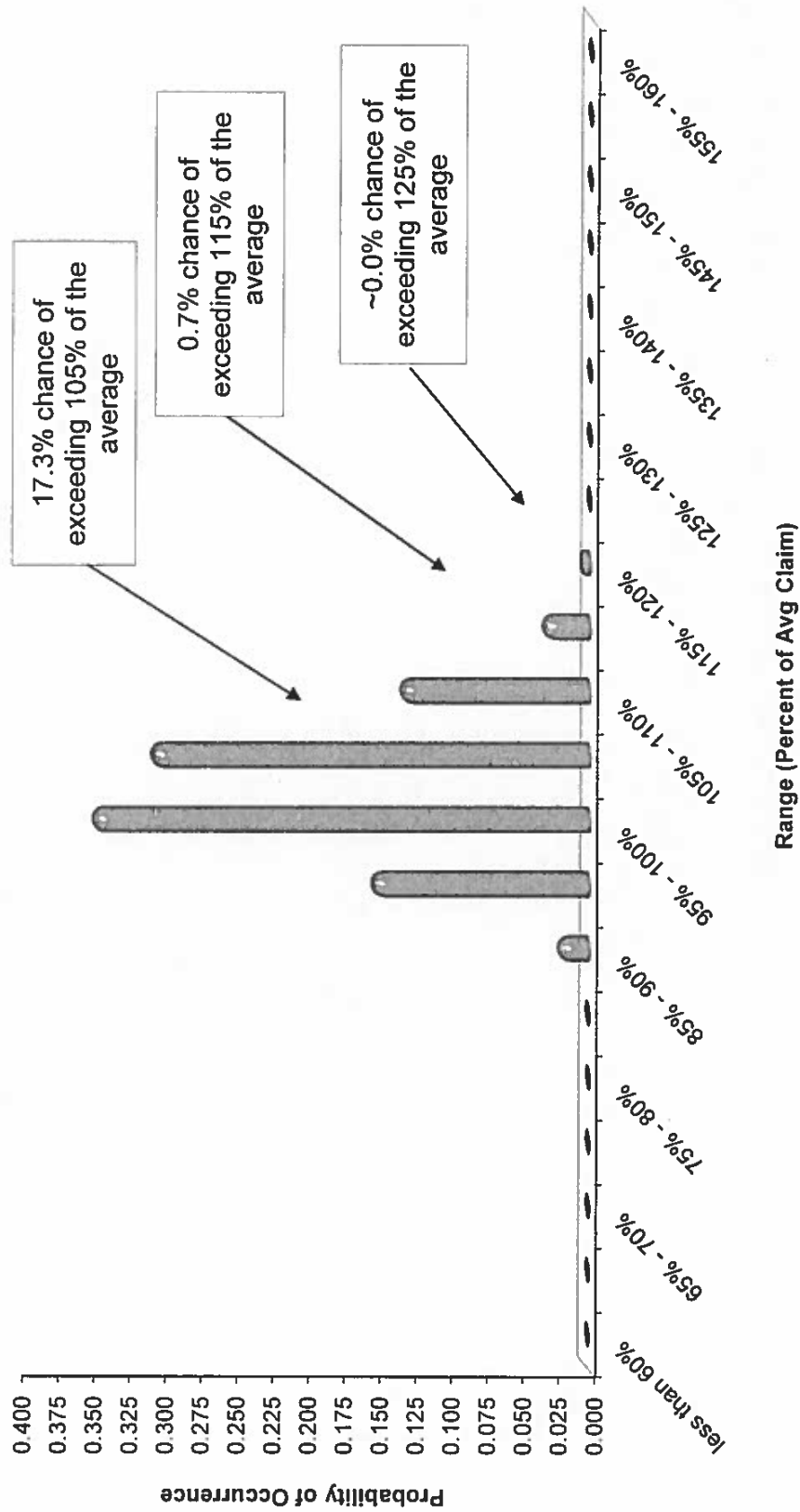


Analysis of Aggregate Claim Variability \$350,000 Individual Stop-Loss ~ City of Lubbock ~





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



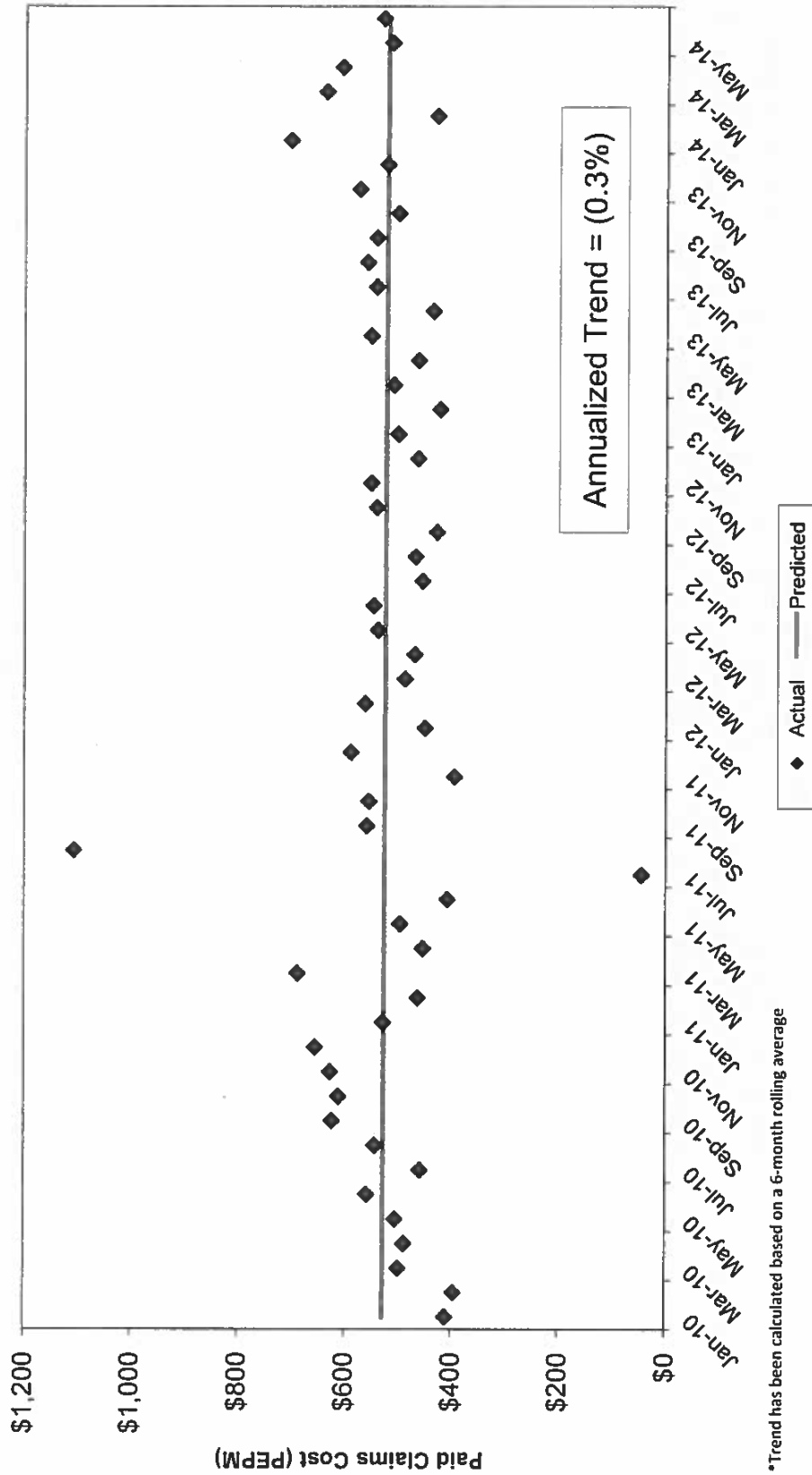
Prepared on:
9/16/2014

Milliman, Inc.

ptp
2015 COL StopLoss.xlsm



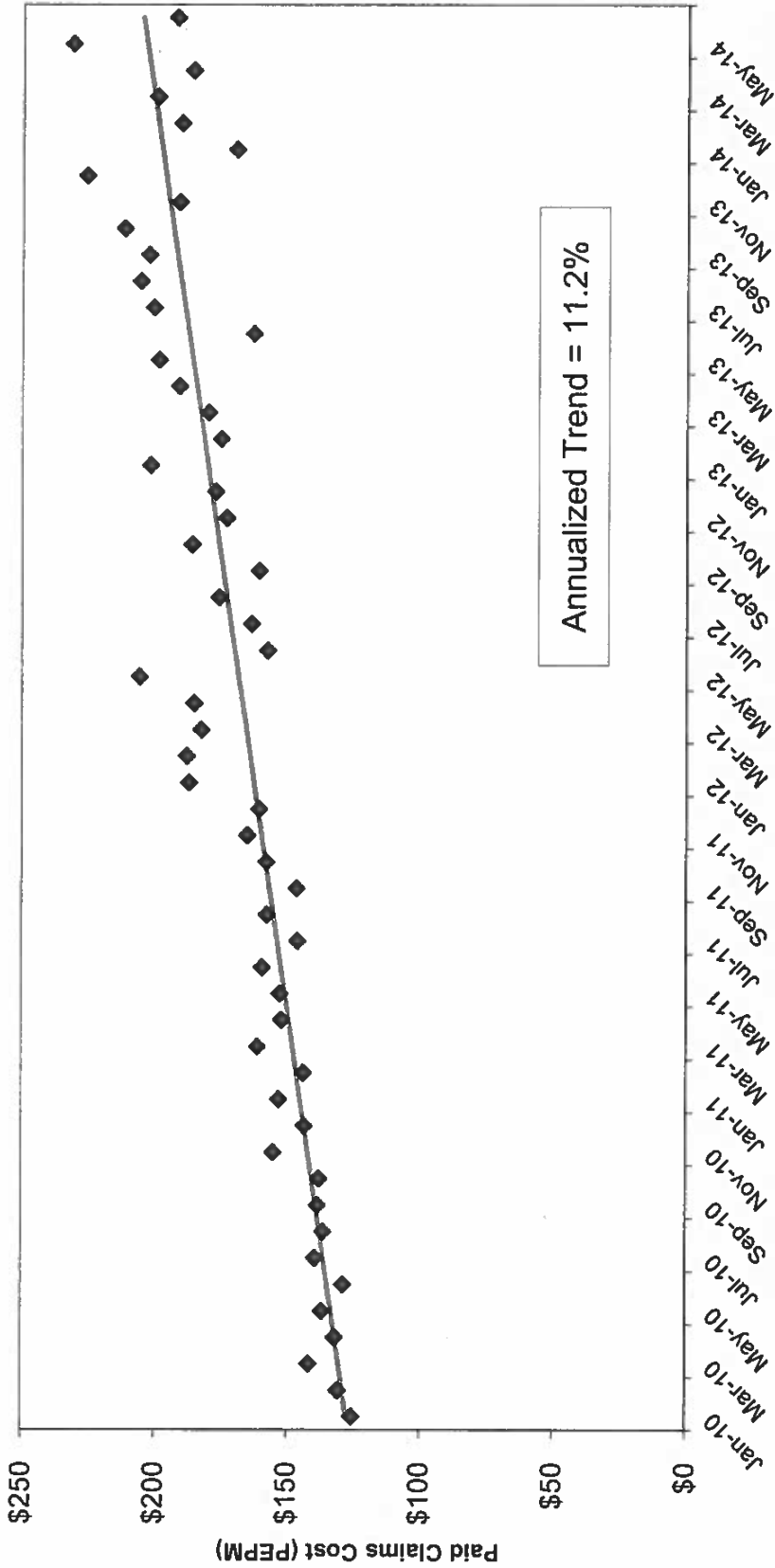
Trend Analysis - Medical ~ City of Lubbock ~



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



Trend Analysis - Prescription Drugs ~ City of Lubbock ~



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

◆ Actual — Predicted



Calendar Year 2015 Medical Plans - Employer Subsidies and Employee Contributions

~ City of Lubbock ~

Assumptions

	Employer Subsidy Level					
	CY 2014			CY 2015 Proposed		
	EE Only	EE+Spouse	EE+Child(ren)	EE Only	EE+Spouse	EE+Child(ren)
Active/COBRA	100.0%	63.8%	72.2%	100.0%	63.8%	72.2%
Non-Medicare Retirees	55.8%	15.9%	25.8%	55.8%	15.9%	25.8%
Medicare Retirees	76.0%	50.8%	48.7%	76.0%	50.8%	48.7%
Total						
			79.7%			79.7%
			34.8%			34.8%
			62.6%			62.6%
			73.4%			73.4%

Employer Subsidies and Employee Contributions

	Annual Cost to Employer						Annual Cost to Employees
	Employer Subsidy			Employee Contribution			
	EE Only	EE+Spouse	EE+Child(ren)	EE Only	EE+Spouse	EE+Child(ren)	
Active/COBRA	\$818.90	\$522.67	\$590.85	\$0.00	\$296.23	\$228.05	\$4,234,215
	\$456.80	\$130.48	\$211.36	\$362.10	\$699.42	\$607.54	\$1,576,444
	\$622.65	\$415.71	\$399.05	\$196.25	\$403.19	\$419.85	\$1,358,779
Total							\$7,169,437
Non-Medicare Retirees	\$882.81	\$563.46	\$636.96	\$0.00	\$319.35	\$245.85	\$4,564,664
	\$492.45	\$140.66	\$227.86	\$390.36	\$742.15	\$654.95	\$1,699,474
	\$671.24	\$448.15	\$430.19	\$211.57	\$434.66	\$452.62	\$1,464,821
Total							\$7,726,958
Active/COBRA	\$63.91	\$40.79	\$46.11	\$0.00	\$23.12	\$17.80	\$330,449
	\$35.65	\$10.18	\$16.50	\$28.26	\$53.73	\$47.41	\$123,030
	\$48.59	\$32.44	\$31.14	\$15.32	\$31.47	\$32.77	\$106,043
Total							\$559,521
Non-Medicare Retirees	7.8%	7.8%	7.8%	N/A	7.8%	7.8%	7.8%
	7.8%	7.8%	7.8%	7.8%	7.8%	7.8%	7.8%
	7.8%	7.8%	7.8%	7.8%	7.8%	7.8%	7.8%
Total							7.8%



Calendar Year 2015 Pricing Calculation - Dental Plans

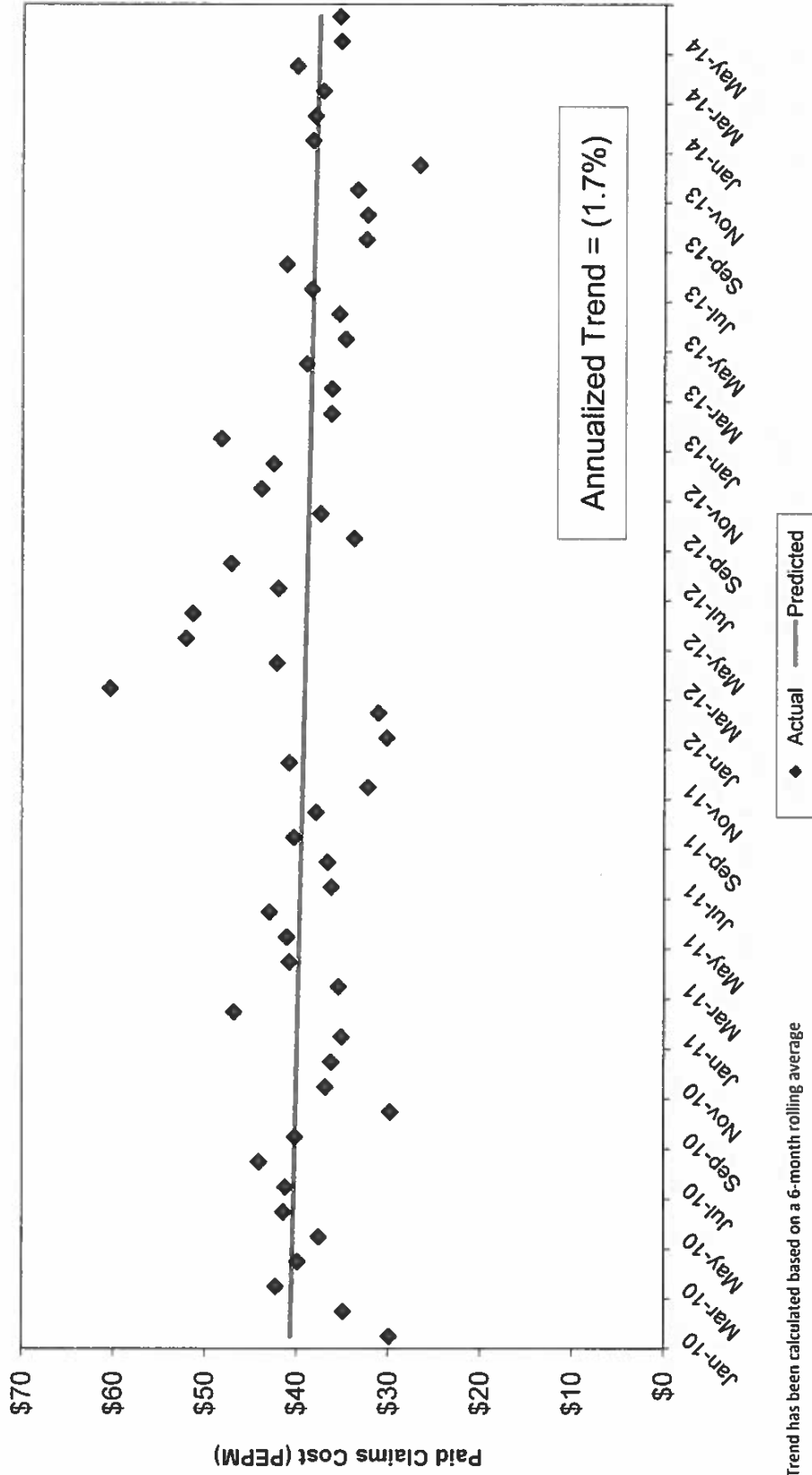
~ City of Lubbock ~

	Dental			
	1/11-12/11	1/12-12/12	1/13-12/13	1/14-6/14
I. Claims Experience				
Total Paid Claims	\$1,173,234	\$1,094,932	\$1,082,402	\$578,932
Enrollment (lagged for incurred basis)	2,515	2,139	2,503	2,580
Months of Experience	12	12	12	6
Incurred Claim Cost (PEPM)	\$38.88	\$42.65	\$36.04	\$37.40
II. Adjustments to Incurred Claim Cost				
1. Trend				
Annual Trend Rate	1.2%	1.2%	1.2%	1.2%
Number of Months (from midpt to midpt)	48.0	36.0	24.0	15.0
Trend Factor	1.050	1.037	1.025	1.015
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	1.050	1.037	1.025	1.015
Expected Claims Cost after Adjustments	\$40.81	\$44.23	\$36.92	\$37.97
Credibility (Blending) Factor	10%	20%	40%	30%
III. CY 2015 Experience Rated Claims Cost (PEPM)				\$39.09
IV. Expenses²				
Claims Administration & Commission				\$3.20
Total Expenses				\$3.20
V. CY 2015 Projected Premium (PEPM)				\$42.29
Current Budgeted Premium (PEPM) ³				\$54.74
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
 2 Expenses used in this calculation are based on the carrier's 2015 renewals
 3 Derived from premium equivalencies and enrollment from the June 2014 FMR



Trend Analysis - Dental ~ City of Lubbock ~



Prepared on:
9/16/2014

Milliman, Inc.

2015 City of Lubbock Renewal Evaluation.xlsm

ptp



Calendar Year 2015 Dental Plans - Employer Subsidies and Employee Contributions

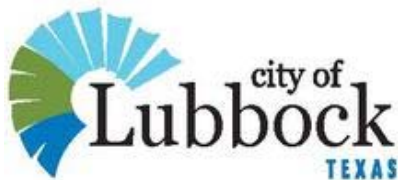
~ City of Lubbock ~

Assumptions

	CY 2014					CY 2015 Proposed				
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Total	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Total
Active/COBRA Retirees	100.0%	74.9%	78.9%	62.9%	81.8%	100.0%	74.9%	78.9%	62.9%	81.8%
Total	50.6%	37.9%	39.9%	31.9%	42.3%	50.6%	37.9%	39.9%	31.9%	42.3%
					74.2%					74.2%

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	Total		EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Total	
Active/COBRA Retirees	\$44.97	\$44.97	\$44.97	\$44.97	\$1,135,942	\$0.00	\$15.07	\$12.03	\$26.51	\$252,338		
	\$22.77	\$22.77	\$22.77	\$22.77	\$139,352	\$22.20	\$37.27	\$34.23	\$48.71	\$190,200		
Total					\$1,275,295					\$442,538		
Active/COBRA Retirees	\$44.97	\$44.97	\$44.97	\$44.97	\$1,135,942	\$0.00	\$15.07	\$12.03	\$26.51	\$252,338		
	\$22.77	\$22.77	\$22.77	\$22.77	\$139,352	\$22.20	\$37.27	\$34.23	\$48.71	\$190,200		
Total					\$1,275,295					\$442,538		
Active/COBRA Retirees	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0		
	\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00	\$0.00	\$0.00	\$0.00	\$0		
Total					\$0					\$0		
Active/COBRA Retirees	0.0%	0.0%	0.0%	0.0%	0.0%	N/A	0.0%	0.0%	0.0%	0.0%		
	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

6. 15.

Meeting Date: 11/20/2014

Information

Agenda Item

Resolution - Benefits: Consider a resolution authorizing the Mayor to approve 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 ACA (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 2015 remain flat and are as follows:

\$6.08 single rate
\$14.60 family rate

Fiscal Impact

The amount of \$362,677.20 is budgeted in the FY 2014-15 Health Benefits Fund.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

AIG Transplant Renewal

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to 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 this _____.

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

Organ Transplant (Specified Disease) Proposal

Employer:	CITY OF LUBBOCK	Underwriter:	Josefina Panopio
Proposal:	137607	Sales:	Guy Finley
Producer:	McQueary Henry Bowles Troy, LLP	Quote Date:	09/07/2014
Claims Admin:	Blue Cross and Blue Shield of Texas, a division of	Quote Valid Until:	01/01/2015
Carrier:	National Union Fire Insurance	Effective Date:	01/01/2015

Exhibit "A"

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 :	<ul style="list-style-type: none"> * 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 :	<table border="0" style="margin-left: 20px;"> <tr> <td>\$</td> <td style="text-align: right;">6.08</td> <td>Single *</td> </tr> <tr> <td>\$</td> <td style="text-align: right;">14.60</td> <td>Family *</td> </tr> </table>	\$	6.08	Single *	\$	14.60	Family *
\$	6.08	Single *					
\$	14.60	Family *					
Premium :	\$ 341,614.08						
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.

Organ Transplant (Specified Disease) Proposal

Employer: CITY OF LUBBOCK
Proposal: 137607
Producer: McQueary Henry Bowles Troy, LLP
Claims Admin.: Blue Cross and Blue Shield of Texas, a division of
Carrier: National Union Fire Insurance

Underwriter: Josefina Panopio
Sales: Guy Finley
Quote Date: 09/07/2014
Quote Valid Until: 01/01/2015
Effective Date: 01/01/2015

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.
- Proposal assumes at least 80% of the participants reside in Texas. Groups with employees in multi-state locations may be subject to rate revision.
- Retirees are covered.
- Contract period is for 12 months from effective date.
- Our information indicates the Licensed Agent for this quote/proposal is Travis Sartain with McQueary, Henry Bowles Troy, LLP. Only appropriately licensed Agents 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.

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

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.

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.

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Heart | <input checked="" type="checkbox"/> Heart/ Lung | <input checked="" type="checkbox"/> Autologous Bone Marrow
Peripheral Stem Cell
Including High Dose Chemo |
| <input checked="" type="checkbox"/> Lung/Double Lung | <input checked="" type="checkbox"/> Kidney/ Pancreas | <input checked="" type="checkbox"/> Allogeneic Bone Marrow
Peripheral Stem Cell
Including High Dose Chemo (related) |
| <input checked="" type="checkbox"/> Kidney (living or deceased donor) | <input checked="" type="checkbox"/> Kidney/Liver | <input checked="" type="checkbox"/> Allogeneic Bone Marrow
Peripheral Stem Cell
Including High Dose Chemo (unrelated) |
| <input checked="" type="checkbox"/> Pancreas | <input checked="" type="checkbox"/> Liver/Intestine | <input checked="" type="checkbox"/> Cord Blood
Including High Dose Chemo |
| <input checked="" type="checkbox"/> Liver (living or deceased donor) | <input checked="" type="checkbox"/> Pancreas/Intestine | |
| <input checked="" type="checkbox"/> Intestine | <input checked="" type="checkbox"/> Liver/Pancreas/Intestine | |
| | <input type="checkbox"/> Other (specify): | |

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 **our prior approval** 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.

Initial Transplant Evaluation. **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. **Initial Transplant Evaluation.** **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. **Ongoing Transplant Evaluation (after you have been approved for a transplant).** **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.

BENEFIT PROVISIONS

(Continued)

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.

COORDINATION OF BENEFITS

(Continued)

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 statutes 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
Polycystic 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
Sclerosing cholangitis
Cryptogenic cirrhosis
Hemochromatosis
Hepatocellular 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)

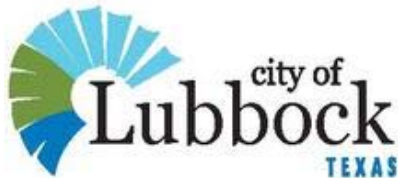
Combinations of disease types

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

6. 16.

Meeting Date: 11/20/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing and directing the Mayor to execute contract 12120, and all related documents, between the City of Lubbock Community Development Department and the U. S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG).

Item Summary

This is a renewal contract for the CDBG from HUD. The funds will be used for Public Service Activities, Non-Public Service Activities, Housing, Direct Delivery and Administration. The City Council voted and approved the use of these funds at the regularly scheduled meeting on June 26, 2014.

Fiscal Impact

There is no fiscal impact on the General Fund involved with this contract. The funds used originate from HUD. The maximum to be allocated to this grant is \$1,926,030.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - HUD

Contract - HUD

RESOLUTION

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

THAT the Mayor of the City of Lubbock and is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Contract, by and between the City of Lubbock Community Development Department and the U. S. Department of Housing and Urban Development (HUD), for the Community Development Block Grant (CDBG), and all 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 _____, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

gs/CDBG-Agrmnt Housing & Urban-HUD, CDBG.res
11.4.14

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Lubbock		3a. Grantee's 9-digit Tax ID Number: 756000590	3b. Grantee's DUNS 058213893	4. Date use of funds may begin (mm/dd/yyyy): 10/01/2014
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) P. O. Box 2000 Lubbock, TX 79457-2000		5a. Project/Grant No. 1 B-14-MC-48-0022		6a. Amount Approved \$1,926,030
		5b. Project/Grant No. 2		6b. Amount Approved
		5c. Project/Grant No. 3		6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions/addendums, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Shirley J. Henley		Grantee Name GLEN C. ROBERTSON	
Title Director, Community Planning and Development		Title MAYOR	
Signature 	Date (mm/dd/yyyy) OCT 21 2014	Signature	Date (mm/dd/yyyy) 11/20/2014

7. Category of Title I Assistance for this Funding Action (check only one) <input checked="" type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 8/15/2014	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) OCT 21 2014	
		9c. Date of Start of Program Year 10/01/2014	
11. Amount of Community Development Block Grant			
a. Funds Reserved for this Grantee		\$1,926,030	FY ()
b. Funds now being Approved			FY ()
c. Reservation to be Cancelled (11a minus 11b)			FY ()

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency
	Title
	Signature

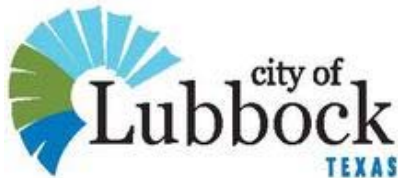
HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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ADDENDUM TO GRANT AGREEMENT FOR CDBG

- In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database which was converted to the System for Award Management (SAM), and the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and Central Contractor Registration, and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfield Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- The Grantee or a unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.



Regular City Council Meeting

6. 17.

Meeting Date: 11/20/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing and directing the Mayor to execute contract 12118, and all related documents, between the City of Lubbock Community Development Department and the U. S. Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant (ESG).

Item Summary

This is a renewal contract for the ESG from HUD. The funds will be used for Street Outreach, Emergency Shelter, Homeless Prevention, Rapid Re-housing, HMIS and Administration. The City Council voted and approved the use of these funds at the regularly scheduled meeting on June 26, 2014.

Fiscal Impact

There is no fiscal impact on the General Fund involved with this contract. The funds used originate from HUD. The maximum to be allocated to this grant is \$168,098.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - ESG

Agreement - ESG

RESOLUTION

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

THAT the Mayor of the City of Lubbock and is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Contract, by and between the City of Lubbock Community Development Department and the U. S. Department of Housing and Urban Development (HUD), for the Emergency Solutions Grant (ESG), and all 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 _____, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

gs/CDBG-Agrmnt- Housing & Urban-HUD, ESG.res
11.4.14

Funding Approval/Agreement

Emergency Solutions Grants Program
 Subtitle B of Title IV of the McKinney-Vento Homeless
 Assistance Act, 42 U.S.C. 11371 et seq.

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development

1. Recipient Name and Address

City of Lubbock
P. O. Box 2000
Lubbock, TX 79457-2000

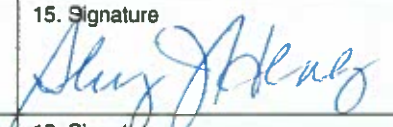
2. Grant number: **#E-14-MC-48-0007**

3. Tax Identification Number	756000590
4. DUNS Number	058213893
5. Fiscal Year (yyyy)	2014
6. Previous Obligation (Enter "0" for initial Fiscal Year allocation)	\$
7. Current Transaction (+ or -)	\$168,098
8. Revised Obligation	\$

9. Date of Start of Recipient's Program Year (mm/dd/yyyy) 10-01-2014	10. Date HUD Received Recipient's Consolidated Plan Submission (mm/dd/yyyy) AUG 15 2014	11. Date On Which Recipient May Begin Incurring Costs (the later of the dates listed in 9 and 10) (mm/dd/yyyy) 10-01-2014
--	---	---

12. Type of Agreement (check applicable box) <input checked="" type="checkbox"/> Initial Agreement (Purpose #1 – Initial Fiscal Year allocation) <input type="checkbox"/> Amendment (Purpose #2 – Deobligation of funds) <input type="checkbox"/> Amendment (Purpose #3 – Obligation of additional funds)	13. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached
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This Agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the authority of Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371 et seq.). The Recipient's Consolidated Plan submissions (including the Recipient's approved annual Action Plan and any amendments completed in accordance with 24 CFR Part 91), the Emergency Solutions Grants Program regulations at 24 CFR Part 576 (as now in effect and as may be amended from time to time), and this Agreement, including any special conditions attached to this Agreement, constitute part of this Agreement. Subject to the terms and conditions of this Agreement, HUD will make the funds for the specified Fiscal Year available to the Recipient upon execution of this Agreement by the Recipient and HUD, and the funds may be used to pay costs incurred on or after the date specified in Box 11 above. All funds for the specified Fiscal Year that HUD provides by reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent. The Recipient agrees to assume all of the responsibilities with respect to environmental review, decision making, and action required under the HUD regulations at 24 CFR Part 58. The Recipient shall also comply with the universal identifier and registration requirements at 2 CFR Part 25, Appendix A to Part 25—Award Term, except that the internet site is now located at www.sam.gov instead of www.ccr.gov. Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

14. For the U.S. Department of HUD (Name and Title of Authorized Official) Shirley J. Henley, Director of Community Planning & Development	15. Signature 	16. Date (Date of Obligation) OCT 21 2014
17. For the Recipient (Name and Title of Authorized Official) GLEN C. ROBERTSON, MAYOR	18. Signature	19. Date 11 20 / 2014

Funding Information (HUD Accounting Use Only):

PAS Code:
 Appropriation:
 Allotment:
 Program Code:
 Region:
 Office:
 Appro Symbol:

Instructions for Completing the Agreement for the Emergency Solutions Grants (ESG) Program

General Instructions: This Agreement is used for one of three purposes: (1) to make the initial obligation of ESG funds for a fiscal year and establish the terms under which the obligation is made; (2) to amend an existing Agreement to deobligate an amount of previously obligated ESG funds after a reduction by HUD; (3) to amend an existing Agreement to obligate additional ESG funds for the same fiscal year after a reallocation of funds.

- 1. Recipient Name and Address.** Enter the name of the state, territory or unit of general purpose local government, the name of the organizational unit or instrumentality designated to act on behalf of the government with respect to ESG, and the address of the organizational unit or instrumentality (or government, if no unit or instrumentality is designated).

Example (Organizational unit):

City of ABC
ABC Department of Homeless Services
Address of ABC Department of Homeless Services

Example (Instrumentality):

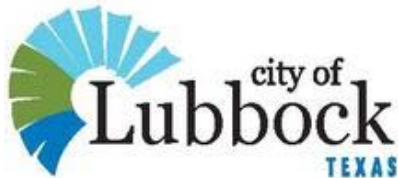
State of XYZ
XYZ Housing Finance Agency
Address of XYZ Housing Finance Agency

For HUD to recognize an instrumentality as the state for ESG: The state must submit the following to the field office: (1) The governor's written designation of the instrumentality to act on behalf of the state with respect to the Emergency Solutions Grants program; and (2) Certification by the governor of the state that the instrumentality meets each of the following criteria or evidence that otherwise shows the entity qualifies as an instrumentality of the state under its state law: (a) The entity is used for a governmental purpose and performs a governmental function; (b) The entity performs its function on behalf of the state; (c) The state has the authority to appoint members of the governing body of the entity OR the control and supervision of the entity is vested in the state government; (d) State statutory authority is needed to create and/or use the entity; and (e) No part of the net earnings inures to the benefit of any private shareholder, member or individual.

For HUD to recognize an instrumentality as the metropolitan city or urban county for ESG: The metropolitan city/urban county must submit the following to the field office: (1) The chief executive's written designation of the instrumentality to act on behalf of the metropolitan city/the urban county with respect to the Emergency Solutions Grants program; (2) Certification by the chief executive of the metropolitan city or urban county that the instrumentality is established pursuant to legislation to act on behalf of the metropolitan city/the county with regard to homeless assistance activities, but is not a public housing authority/agency; and (3) Certification by the metropolitan city or urban county (chief executive or authorized attorney for the metropolitan city or urban county) that the instrumentality meets each of the following criteria or evidence that otherwise shows the entity qualifies as an instrumentality of the metropolitan city/the county under its state or local law: (a) The entity is used for a governmental purpose and performs a governmental function; (b) The entity performs its function on behalf of the metropolitan city/the county; (c) The metropolitan city/the county has the authority to appoint members of the governing body of the entity OR the control and supervision of the entity is vested in the metropolitan city/the county; (d) State or local statutory authority is needed to create and/or use the entity; and (e) No part of the net earnings inures to the benefit of any private shareholder, member or individual.

- 2. Grant number.** Enter the recipient's grant number.
- 3. Tax Identification Number.** Enter the 9-digit Tax ID Number (TIN) for the entity whose address is in Box 1.
- 4. DUNS Number.** Enter the Dun and Bradstreet Data Universal Numbering System (DUNS) number for the entity whose address is in Box 1.
- 5. Fiscal Year.** Indicate the fiscal year (yyyy) source of funds for this transaction. Only funds from this fiscal year are to be included in this transaction. (A separate form must be completed for each fiscal year's funds.)
- 6. Previous Obligation.** Enter the total amount of funds that have been previously obligated for this recipient for this fiscal year source of funds. If this Agreement is for the recipient's initial allocation for the fiscal year (purpose #1), the amount will be "0." If this Agreement is for deobligating funds (purpose #2) or obligating additional funds for the fiscal year (purpose #3), enter the amount from Box 8 of the most recent Agreement used for ESG funds for the fiscal year identified in Box 5.
- 7. Current Transaction.** Enter the total amount of funds for this transaction. Indicate a deobligation either by placing parentheses around the amount deobligated or a minus sign before the amount de-obligated.
- 8. Revised Obligation.** Enter the total amount of funds available to the recipient after this transaction. Box 6 plus/minus Box 7.
- 9. Date of Start of Recipient's Program Year.** Enter the date (mm/dd/yyyy) on which the Recipient's Program Year begins. If this Agreement is being used for deobligating funds (purpose # 2) or obligating additional funds for the fiscal year (purpose # 3), this date must match Box 9 of the initial Agreement used for ESG funds for the fiscal year identified in Box 5.

- 10. Date HUD Received Recipient's Consolidated Plan Submission.** Enter the date (mm/dd/yyyy) on which HUD received the recipient's consolidated plan submission corresponding to the funds involved in this transaction, as described below.
For purpose #1 – Initial Fiscal Year allocation: Enter the date HUD received the recipient's annual action plan.
For purpose #2 – Deobligation of funds: Enter the date in Box 10 of the most recent Agreement used for ESG funds for the fiscal year identified in Box 5.
For purpose #3 – Obligation of additional funds: Enter the date HUD received the recipient's substantial amendment for those funds.
- 11. Date On Which Recipient May Begin Incurring Costs.** Enter the date (mm/dd/yyyy) that is the later of the date in Box 9 and the date in Box 10.
- 12. Type of Agreement.** Check Initial Agreement (Purpose #1—Initial Fiscal Year allocation), Amendment (Purpose #2 – Deobligation), or Amendment (Purpose #3 – Obligor additional funds), as applicable.
- 13. Special Conditions.** Check the appropriate box and, if applicable, attach the special conditions that are part of the Agreement.
- 14. Name and Title of HUD Official.** Enter the name and title of the HUD official who is authorized to sign the Agreement on behalf of HUD. This is usually the Field Office CPD Director.
- 15. Signature of HUD Official.** The HUD Official signs the Agreement here.
- 16. Date.** Enter the date (mm/dd/yyyy) on which the HUD Official signs the Agreement. This is the date of obligation.
- 17. Name and Title of Authorized Official for the Recipient.** Enter the name and title of the official authorized to sign on behalf of the recipient. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation by HUD (purpose #3).
- 18. Signature of Authorized Official for the Recipient.** The authorized official for the recipient signs the Agreement here. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation of funds (purpose #3).
- 19. Date.** Enter the date (mm/dd/yyyy) on which the authorized official for the recipient signs the Agreement. This item is not required if this Agreement is being used for obligating additional funds for the fiscal year after a reallocation of funds (purpose #3).



Regular City Council Meeting

6. 18.

Meeting Date: 11/20/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing and directing the Mayor to execute contract 12119, and all related documents, between the City of Lubbock Community Development Department and the U. S. Department of Housing and Urban Development (HUD) for the Home Investment Partnerships Grant (HOME).

Item Summary

This is a renewal contract for the HOME Grant from HUD. The funds will be used for Community Housing Development Operations (CHDO), CHDO Project, New Construction, Rehab/Recon and Admin. The City Council voted and approved the use of these funds at the regularly scheduled meeting on June 26, 2014.

Fiscal Impact

There is no fiscal impact on the General Fund involved with this contract. The funds used originate from the U. S. Department of Housing and Urban Development. The maximum to be allocated to this grant is \$726,758.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

[Resolution - HOME](#)

[Agreement - HOME](#)

RESOLUTION

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

THAT the Mayor of the City of Lubbock and is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Contract, by and between the City of Lubbock Community Development Department and the U. S. Department of Housing and Urban Development (HUD), for the Home Investment Partnerships Grant (HOME), and all 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 _____, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

gs/CDBG-Agrmnt Housing & Urban-HUD, HOME.res
11.4.14

**Funding Approval and HOME
Investment Partnerships Agreement**
Title II of the National Affordable Housing Act

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

The HOME statute imposes a significant number of data collection and reporting requirements. This includes information on assisted properties, on the owners or tenants of the properties, and on other programmatic areas. The information will be used: 1) to assist HOME participants in managing their programs; 2) to track performance of participants in meeting fund commitment and expenditure deadlines; 3) to permit HUD to determine whether each participant meets the HOME statutory income targeting and affordability requirements; and 4) to permit HUD to determine compliance with other statutory and regulatory program requirements. This data collection is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act or related authorities. Access to Federal grant funds is contingent on the reporting of certain project-specific data elements. Records of information collected will be maintained by the recipients of the assistance. Information on activities and expenditures of grant funds is public information and is generally available for disclosure. Recipients are responsible for ensuring confidentiality when public disclosure is not required.

1. Participant Name and Address City of Lubbock P. O. Box 2000 Lubbock, TX 79457-2000		2. Participant Number M-14-MC-48-0205	
3. Tax Identification Number 756000590		4. DUNS Number 058213893	
4. Appropriation Number 864/60205		5. FY (yyyy) 2014	
6. Previous Obligation (Enter "0" for initial FY allocation)			\$0.00
a. Formula Funds		\$	
b. Community Housing Development Org. (CHDO) Competitive		\$	
7. Current Transaction (+ or -)			\$726,758
a. Formula Funds		\$726,758	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)		\$	
b. CHDO Competitive Reallocation or Deobligation (see #18 below)		\$	
8. Revised Obligation			\$
a. Formula Funds		\$	
b. CHDO Competitive Reallocation		\$	
9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached		10. Date of Obligation (Congressional Release Date) (mm/dd/yyyy) / / OCT 21 2014	

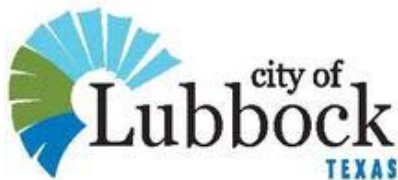
This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions*, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

11. For the U.S. Department of HUD (Name and Title of Authorized Official) Shirley J. Henley, Director, Community Planning & Development	12. Signature 	13. Date OCT, 21 2014
14. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official) GLEN C. ROBERTSON, MAYOR	15. Signature 	16. Date 11 / 20 / 2014

17. Check one:
 Initial Agreement Amendment #

18. Funding Information: **HOME**



Regular City Council Meeting

6. 19.

Meeting Date: 11/20/2014

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2014-O0157 amending Chapter 8, "Businesses and Amusements", by adding Article 8.19, "Mobile Food Vendors", to the Code of Ordinances of the City of Lubbock, Texas, to allow for and regulate mobile food vendors; requiring an inspection and permits; establishing a fee, distance requirements, and hours of operation; providing a penalty; providing a savings clause; and providing for publication.

Item Summary

On November 6, 2014, the City Council approved the first reading of the ordinance.

Summary/History introduction:

For the past several months staff has been addressing concerns regarding local mobile food vendors. Currently our local zoning ordinance does not specifically address Mobile Food Vending Units, but they have been allowed in districts which allow outside sales and displays. These areas have been limited to industrial zoning districts, which are not typically desirable locations for food sales. Spearheaded by Councilman Hernandez, City management, and staff met with a group of mobile food vendors and started creating an ordinance that would ultimately allow mobile food vendors within the City limits.

The main concern was protecting and maintaining the integrity of our current codes, as well as protecting existing brick and mortar restaurant establishments and their investments, while still allowing innovative ways to introduce new business opportunities.

Staff looked at different zoning ordinances from other cities within the State including, but not limited to Austin, Houston, Waco, Plano, College Station, San Antonio, and Abilene. Most cities were restrictive regarding these units, while others simply did not allow or want them to operate. Still others had strict guidelines, but managed to attain comprehensive requirements. The proposed ordinance takes a broad approach to regulate mobile food vendors while still addressing the multiple City departments' concerns.

Major points addressed by the proposed ordinance:

Definitions for Mobile Food Vending

Application fee of \$250.00

Annual inspections are required through the Fire and Environmental Health departments. Mobile Food Vendors shall have written permission on hand at all times from the property owner in order to conduct business on a premise.

Locations allowed: C-3, C-4, IHC, IHI, M-1, M-2, CB1, CB2, CB3, CB4, CB5, and CB6. (After careful consideration, mobile food sales were not allowed near R-1 and R-2 districts due to the intensity and hours of Mobile Food Vending Units.)

Distance from established brick and mortar restaurants will be 200 feet from the mobile food unit to front door and 200 feet separation from any residential and apartment districts.

Storage of units when not in use.

Mobile Food Vendors shall provide proper separation from property lines so not to interfere with public access (ROW), shall not block fire lanes, and shall provide trash receptacles.

Since these units are to be mobile and we want to discourage anchoring in one place, hours of operation shall be limited to 6am – 3am, and units must not be at a location longer than 4 hours.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Mobile Food Vending

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 8, "BUSINESSES AND AMUSEMENTS", BY ADDING ARTICLE 8.19, "MOBILE FOOD VENDORS", TO THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, TO ALLOW FOR AND REGULATE MOBILE FOOD VENDORS; REQUIRING AN INSPECTION AND PERMITS; ESTABLISHING A FEE, DISTANCE REQUIREMENTS, AND HOURS OF OPERATION; 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 allow for and regulate the operation of mobile food vendors and require an inspection and permits prior to them conducting business; and

WHEREAS, this new Article 8.19 does not regulate ice cream trucks as Ice Cream Sales Vehicles are currently regulated by Article 8.14 of the Code of Ordinances; NOW THEREFORE:

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

SECTION 1. THAT the Code of Ordinances, City of Lubbock, Texas, is hereby amended by adding an Article, to be numbered 8.19, which said Article reads as follows:

Section 8.19.001 Definitions

Commissary Location. An established location where food service providers can prepare and store their food, as well as a location to store a Mobile Unit while not in use.

Edible Goods. All food products designed for human consumption.

Food Service Establishment. Any business that sells edible goods from a fixed location and has been inspected and approved by the Environmental Health Department, including commercial kitchens and commissaries, and shall specifically exclude accessory or self-serve retail food sales.

Mobile. The state of being in active, but not necessarily continuous, movement; capable of being moved and not permanently fixed or placed.

Mobile Food Vendor. Any person that sells edible goods from a Mobile Unit within the City of Lubbock, except a person who has been issued a permit to operate an Ice Cream Sales Vehicle who is regulated pursuant to Article 8.14 of the Code of Ordinances of the City of Lubbock.

Mobile Unit. Means and includes:

- (1) A mobile food truck: a self-contained motorized unit from which a Mobile Food Vendor offers for sale or sells edible goods to the public;

- (2) A concession cart: a mobile vending unit that must be moved by non-motorized means from which a Mobile Food Vendor offers for sale or sells edible goods to the public; or
- (3) A concession trailer: a vending unit that is pulled by a motorized unit and has no power to move on its own from which a Mobile Food Vendor offers for sale or sells edible goods to the public.

Stationary Location. Position of the Mobile Unit when not in motion and addressing the public for the purpose of sales.

Section 8.19.002 Inspections, Permits and Fee

- (a) A Mobile Food Vendor shall complete and submit an application for a Mobile Food Vending Permit to the Director of Planning and shall complete all required inspections through the Fire Marshal's Office and the Environmental Health Department. The fee for submitting an application for a Mobile Food Vending Permit shall be \$250.00, said fee to be paid at the time the application is submitted to the Director of Planning.
- (b) A Mobile Food Vendor shall obtain: i) a Mobile Food Vending Permit issued by the Planning and Zoning Department; and ii) a Food Service Permit from the Environmental Health Department prior to conducting business in the City of Lubbock. All required inspections from the Fire Marshal's Office must be successfully completed prior to consideration and approval of a Mobile Food Vending Permit by the Planning and Zoning Department.
- (c) The Mobile Food Vending Permit issued by the Planning and Zoning Department shall be valid for one (1) year from the date of permit issuance.

Section 8.19.003 Permitted Locations

Subject to the provisions of this Article, Mobile Food Vendors shall be permitted to conduct business in the following zoning districts:

C-3, C-4, IHC, IHI, M-1, M-2, CB1, CB2, CB3, CB4, CB5, and CB6.

Section 8.19.004 Distance Regulations

- (a) A Mobile Food Vendor shall not conduct business within any residential or apartment zoning district. A Mobile Food Vendor shall not conduct business within two hundred (200) feet of the boundary line of any residential or apartment zoning district.
- (b) A Mobile Food Vendor shall not conduct business within two hundred (200) feet of the primary entrance of an open and operating Food Service Establishment.

This buffer may be reduced upon receiving written, notarized permission from the owner of said establishment.

- (c) If a new Food Service Establishment opens within the two hundred (200) foot buffer of a Mobile Food Vendor as set forth in (b) above, the Mobile Food Vendor must receive written, notarized permission from the new establishment's owner to continue operating at that location.
- (d) A Mobile Food Vendor shall not locate closer than nine (9) feet to any front property line (adjacent to any street) or any rear property line (adjacent to any alley). The Mobile Food Vendor shall not locate a Mobile Unit in such a manner or location that obstructs or causes to be obstructed the passage of any sidewalk, street or alley or any other public place, by causing people to congregate at or near the Mobile Unit.
- (e) A Mobile Food Vendor shall not locate on any private property without written permission to do so and must comply and leave the property if asked to leave by the property owner. A copy of the owner's written and notarized permission to operate in a specific location signed by the owner shall be kept within the Mobile Unit at all times.

18.09.005 Hours of Operation

No Mobile Food Vendor shall operate between the hours of 3:00 am and 6:00 am. The Mobile Unit shall be properly stored at its Commissary Location as required by Section 18.09.007 and shall not be left or stored at any alternate location.

18.09.006 Mobile Food Vendor Requirements

The following regulations shall apply to Mobile Food Vendors:

- (a) A Mobile Food Vendor shall comply with all regulations established by the Environmental Health Department and the Fire Marshal's Office and maintain compliance with all requirements with regard to permitting.
- (b) Each Mobile Unit shall be equipped with a portable trash receptacle and the Mobile Food Vendor shall be responsible for proper disposal of solid waste and waste water in compliance with the Code of Ordinances of the City of Lubbock.
- (c) No noise which is loud or noxious shall project from the Mobile Unit.
- (d) A Mobile Unit shall be parked on a properly paved surface as set forth in Section 40.01.003 (108)(A) of the Code of Ordinances of the City of Lubbock, Texas, when at a Stationary Location.
- (e) A Mobile Unit shall not block any fire lane or drive aisle.
- (f) No Mobile Unit may park on a lot without a primary structure, unless the Mobile Unit is conducting business in the Central Business District. Any parking lot in

the Central Business District occupied by a Mobile Unit shall comply with the Central Business District Design Guidelines.

- (g) A Mobile Food Vendor shall register a Commissary Location with the Environmental Health Department at which the Mobile Unit shall be stored when a Mobile Food Vendor is prohibited from conducting business as set forth in Section 18.09.005.
- (h) No Mobile Food Vendor shall conduct business in the public right of way and shall not block access to any parcel or alley, unless a proper Street Use License is approved by the City of Lubbock pursuant to Section 36.01.004 of the Code of Ordinances.
- (i) No Mobile Unit shall locate in such a manner as to cause any obstruction within a visibility triangle as set forth in Section 40.03.2196 of the Code of Ordinances.
- (j) It shall be unlawful for any person to operate as a Mobile Food Vendor without complying with the Texas Food Establishment Rules as amended from time to time.
- (k) A Mobile Unit shall be inspected by the Lubbock Fire Marshal's Office prior to the issuance of a Mobile Food Vending Permit. The inspection shall take place at the Fire Marshal's Office and shall include the following:
 - (1) A valid driver's license and current Texas Department of Public Safety License plates and State inspection sticker, except for a Concession Cart which is not required to have license plates or an inspection sticker. The Mobile Unit must be in good working order.
 - (2) A Mobile Unit must have a 2A:10B:C sized extinguisher with an annual inspection tag from a Texas licensed inspection company or a receipt indicating purchase within the past year. If frying media (grease) is used, a Class K extinguisher shall be required in the Mobile Unit. Any Mobile Unit equipped with an automatic extinguishing system shall have a current (bi-annual) inspection tag from a Texas licensed inspection company. All Mobile Units shall maintain ten (10) feet of clearance for access. Mobile Units equipped with an automatic extinguishing system shall maintain ten (10) feet of clearance from combustible structures. Mobile Units not equipped with an automatic extinguishing system that produce grease laden vapors shall maintain a fifty (50) foot distance from combustible structures or parked, unattended vehicles.
 - (3) All cooking appliances in the Mobile Unit shall be of an approved type, listed and labeled, for the use intended. Appliances shall be installed in accordance with the manufacturer's instructions. Coleman, camp stoves or the equivalent shall be prohibited. All cooking appliances shall have an approved, labeled and listed on-off valve.

(4) All propane and natural gas appliances shall be pressure tested annually and have only approved listed parts and no rubber hoses shall be allowed. All piping shall be in accordance with Natural Fire Protection Association 58 and be protected from physical damage. Mounting and placement of containers shall comply with Natural Fire Protection Association 58 and Texas Department of Transportation regulations. The capacity limit of propane and natural gas containers or cylinders shall be determined by the Fire Marshal's Office after consideration of features that secure and protect the container.

(5) Cooking surfaces in the Mobile Unit shall be kept clean of grease build-up. Trash containers and debris shall be emptied regularly. Extension cords shall not be utilized for appliances. Appliances shall be plugged directly into electrical outlets.

(6) The Fire Marshal's Office is herein authorized to conduct all inspections as necessary to determine the extent of compliance at any time.

18.09.007 Commissary Location

- (a) Any Mobile Unit stored on a commercial lot shall be entirely enclosed within a building, or hidden from view behind the primary structure.
- (b) Any Mobile Unit stored in a residential area shall comply with the Code of Ordinances of the City of Lubbock as to the recreational vehicle standards for storage.

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

SECTION 3. THAT should any paragraph, 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 4. THAT the City Secretary of the City of Lubbock, Texas, is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative means of publication provided by law.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Victor Hernandez, City Councilman, District 1



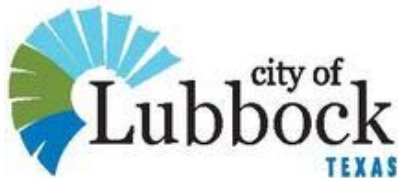
Jeff Giffith, City Councilman, District 3

APPROVED AS TO FORM:



Chad Weaver, City Attorney





Regular City Council Meeting

7. 1.

Meeting Date: 11/20/2014

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2014-O0147 for annexation from SWLLD, LLC to annex a parcel approximately 206 acres (in Block AK Section 9) adjacent to the city limits south of 130th Street (FM 1585) west of Frankford Avenue.

Item Summary

On October 23, 2014, the City Council approved the first reading of the ordinance.

The petition was submitted to the Planning Department in proper form on the 12th day of August 2014. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting. The area petitioned for annexation is planned to be primarily residential development. The proposed land uses are mostly consistent with the Comprehensive Land Use Plan (CLUP).

As a petition annexation, the City may only annex the land owned by the petitioner. In the case of this petition, SWLLD, LLC owns the land up to Frankford Avenue for portions of the tract along the east side, and to a future Iola Avenue on the west. This scenario sets up thoroughfares to be split between the City and the County. The City will only be able to establish zoning and development standards on the City side of the street.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Annexation - 206.00 acres

Petition - 206.00 acres

Annexation Service Plan 206 acres

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF SPARSELY OCCUPIED LAND TO THE CITY OF LUBBOCK, TEXAS, UPON PETITION OF AREA LANDOWNERS, WHICH AREA IS DESCRIBED HEREIN AND IS LESS THAN ONE-HALF MILE IN WIDTH, CONTAINS FEWER THAN THREE QUALIFIED VOTERS, AND IS CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; ADOPTING A SERVICE PLAN; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock on September 11, 2014, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Local Government Code; and

WHEREAS, the City Council of the City of Lubbock deemed it to be in the best interest of the citizens of the City of Lubbock to grant said petition for annexation; and

WHEREAS, the City Council of the City of Lubbock hereby annexes said sparsely occupied area into the City of Lubbock as requested by the land owners of said area; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described containing approximately 206.00 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit A, which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

A 206.00 acre tract of land located in Section 9, Block AK, Lubbock County, Texas, being further described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 3. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 4. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 5. 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 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.
Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

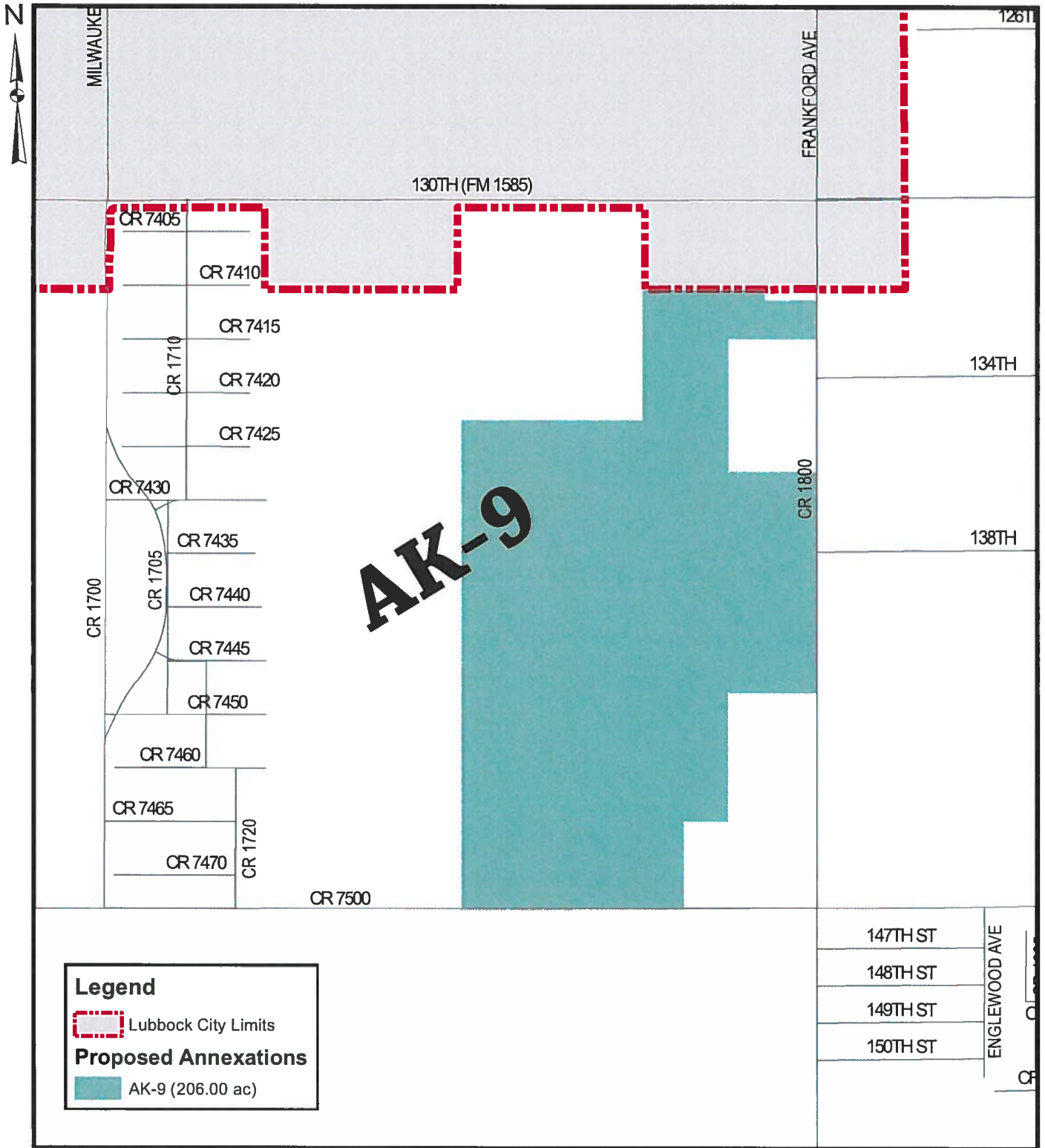
APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw:ccdoks/Ord.Annex-Section 9, Block AK
October 9, 2014

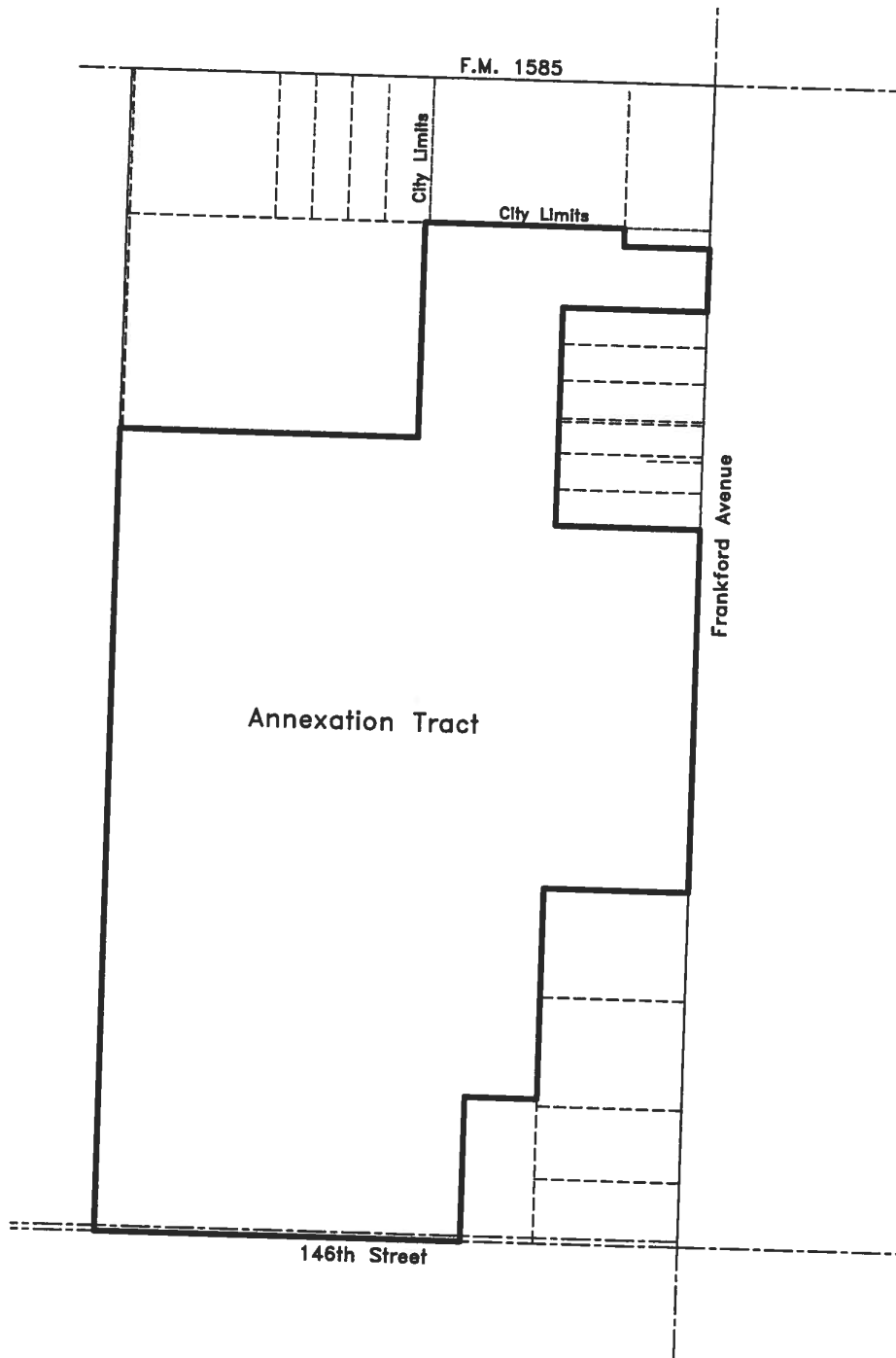
Proposed Annexation in Section 9, Block AK



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Annexation Map Section 9, Block AK
 F.M. 1585 and Frankford Avenue



August 7, 2014
 Scale 1" = 800'

	ABACUS ENGINEERING SURVEYING
	2737 81st Street LUBBOCK, TEXAS
	806-745-7670
<i>Count on It</i>	TEXAS SURVEYING FIRM NO. 101153-00 TEXAS ENGINEERING FIRM NO. 4368

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

SWLLD, LLC

By: [Signature]
Thomas K. Payne, Manager

First Bank & Trust

By: [Signature]

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 4 day of August, 2014, by Thomas K. Payne on behalf of SWLLD, LLC.



[Signature]
Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

STATE OF TEXAS

COUNTY OF LUBBOCK

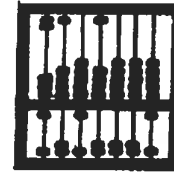
This instrument was acknowledged before me on the 4 day of August, 2014, by Marilyn Dixon, VP on behalf of First Bank & Trust.



[Signature]
Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



FIELD NOTES on a 206 Acre Tract out of the East Half (E/2) of Section 9, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point in the center of County Road 1800 (Frankford Avenue) for the most Easterly Northeast corner of this tract having Texas North Central Zone coordinates of North: 7236355.94, East: 919878.39 from which a railroad spike accepted as the Northeast corner of Section 9 having Texas North Central Zone coordinates of North: 7237098.85, East: 919902.84 bears N 01°53'08" E (Texas North Central Zone Bearing Basis), 743.51 feet;

THENCE S 01°53'08" W, with the East line of Section 9 and the center of County Road 1800, a distance of 284.85 feet to the Northeast corner of the tract described as Tract One in Volume 3244, Page 193, Lubbock County Real Property Records (LCRPR);

THENCE N 88°07'46" W, along the North line of said Tract One, and the North line of the tract described as Tract Two in Volume 3244, Page 193, LCRPR, at 50.08 feet pass a found 1/2" rod, in all, 660.22 feet to a found 5/8" iron pipe for the Northwest corner of said Tract Two and a corner of this tract;

THENCE S 01°47'49" W, along the West line of said Tract Two, 165.14 feet to a found 1/2" rod for the Southwest corner of said Tract Two;

THENCE S 01° 54' 18" W, along the West line of the tract described in Lubbock County Clerk File # 2012034971, 164.80 feet to a found 1/2" rod for the Southwest corner of the tract described in County Clerk File # 2012034791 and the Northwest corner of the tract described in Volume 10381, Page 348, Lubbock County Official Public Records (LCOPR) for a corner of this tract;

THENCE S 01° 55' 25" W, along the West line of the tracts described in Volume 10381, Page 348, LCOPR, Volume 1982, Page 471, Lubbock County Deed Records (LCDR), Volume 4905, Page 96, LCRPR, and Volume 9215, Page 202, LCOPR, 659.98 feet to a found 1/2" rod with cap (Telford) for the Southwest corner of the tract described in Volume 9215, Page 202, LCOPR and a corner of this tract;

THENCE S 88°07'02" E, with the South line of the tract described in Volume 9215, Page 202, LCOPR at 610.16 feet pass a found 1/2" square pipe, in all 660.46 feet to a point in the East line of Section 9 and the center of County Road 1800 for a corner of this tract;

THENCE S 01°53'08" W, with the East line of Section 9 and County Road 1800, a distance of 1650.17 feet to the Northeast corner of the tract described in Volume 1361, Page 519, LCDR for a corner of this tract;

THENCE N 88°06'47" W, with the North line of the tract described in Volume 1361, Page 519, LCDR, at 47.2 feet pass a steel post, at 50.22 feet pass a found 1/2" iron rod, in all 660.18 feet to a found 1/2" iron rod at the Northwest corner of the tract described in Volume 1361, Page 519, LCDR and a corner of this tract;

THENCE S 01°52'42" W, with the West line of the tracts described in Volume 1361, Page 519, LCDR, and Volume 1642, Page 788, LCDR, 957.57 feet to a set 1/2" rod with stainless steel cap at the Northeast corner of the tract described as TRACT 3 in Volume 4819, Page 269 LCRPR for a corner of this tract;

THENCE N 88°06'43" W, with the North line of the tracts described in Volume 4819, Page 269 LCRPR, 329.93 feet to a found railroad spike for the Northwest corner of the tract described as TRACT 1 in in Volume 4819, Page 269 LCRPR for a corner of this tract;

THENCE S 01°53'35" W, at 631.71 feet pass a set 1/2" rod with stainless steel cap, in all 656.71 feet to a point in the South line of Section 9 whence a found 3/8" rod bears South 4.2 feet;

THENCE N 88°18'08" W, with the South line of Section 9 and a graded county road, 1659.89 feet to a found 1/2" rod for the Southeast corner of the tract described as Tract II in Volume 9127, Page 100 LCOPR and the Southwest corner of the tract described in Volume 6999, Page 175, LCRPR for the Southwest corner of this tract;

THENCE N 01°50'38" E, along the East line of said Tract II, and the West line of tract described in Volume 6999, Page 175, LCRPR at 25 feet pass a found rod with cap (R.L. Smith), in all 3648.05 feet to a found rod with cap (R.L. Smith) for a corner of this tract;

THENCE S 88°12'27" E, at 12.16 feet pass a found 1/2" rod at the Northeast corner of the tract described in Volume 6999, Page 175, LCRPR and the Southwest corner of the 30 acre tract described in Volume 1739, Page 786, LCDR, in all 1352.34 feet to a found 1/2" rod for the Southeast corner of the 30 acre tract and a corner of this tract;

THENCE N 01°52'53" E, 975.62 feet to a found 1/2" rod for the Northeast corner of the 30 acre tract and a corner of this tract;

THENCE S 88°12'48" E, with the South line of the tracts described in Volume 1609, Page 691, Volume 1691, Page 697 and Volume 1609, Page 695, LCDR, and 660 feet South of the North line of Section 9, and along the South City Limits line as established by City of Lubbock Ordinance Number 2008-00104, a distance of 910.22 feet to a found 5/8" iron pipe for the Southeast corner of the tract described in Volume 1609, Page 695, LCDR for a corner of this tract;

THENCE S 01°48'11" W, with the West line of the tract described in Lubbock County Clerk File 2009029984, a distance of 83.37 feet to a found 1/2" rod with orange cap marked RPLS 4460 at the Southwest corner of the tract described in Lubbock County Clerk File 2009029984 for a corner of this tract;

THENCE S 88°13'03" E, with the South line of the tract described in Lubbock County Clerk File 2009029984, at 340.01 feet pass a found 1/2" rod with orange cap, in all 390.01 feet to the PLACE of BEGINNING.

These Notes are based on a survey made on the ground.

J. M. Cieszinski RPLS # 4460

May 21, 2013(Revised September 15, 2014)

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No.19, located at 5826 98th St. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office. However, upon annexation, the City of Lubbock Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Lubbock.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The _____ County Health Department will implement the enforcement of the City of Lubbock's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Health Department Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will maintain stormwater drainage patterns through either surface or subsurface measures at their own expense. Appropriate easements will be dedicated to the City as necessary and as required. Drainage analyses will be reviewed for compliance and construction measures will be inspected by the stormwater staff. Compliance with the City's Municipal Storm Sewer System permit from the state will be evaluated as an ongoing process for all new development areas. The City will enforce the drainage, construction, and stormwater policies through inspections and plan reviews.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Traffic Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

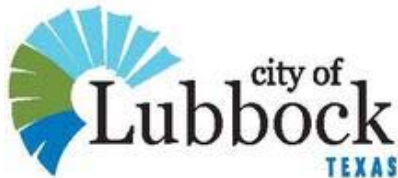
SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. The landfill will be able to handle this request. The only impact would be that the City could be required to develop the next landfill cell sooner.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas.



Regular City Council Meeting

7. 2.

Meeting Date: 11/20/2014

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2014-O0148 for annexation from 1585 Development, LLC, W.D. Vardeman, Raymond Dean Vardeman, Wendell Keith Vardeman, and Holly Joy Vardeman Schellhase to annex a parcel approximately 287.318 acres (in Block AK Section 1) adjacent to the city limits south of 130th Street (FM 1585) east of Indiana Avenue.

Item Summary

On October 23, 2014, the City Council approved the first reading of the ordinance.

The petition was submitted to the Planning Department in proper form on the 12th day of August 2014. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting. The area petitioned for annexation is planned to be primarily residential development. The proposed land uses are mostly consistent with the Comprehensive Land Use Plan (CLUP).

As a petition annexation, the City may only annex the land owned by the petitioner. In the case of this petition, 1585 Development, LLC, W.D. Vardeman, Raymond Dean Vardeman, Wendell Keith Vardeman, and Holly Joy Vardeman Schellhase own the land up to University Avenue on the east and FM 1585 on the north. This scenario sets up a portion of the thoroughfares to be split between the City and the County. The City will only be able to establish zoning and development standards on the City side of the street.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Annexation - 287.318 acres

Petition - 287.318

Annexation Service Plan 287.318 acres

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF SPARSELY OCCUPIED LAND TO THE CITY OF LUBBOCK, TEXAS, UPON PETITION OF AREA LANDOWNERS, WHICH AREA IS DESCRIBED HEREIN AND IS LESS THAN ONE-HALF MILE IN WIDTH, CONTAINS FEWER THAN THREE QUALIFIED VOTERS, AND IS CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; ADOPTING A SERVICE PLAN; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock on September 11, 2014, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Local Government Code; and

WHEREAS, the City Council of the City of Lubbock deemed it to be in the best interest of the citizens of the City of Lubbock to grant said petition for annexation; and

WHEREAS, the City Council of the City of Lubbock hereby annexes said sparsely occupied area into the City of Lubbock as requested by the land owners of said area; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described containing approximately 287.318 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit A, which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

A 287.318 acre tract of land located in Section 1, Block AK, Lubbock County, Texas, being further described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 3. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 4. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 5. 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 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.
Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

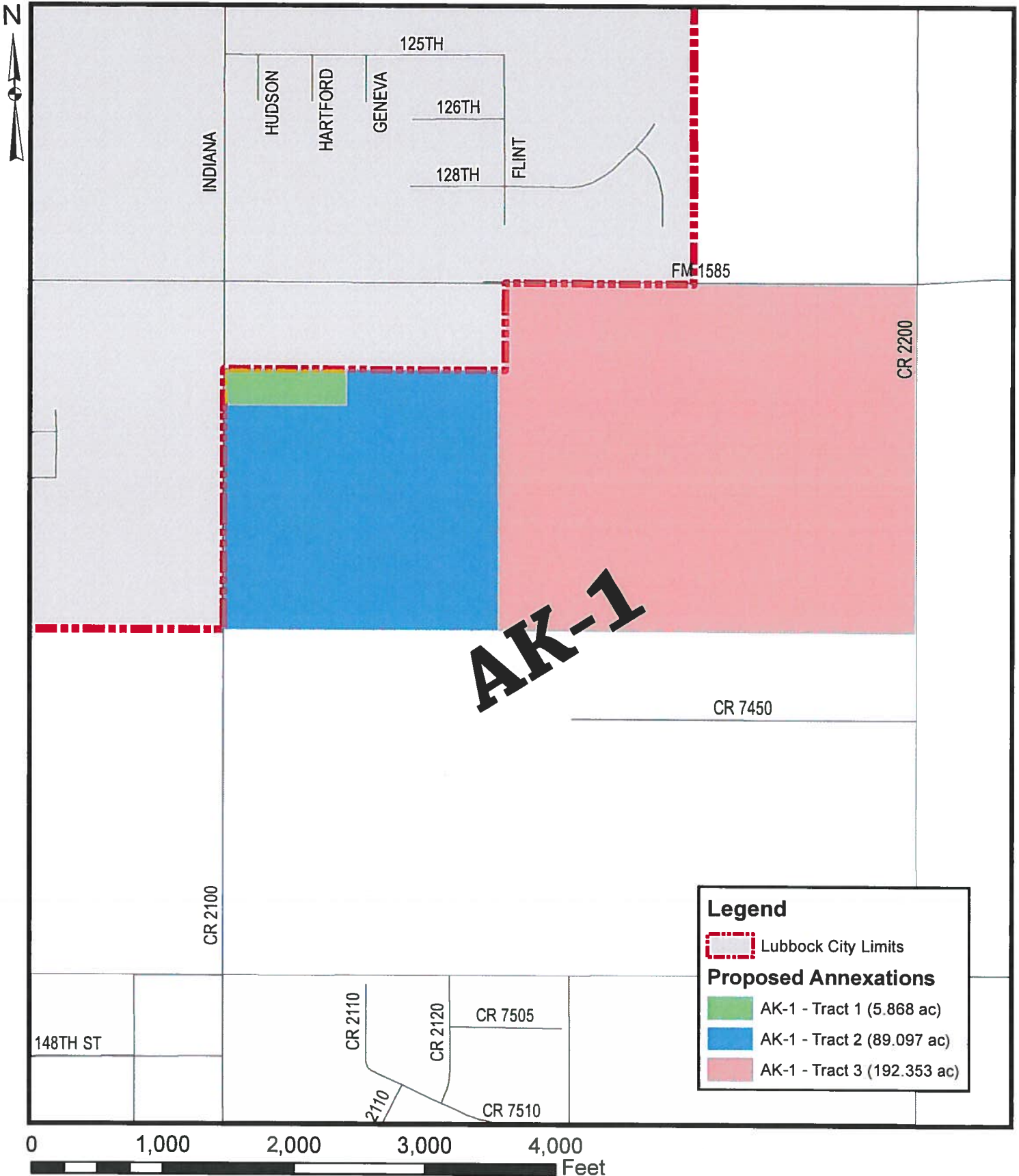
APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw:ccdoks/Ord.Annex-Section 1, Block AK
October 9, 2014

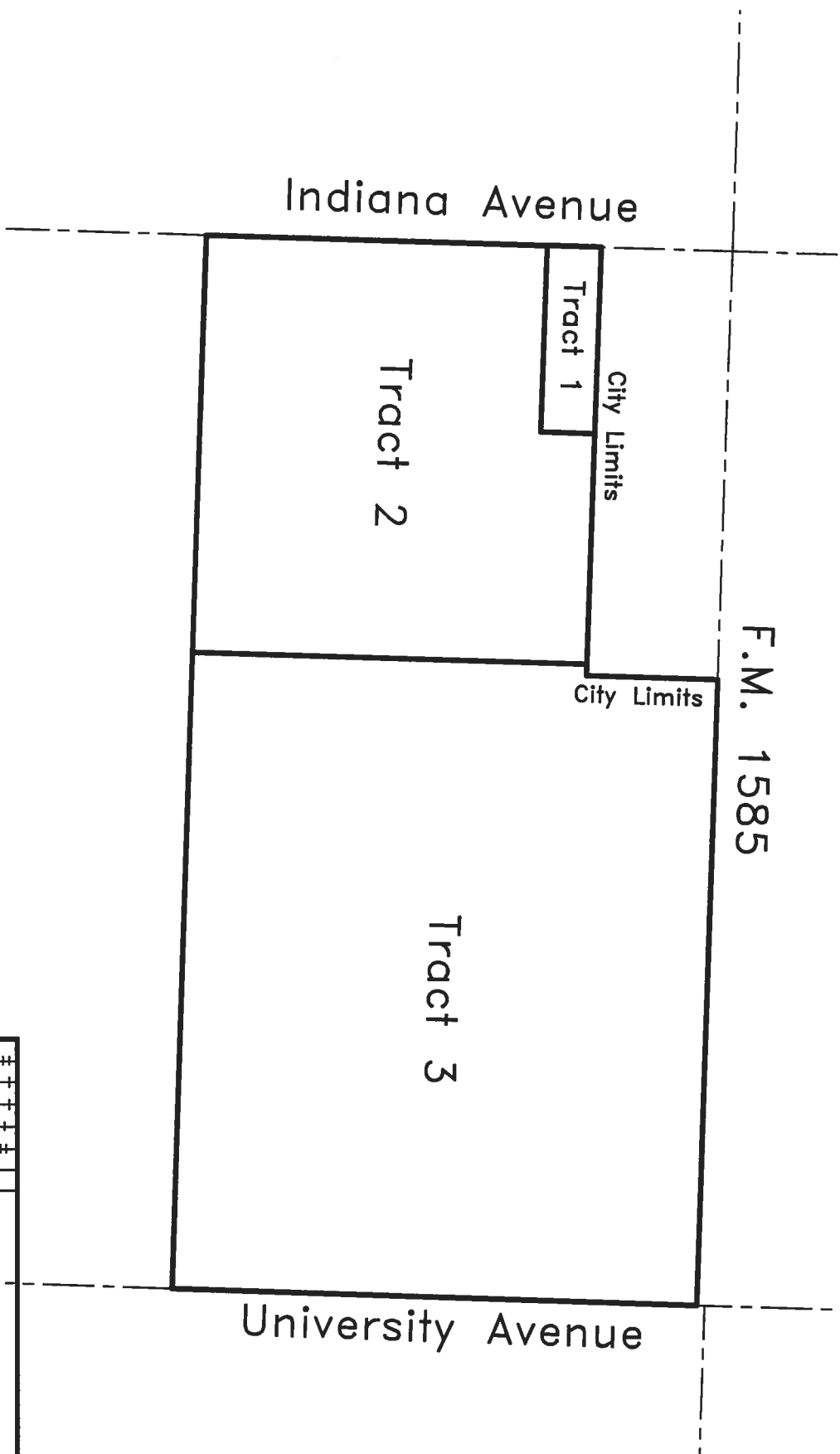
Proposed Annexations in Section 1, Block AK



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Annexation Key Map

Section 1, Block AK, F.M. 1585 From
University to Indiana



August 7, 2014
Scale: 1"=800'

Count on It		ABACUS ENGINEERING SURVEYING 2737 81st Street LUBBOCK, TEXAS 806-745-7670

TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

1585 Development, LLC

By: [Signature]
Thomas K. Payne, Manager

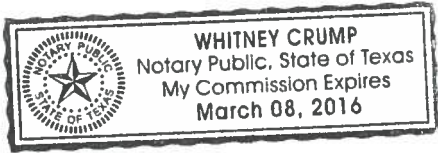
Happy State Bank

By: [Signature]

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 5th day of August, 2014, by Thomas K. Payne on behalf of 1585 Development, LLC.

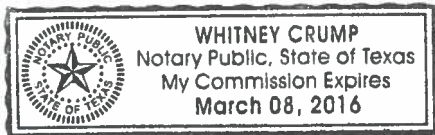


Whitney Crump
Notary Public in and for
The State of Texas
My Commission Expires: March 8, 2016

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 5th day of August, 2014, by Bud Holmes on behalf of Happy State Bank.

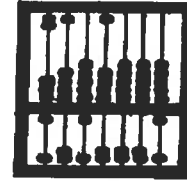


Whitney Crump
Notary Public in and for
The State of Texas
My Commission Expires: March 8, 2016

ABACUS

ENGINEERING
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 2

METES AND BOUNDS description prepared for Annexation purposes only on an 89.097 acre tract out of Section 1, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a found 1" square pipe accepted as the Southwest corner of the North Half of Section 1 having Texas North Central Zone Coordinates (NAD 83, 2011, Epoch 2010.0000) of North 7234023.08, East 935657.16 for the Southwest corner of this tract;

THENCE N 01°46'06" E(Texas North Central Zone Bearing Basis), with the West line of Section 1 and in Indiana Avenue, along existing city limits established by City of Lubbock Ordinance Number 2008-O0085, 1707.53 feet to the Southwest corner of a 20.027 acre tract;

THENCE S 88°02'16" E, with the South line of the 20.027 acre tract, at 35.92 feet pass a set 1/2" rod with steel cap marked Abacus Engineering RPLS 4460(hereinafter called Abacus Cap), in all 934.00 feet to a set Abacus Cap for a corner of this tract;

THENCE N 01°46'06" E, with the East line of the 20.027 acre tract, 274 feet to the Northerly Northwest corner of this tract being in the existing Lubbock City Limits Line as established in City of Lubbock Ordinance Number 2006-O0121;

THENCE S 88°02'16" E, with the existing Lubbock City Limits Line as established in City of Lubbock Ordinance Number 2006-O0121;a distance of 1156.45 feet to the Northeast corner of this tract;

THENCE S 01°46'06" W, with the East line of a 106.554 acre tract 1978.55 feet to a set Abacus Cap in the South line of the North Half of Section 1 for the Southeast corner of this tract;

THENCE N 88°07'10" W, with the South line of the North Half of Section 1, a distance of 2090.44 feet to the PLACE of BEGINNING and containing 89.097 acres.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

By: W. D. Vardeman
W. D. Vardeman

By: Raymond Dean Vardeman
Raymond Dean Vardeman

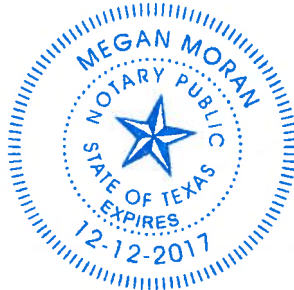
By: Wendell Keith Vardeman
Wendell Keith Vardeman

By: Holly Joy Vardeman Schellhase
Holly Joy Vardeman Schellhase

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 8 day of August, 2014, by W. D. Vardeman.

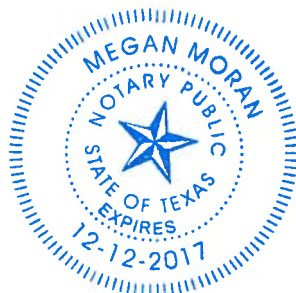


Megan Moran
Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 8 day of August, 2014, by Raymond Dean Vardeman.

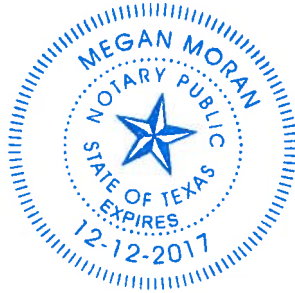


Megan Moran
Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 8 day of August, 2014, by Wendell Keith Vardeman.



Megan Moran

Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 8 day of August, 2014, by Holly Joy Vardeman Schellhase.



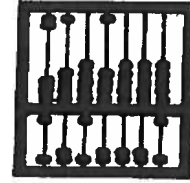
Megan Moran

Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

ABACUS

ENGINEERING
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 1

METES AND BOUNDS description prepared for Annexation purposes only on a 5.868 acre tract out of Section 1, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

COMMENCING at a found nail and washer(Hugo Reed) in the center of F.M. 1585 and Indiana Avenue accepted as the Northwest corner of Section 1, Block AK having Texas North Central Zone Coordinates (NAD 83, 2011, Epoch 2010.0000) of North 7236662.68, East 935738.64 for the Northwest corner of this tract;

THENCE S 88°02'16" E(Texas North Central Zone Bearing Basis), with the North line of Section 1 and the center of F.M. 1585, a distance of 934.00 feet;

THENCE S 01°46'06" W, with a Westerly line of a 106.669 acre tract at 40 feet pass a set 1/2" rod with steel cap marked Abacus Engineering RPLS 4460, in all 660.00 feet to the Northeast and beginning point of this tract;

THENCE S 01° 46'06" W, a distance of 274 feet, to the Southeast corner of this tract

THENCE N 88°02'16" W, with a Northerly line of the 106.669 acre tract, at 888.08 feet pass a set 1/2" rod with steel cap marked Abacus Engineering RPLS 4460, in all 934.00 feet to the Southwest corner of this tract;

THENCE N 01°46'06" E, with the West line of Section 1 and in Indiana Avenue, 274.00 feet to a point in the existing Lubbock City Limits Line as established in City of Lubbock Ordinance Number 2005-00085;

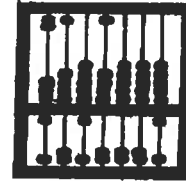
THENCE S 88°02'16" E, with the existing Lubbock City Limits Line as established in City of Lubbock Ordinance Number 2005-O0067 and Ordinance Number 2006-O0121; a distance of 934 feet to the PLACE of BEGINNING containing 5.868 Acres.

PREPARED FOR ANNEXATION 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

METES & BOUNDS description prepared for Annexation purposes only on a 192.353 acre tract out of Section 1, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a point in the North line of Section 1 for the Northwest corner of this tract from which a found nail and washer (Hugo Reed) in the center of F.M. 1585 and Indiana Avenue accepted as the Northwest corner of Section 1, Block AK having Texas North Central Zone Coordinates (NAD 83, 2011, Epoch 2010.0000) of North 7236662.68, East 935738.64 bears N 88°02'16" W (Texas North Central Zone Bearing Basis), 2147 feet;

THENCE S 88°02'16" E, with the North line of Section 1 and the center of F.M. 1585, a distance of 3139.98 feet to the Northeast corner of this tract and along existing City Limits as established by City of Lubbock Ordinance Number 2013-00075;

THENCE S 01°51'21" W, with the East line of Section 1 and the center of County Road 2200, a distance of 2633.43 feet to a found railroad spike accepted as the Southeast corner of the North Half of Section 1 and the Southeast corner of this tract;

THENCE N 88°07'53" W, with the South line of the North Half of Section 1, at 40 feet pass a set 1/2" rod with steel cap marked Abacus Engineering RPLS 4460, in all a distance of 2641.30 feet;

THENCE N 88°07'10" W, a distance of 551.19 feet;

THENCE N 01°46'06" E, a distance of 1978.55 feet to a point in the existing Lubbock City Limits Line as established in City of Lubbock Ordinance Number 2006-00121;

THENCE S 88°02'16" E, with the existing Lubbock City Limits Line as established in City of Lubbock Ordinance Number 2006-00121, a distance of 56.55 feet;

THENCE N 01°46'06" E, with the existing Lubbock City Limits Line as established in City of Lubbock Ordinance Number 2006-00121, a distance of 660 feet to the PLACE of BEGINNING.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 16, located at 4030 114th St. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office. However, upon annexation, the City of Lubbock Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Lubbock.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The _____ County Health Department will implement the enforcement of the City of Lubbock's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Health Department Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will maintain stormwater drainage patterns through either surface or subsurface measures at their own expense. Appropriate easements will be dedicated to the City as necessary and as required. Drainage analyses will be reviewed for compliance and construction measures will be inspected by the stormwater staff. Compliance with the City's Municipal Storm Sewer System permit from the state will be evaluated as an ongoing process for all new development areas. The City will enforce the drainage, construction, and stormwater policies through inspections and plan reviews.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Traffic Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

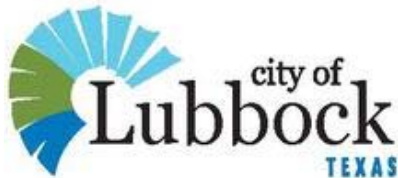
SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. The landfill will be able to handle this request. The only impact would be that the City could be required to develop the next landfill cell sooner.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas.



Regular City Council Meeting

7.3.

Meeting Date: 11/20/2014

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2014-O0149 for annexation from Slide & 1585, LLC, Capricho Interiors, LLC, JJ Miller Enterprises, LLC, and Cash Register Services, Inc, to annex a parcel approximately 187.275 acres (in Block AK Section 8) adjacent to the city limits south of 130th Street (FM 1585) west of FM 1730 (Slide Road).

Item Summary

On October 23, 2014, the City Council approved the first reading of the ordinance.

The petition was submitted to the Planning Department in proper form on the 12th day of August 2014. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting. The area petitioned for annexation is planned to be primarily residential development. The proposed land uses are mostly consistent with the Comprehensive Land Use Plan (CLUP).

As a petition annexation, the City may only annex the land owned by the petitioner. In the case of this petition, Slide & 1585, LLC, Capricho Interiors, LLC, JJ Miller Enterprises, LLC, and Cash Register Services, Inc owns the land up to centerline of Slide Road and west to the centerline of Chicago Avenue. This scenario sets up thoroughfares to be split between the City and the County. The City will only be able to establish zoning and development standards on the City side of the street.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Annexation - 187.275 acres

Petition - 187.275 acres

Annexation Service Plan 187.275 acres

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF SPARSELY OCCUPIED LAND TO THE CITY OF LUBBOCK, TEXAS, UPON PETITION OF AREA LANDOWNERS, WHICH AREA IS DESCRIBED HEREIN AND IS LESS THAN ONE-HALF MILE IN WIDTH, CONTAINS FEWER THAN THREE QUALIFIED VOTERS, AND IS CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; ADOPTING A SERVICE PLAN; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock on September 11, 2014, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Local Government Code; and

WHEREAS, the City Council of the City of Lubbock deemed it to be in the best interest of the citizens of the City of Lubbock to grant said petition for annexation; and

WHEREAS, the City Council of the City of Lubbock hereby annexes said sparsely occupied area into the City of Lubbock as requested by the land owners of said area; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described containing approximately 187.275 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit A, which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

A 187.275 acre tract of land located in Section 8, Block AK, Lubbock County, Texas, being further described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 3. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 4. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 5. 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 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.
Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

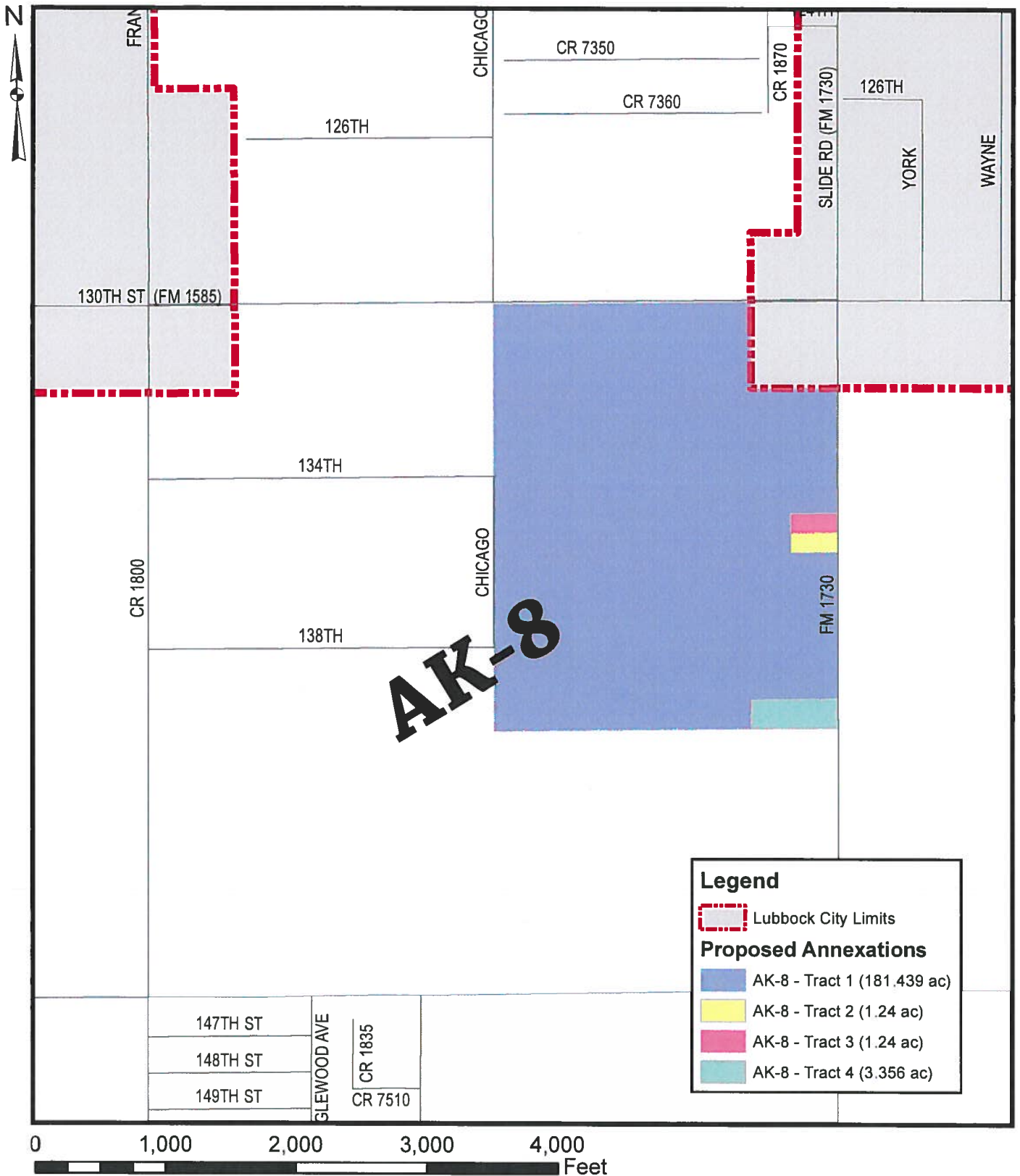
APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw:ccdocs/Ord.Annex-Section 8, Block AK
October 9, 2014

Proposed Annexations in Section 8, Block AK

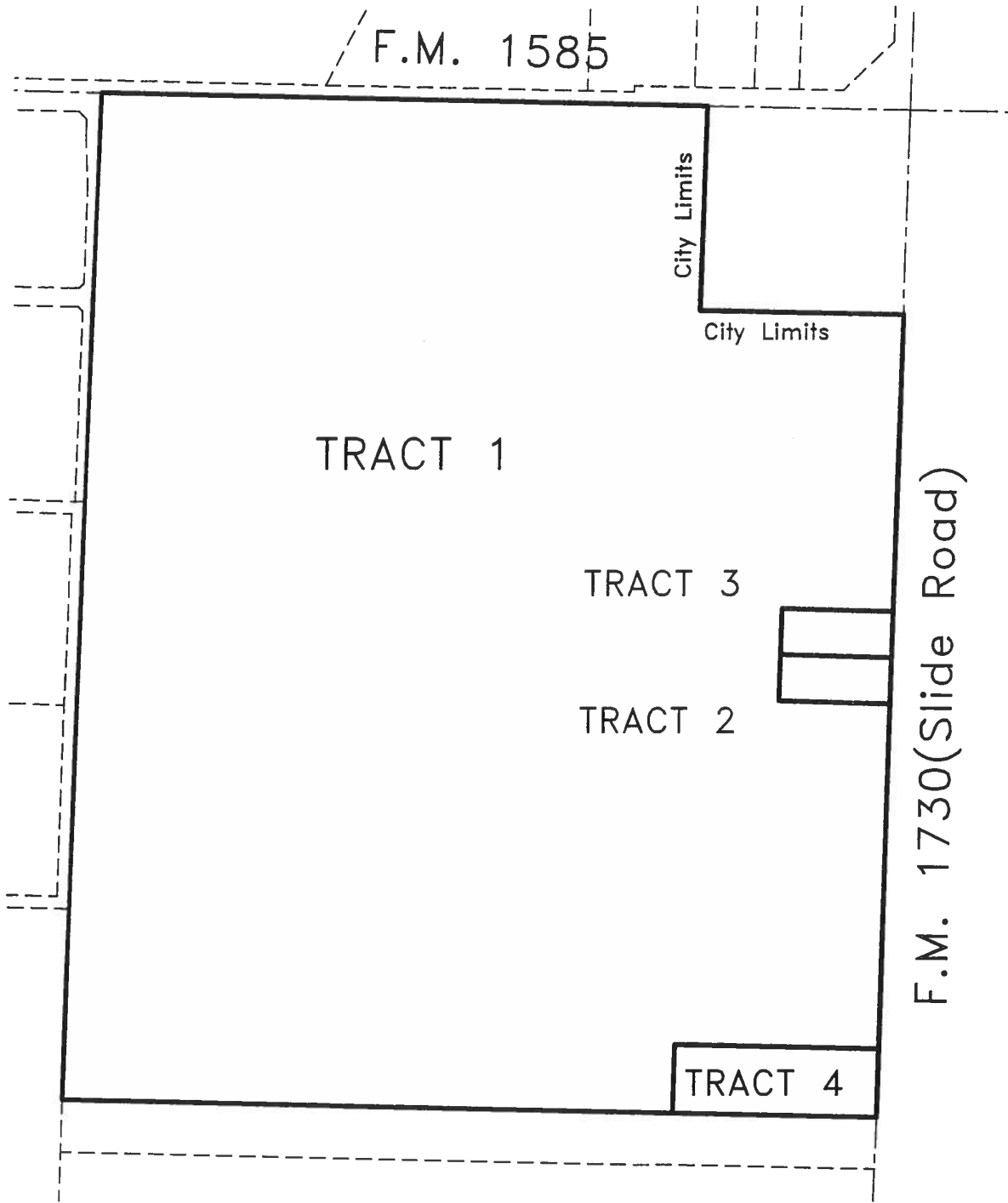


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Annexation Key Section 8, Block AK
F.M. 1585 and Slide Road

F.M. 1585



TRACT 1

TRACT 3

TRACT 2

TRACT 4

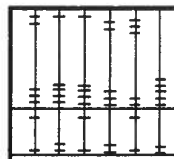
F.M. 1730(Slide Road)

City Limits

City Limits

August 7, 2014

Scale 1" = 500'



ABACUS ENGINEERING SURVEYING

2737 81st Street

LUBBOCK, TEXAS

806-745-7670

Count on It

TEXAS SURVEYING FIRM NO. 101153-00

TEXAS ENGINEERING FIRM NO. 4368

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Slide & 1585, LLC

By: [Signature]
Thomas K. Payne, Manager

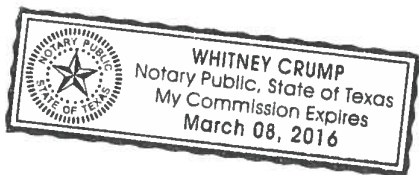
Happy State Bank

By: [Signature]
Jay C House, SVP

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 4th day of August, 2014, by Thomas K. Payne on behalf of Slide & 1585, LLC.



Whitney Crump
Notary Public in and for
The State of Texas
My Commission Expires: March 8, 2016

STATE OF TEXAS

COUNTY OF LUBBOCK

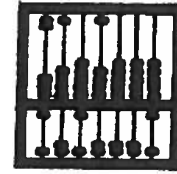
This instrument was acknowledged before me on the 4th day of August, 2014, by Jay House, SVP on behalf of Happy State Bank.



Whitney Crump
Notary Public in and for
The State of Texas
My Commission Expires: March 8, 2016

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



Tract 1

BEGINNING at the most Easterly Southeast corner of this tract which bears S 01°42'47" W, 3035.54 feet from a the Northeast corner of Section 8, Block AK;

THENCE N 88°50'13" W, 660.09 feet to a corner of this tract;

THENCE S 01°42'48" W, 221.49 feet to a corner of this tract;

THENCE N 88°50'13" W, 1981.04 feet to a corner of this tract;

THENCE N 01°48'18" E, 3257.24 feet to a corner of this tract;

THENCE S 88°50'00" E, 1975.70 feet to a point in the existing city limits as established in City of Lubbock Ordinance Number 2005-O0067 for a corner of this tract;

THENCE S 01°42'47" W with the existing city limits line, as established in City of Lubbock Ordinance Number 2005-O0067 a distance of 660 feet to a corner of this tract;

THENCE S 88°50'00" E with the existing city limits line, as established in City of Lubbock Ordinance Number 2005-O0067 a distance of 660 feet to a corner of this tract;

THENCE S 01°42'47" W, 959.07 feet to a corner of this tract;

THENCE N 88°17'12" W, 360.00 feet to a corner of this tract;

THENCE S 01°42'47" W, 300.00 feet to a corner of this tract;

THENCE S 88°17'12" E, 360.00 feet to a corner of this tract;

THENCE S 01°42'47" W, 1116.27 feet to the PLACE of BEGINNING, containing 181.439 Acres.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Capricho Interiors, LLC

By: [Signature]
James Blakeley, Manager

By: [Signature]
Maria Blakeley, Manager

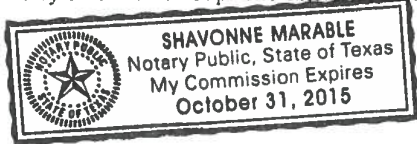
Vista Bank

By: [Signature]
Landon Willess, VP

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 10th day of August, 2014, by James and Maria Blakeley on behalf of Capricho Interiors, LLC.



[Signature]
Notary Public in and for
The State of Texas
My Commission Expires: 10-31-15

STATE OF TEXAS

COUNTY OF LUBBOCK

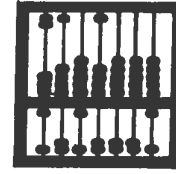
This instrument was acknowledged before me on the 10th day of August, 2014, by Landon Willess on behalf of Vista Bank.



[Signature]
Notary Public in and for
The State of Texas
My Commission Expires: 10-31-15

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 2

FIELD NOTES on a 1.240 Acre Tract out of Section 8, Block AK, Lubbock County, Texas being further described by metes and bounds as follows:

BEGINNING at a point in the East line of Section 8 and in F.M. 1730 (Slide Road) for the Northeast corner of this tract whence a found cotton spindle with head broken off set by Hugo Reed and Associates at the intersection of F.M. 1585 and F.M. 1730 for the Northeast corner of Section 8, Block AK bears N 01°42'50" E (Texas North Central Zone Bearing Basis), 1769.27 feet;

THENCE S 01°42'50" W, with the East line of Section 8 and F.M. 1730, 150.0 feet to a point in F.M. 1730 for the Southeast corner of this tract;

THENCE N 88°17'12" W, at 40.0 feet pass a set 1/2" rod with orange cap marked RPLS 4460 in the West Right of Way line of F.M. 1730, in all 360.0 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Southwest corner of this tract;

THENCE N 01°42'50" E, 150.0 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Northwest corner of this tract;

THENCE S 88°17'12" E, at 320.0 feet pass a set 1/2" rod with orange cap marked RPLS 4460 in the West Right of Way line of F.M. 1730, in all 360.0 to the Place of Beginning and containing 1.240 Acres including any Right of Way.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

JJ Miller Enterprises, LLC

By: Erica Miller
Erica Miller, Manager

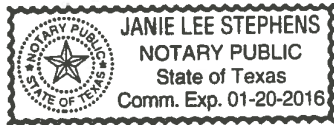
Southwest Bank

By: Jon Stephens

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 11th day of August, 2014, by Erica Miller on behalf of JJ Miller Enterprises, LLC.

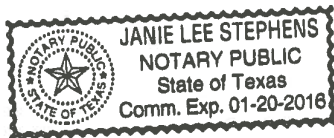


Janie Lee Stephens
Notary Public in and for
The State of Texas
My Commission Expires: 01-20-2016

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 11th day of August, 2014, by Jon M. Stephens on behalf of Southwest Bank.

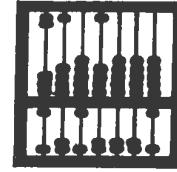


Janie Lee Stephens
Notary Public in and for
The State of Texas
My Commission Expires: 01-20-2016

ABACUS

ENGINEERING
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 3

FIELD NOTES on a 1.240 Acre Tract out of Section 8, Block AK, Lubbock County, Texas being further described by metes and bounds as follows:

BEGINNING at a point in the East line of Section 8 and in F.M. 1730 (Slide Road) for the Northeast corner of this tract whence a found cotton spindle with head broken off set by Hugo Reed and Associates at the intersection of F.M. 1585 and F.M. 1730 for the Northeast corner of Section 8, Block AK bears N 01°42'50" E (Texas North Central Zone Bearing Basis), 1619.27 feet;

THENCE S 01°42'50" W, with the East line of Section 8 and F.M. 1730, 150.0 feet to a point in F.M. 1730 for the Southeast corner of this tract;

THENCE N 88°17'12" W, at 40.0 feet pass a set 1/2" rod with orange cap marked RPLS 4460 in the West Right of Way line of F.M. 1730, in all 360.0 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Southwest corner of this tract;

THENCE N 01°42'50" E, 150.0 feet to a set 1/2" rod with orange cap marked RPLS 4460 for the Northwest corner of this tract;

THENCE S 88°17'12" E, at 320.0 feet pass a set 1/2" rod with orange cap marked RPLS 4460 in the West Right of Way line of F.M. 1730, in all 360.0 to the Place of Beginning and containing 1.240 Acres including any Right of Way.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

PETITION FOR VOLUNTARY ANNEXATION

TO: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Cash Register Services, Inc.
By: [Signature]

FIRST BANK + TRUST
By: [Signature]

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 4th day of August, 2014, by Brad Rabsten on behalf of Cash Register Services, Inc.



[Signature]
Notary Public in and for
The State of Texas
My Commission Expires: 6-22-16

STATE OF TEXAS

COUNTY OF LUBBOCK

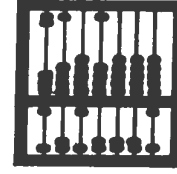
This instrument was acknowledged before me on the 4 day of August, 2014, by Marilyn Dixon on behalf of FIRST BANK + TRUST



[Signature]
Notary Public in and for
The State of Texas
My Commission Expires: 12-12-17

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Tract 4

BEGINNING at the Southeast corner of this tract which bears S 01°42'47" W, 3257.03 feet from a the Northeast corner of Section 8, Block AK;

THENCE N 88°50'13" W, 660.09 feet to a corner of this tract;

THENCE N 01°42'48" E, 221.49 feet to a corner of this tract;

THENCE S 88°50'13" E, 660.09 feet to a corner of this tract;

THENCE S 01°42'47" W, 221.49 feet to the PLACE of BEGINNING, containing 3.356 Acres.

PREPARED FOR ANNEXATION PURPOSES ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY.

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 16, located at 4030 114th St. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office. However, upon annexation, the City of Lubbock Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Lubbock.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The _____ County Health Department will implement the enforcement of the City of Lubbock's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Health Department Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will maintain stormwater drainage patterns through either surface or subsurface measures at their own expense. Appropriate easements will be dedicated to the City as necessary and as required. Drainage analyses will be reviewed for compliance and construction measures will be inspected by the stormwater staff. Compliance with the City's Municipal Storm Sewer System permit from the state will be evaluated as an ongoing process for all new development areas. The City will enforce the drainage, construction, and stormwater policies through inspections and plan reviews.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Traffic Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

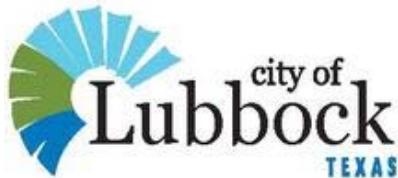
SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. The landfill will be able to handle this request. The only impact would be that the City could be required to develop the next landfill cell sooner.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas.



Regular City Council Meeting

7. 4.

Meeting Date: 11/20/2014

Information

Agenda Item

Ordinance 2nd Reading - Planning: Consider Ordinance 2014-O0150 for annexation from George H. McMahan to annex a parcel approximately 95.4 acres (in Block E2 Section 24) adjacent to the city limits south of 114th Street east of Frankford Avenue.

Item Summary

On October 23, 2014, the City Council approved the first reading of the ordinance.

The petition was submitted to the Planning Department in proper form on the 12th day of August 2014. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting. The area petitioned for annexation is planned to be primarily residential development. The proposed land uses are mostly consistent with the Comprehensive Land Use Plan (CLUP).

As a petition annexation, the City may only annex the land owned by the petitioner. In the case of this petition, George H. McMahan owns the land up to 114th and to Frankford, a portion of which is currently within the city limits.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Annexation - 95.4 acres

Petition - 95.4 acres

Annexation Service Plan 95.4 acres 1

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF SPARSELY OCCUPIED LAND TO THE CITY OF LUBBOCK, TEXAS, UPON PETITION OF AREA LANDOWNERS, WHICH AREA IS DESCRIBED HEREIN AND IS LESS THAN ONE-HALF MILE IN WIDTH, CONTAINS FEWER THAN THREE QUALIFIED VOTERS, AND IS CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; ADOPTING A SERVICE PLAN; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock on September 11, 2014, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Local Government Code; and

WHEREAS, the City Council of the City of Lubbock deemed it to be in the best interest of the citizens of the City of Lubbock to grant said petition for annexation; and

WHEREAS, the City Council of the City of Lubbock hereby annexes said sparsely occupied area into the City of Lubbock as requested by the land owners of said area; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described containing approximately 95.4 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit A, which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

A 95.4 acre tract of land located in Section 24, Block E2, Lubbock County, Texas, being further described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 3. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 4. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 5. 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 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.
Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

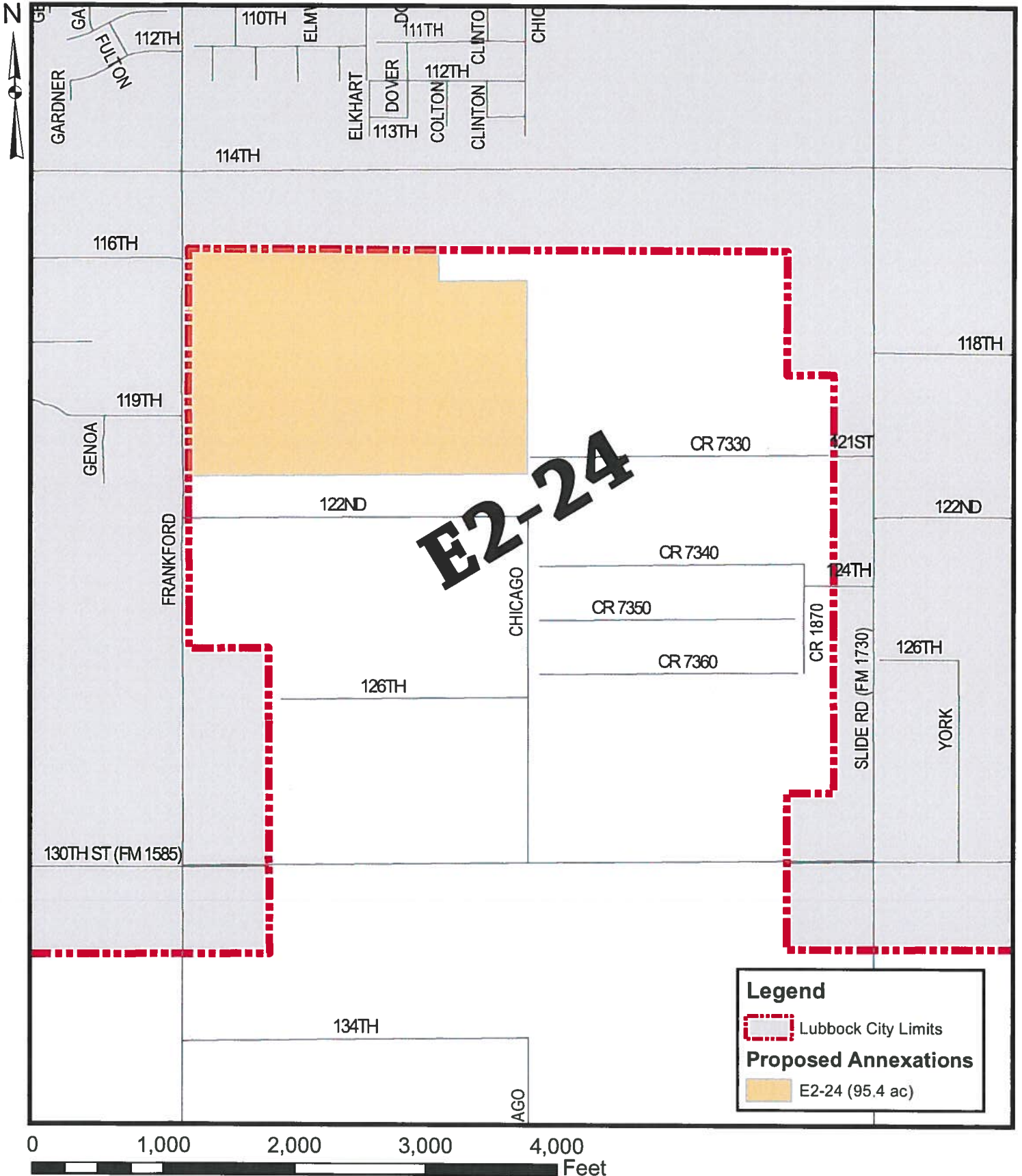
APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw:ccdcs/Ord.Annex-Section 24, Block E2
October 9, 2014

Proposed Annexation in Section 24, Block E2



This data set was created using data obtained from various sources, and created exclusively for the internal use of the City of Lubbock. Portions of the information may be incorrect or not current. Any person or entity who relies on any information obtained from this data set does so at their own risk. Neither the City of Lubbock, Texas, nor any agency, officer, or employee of the City of Lubbock, Texas, warrants the accuracy, reliability, or timeliness of such information. THIS PUBLICATION IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE CITY OF LUBBOCK SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THE USE OF THIS PUBLICATION, EVEN IF THE CITY OF LUBBOCK IS ADVISED OF SUCH DAMAGE. BY USING THIS DATA, THE USER AGREES TO BE BOUND BY ALL PARTS OF THIS DISCLAIMER.



PETITION FOR VOLUNTARY ANNEXATION

To: The Mayor and Governing Body of the City of Lubbock, Texas

The undersigned owner of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City Of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes.

The northern approximate 600' frontage along FM 1585 (130th Street) is currently in the City Limits. I am petitioning for the remaining portion included within the described tract of land to be annexed.

I certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

George H. McManan

[Signature]

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 12 day of August, 2014 by Amy N. Head on behalf of



Amy N. Head
Notary Public in and for
The State of Texas
My Commission expires: 2018



**Field, Manning, Stone,
Hawthorne & Aycock P.C.**

T. MIKE FIELD
NEVILL MANNING
STEPHEN J. STONE ▲
SAMUEL J. HAWTHORNE ▲◆◆
ROBERT A. (ANDY) AYCOCK
W. J. WADE, JR. ◆
JUDSON PAUL (J. PAUL) MANNING
ANNA MCKIM ◆
CARRISSA A. CLEAVINGER
DAX D. VOSS ?

2112 Indiana Avenue, Lubbock, Texas 79410
Phone: 806-792-0810 Fax: 806-792-9148
www.lubbocklawfirm.com

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● Tax Law ■ Family Law
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◆ Also Licensed in New Mexico
□ Also Licensed in Illinois

KIMBERLY MILLER
TYSCOTT HAMM ◆
LEVI T. SIEBENLIST
JOSH ROGERS □
CUI ROMO

Of Counsel:
BILL HARRIGER◆

Writer's Email
mfield@lubbocklawfirm.com

July 8, 2014

City of Lubbock
Attn: Mayor and Governing Body
1625 13th Street
P.O. Box 2000
Lubbock, Texas 79457-0001

RE: Annexation to the City of Lubbock

Dear Sirs:

Attached to this letter is the legal description of an approximate 122.464 acre tract of land which I have been asked to examine ownership of in connection with a Petition for Voluntary Annexation being applied for as to this piece of property. After reviewing the applicable Official Real Property Records, I hereby find that the tract of land attached on Exhibit "A", is owned by George H. McMahan and no others. Should you need anything additional, please contact the undersigned.

Very truly yours,

T. Mike Field

TMF/cas

Enclosure



DESCRIPTION OF ANNEXED AREA

Beginning at a 1/2" iron rod, found in the present City Limits lines, as established by City of Lubbock Ordinance No. 2008-00104, said point being approximately 55 feet East and 2314 feet South of Northwest corner of Section 24, Block E-2, Lubbock County, Texas;

Thence S88°45'59"E, approximately a distance of 2586.87 feet to a 1/2" iron rod, found for the Southeast corner of this tract;

Thence N01°44'28"E, approximately a distance of 1468.27 feet to a 1/2" iron rod with red cap (Smith), found for the most Easterly Northeast corner of this tract;

Thence N88°45'36"W, approximately a distance of 673.42 feet to a 1/2" iron rod with orange cap (AMD ENG), set for a corner of this tract;

Thence N01°47'46"E, approximately 240.0 feet to a point in the present City Limits line, as established by City of Lubbock Ordinance No. 2005-00067, for the most Northerly Northeast corner of this tract;

Thence Westerly, along the present City Limits line, as established by City of Lubbock Ordinance No. 2005-00067, approximately 1916.0 feet to a point in the present City Limits line, as established by City of Lubbock Ordinance No. 2008-00104, for the Northwest corner of this tract;

Thence Southerly, along the present City Limits line, as established by City of Lubbock Ordinance No. 2005-00067, approximately 1710.0 feet to the Point of Beginning, containing approximately 95.4 acres.

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No.19, located at 5826 98th St. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office. However, upon annexation, the City of Lubbock Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Lubbock.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

HEALTH DEPARTMENT- HEALTH CODE ENFORCEMENT SERVICE

Existing Services: None

Services to be Provided: The _____ County Health Department will implement the enforcement of the City of Lubbock's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current Health Department Personnel and within the current budget appropriation. In addition, animal control services will be provided to the area as needed.

STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will maintain stormwater drainage patterns through either surface or subsurface measures at their own expense. Appropriate easements will be dedicated to the City as necessary and as required. Drainage analyses will be reviewed for compliance and construction measures will be inspected by the stormwater staff. Compliance with the City's Municipal Storm Sewer System permit from the state will be evaluated as an ongoing process for all new development areas. The City will enforce the drainage, construction, and stormwater policies through inspections and plan reviews.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Traffic Engineering Department will be able to provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

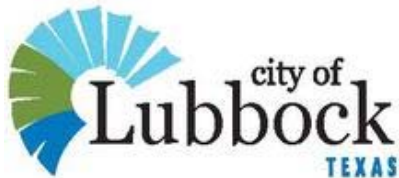
SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. The landfill will be able to handle this request. The only impact would be that the City could be required to develop the next landfill cell sooner.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas.



Regular City Council Meeting

7.5.

Meeting Date: 11/20/2014

Information

Agenda Item

Resolution - Councilman Hernandez: Consider a resolution amending Resolution No. 2013-R0154 dated May 9, 2013 with regard to the allocation of twenty-five (25) percent of the Mineral Interest revenues, as set forth in said resolution, to the Central Business District Tax Increment Financing (TIF) and further define the responsibilities of the North and East Lubbock Community Development Corporation's duties therein.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Victor Hernandez, Councilman, District 1

Attachments

Resolution - North and East Lubbock

Resolution 2013-R0154

RESOLUTION

WHEREAS, on May 9, 2013, the City Council of the City of Lubbock passed a resolution (the "Resolution") modifying the original Low-to-Moderate Income Neighborhood Infrastructure Program to provide funding to the program from revenues generated from all mineral interests owned by the City, which would otherwise be included in the City's General Fund Balance, and to better specify the appropriate allocations of those funds and rename the program the North and East Lubbock Neighborhood and Infrastructure Program; and

WHEREAS, the City Council finds that it would further the public benefit and better serve the public health, safety and welfare of the citizens of the City of Lubbock if the Resolution were further amended to allocate the twenty-five (25) percent on the Mineral Interest revenues, as set forth in the resolution, to the Central Business District Tax Increment Financing (TIF) and further define the responsibilities of the North and East Lubbock Community Development Corporation's duties therein.

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

THAT the City Council of the City of Lubbock, Texas does hereby amend Resolution No. 2013-R0154 as follows:

1. THAT Paragraph 4 of the Resolution shall be amended to read as follows:

Twenty-five (25) percent of the revenues shall be allocated by grant to the Central Business District Tax Increment Financing (TIF) for downtown redevelopment and neighborhood projects; and seventy-five (75) percent of the revenues shall be allocated by grant to the North and East Lubbock Community Development Corporation (the "Corporation"); and

2. THAT Paragraph 5 of the Resolution shall be amended to read as follows:

Because the income received from the City's Mineral Interests may fluctuate, depending upon market conditions, allocations of the funds will be determined after audited financials for each fiscal year, beginning with Fiscal Year 2014-2015, are received. Once revenues are determined, based on the audited financials, a budget for the funds shall be prepared and submitted to the City Council for approval. If the budget is approved by the City Council, payments of the allocations will begin as soon thereafter as possible.

Further, the Corporation shall submit performance measures and deliverables to the City, outlining the stated goals and proposed projects and outlining the actual progress towards meeting and completing such goals and projects, on an annual basis, and as a part of their quarterly report to the City. These performance measures and deliverables shall be included in the funding agreement by and between the City and the Corporation and in any budget submitted to the City by the Corporation. The City Council shall authorize and approve any project of the

Corporation that shall be funded with any or all of the Mineral Interest revenues prior to commencement of such project.

3. THAT the remainder of the Resolution shall remain in full force and effect except as amended herein.

Passed by the City Council this _____ day of _____, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Victor Hernandez,
Councilman, District #1

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RESOLUTION

WHEREAS, in November 2005, the City Council approved Resolution 2005-R0522 that established a program to be called the "Low-to-Moderate Income Neighborhood Infrastructure Program" that provided funding for sidewalks, paving, park improvements, and grant matches to obtain additional monies for these improvements in low-to-moderate income neighborhoods in the City of Lubbock; and

WHEREAS, the funding source for the original program was 50 percent of mineral interest revenues received in General Fund that exceeded the budgeted amount for mineral interests primarily located in the north and east portions of the City; and

WHEREAS, the City Council finds that it would further the public benefit and better serve the public health, safety, and welfare of the citizens of the City of Lubbock if the original Low-to-Moderate Income Neighborhood Infrastructure Program is amended to provide additional funding to the program from all mineral interests collected by the City of Lubbock, which would otherwise be included in the City's General Fund; and

WHEREAS, the City Council finds that it would further the public benefit and better serve the public health, safety, and welfare of the citizens of the City of Lubbock to replace the Low-to-Moderate Income Neighborhood Program with the "North and East Lubbock Neighborhood and Infrastructure Program Fund" and to provide a source of funding for downtown redevelopment, neighborhood and infrastructure projects, and other community development projects in the north and east portions of the City, beginning in Fiscal Year 2013-2014.

NOW THEREFORE,

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

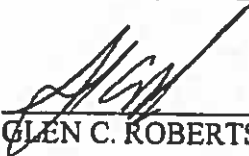
THAT the City Council of the City of Lubbock, Texas does hereby amend the Low-to-Moderate Income Neighborhood Infrastructure Program as follows:

1. The City Manager of the City of Lubbock is hereby instructed to establish the "North and East Lubbock Neighborhood and Infrastructure Program Fund," which will replace the previous "Low-to-Moderate Income Neighborhood Infrastructure Program"; and
2. The North and East Lubbock Neighborhood and Infrastructure Program Fund shall be used to benefit Lubbock City Council Districts 1 and 2; and
3. Ninety (90) percent of all revenues received from City of Lubbock mineral interests that would normally be included in General Fund revenues shall be deposited into the North and East Lubbock Neighborhood and Infrastructure Program Fund beginning in Fiscal Year 2013-2014, and the remaining ten (10) percent of these revenues shall be deposited into the General Fund; and
4. Twenty-five (25) percent of the revenues shall be allocated to downtown redevelopment and neighborhood infrastructure projects, which shall fund various downtown redevelopment, neighborhood and infrastructure projects as approved by the City Council, and seventy-five (75) percent of the revenues shall be

allocated by grant to the North and East Lubbock Community Development Corporation; and

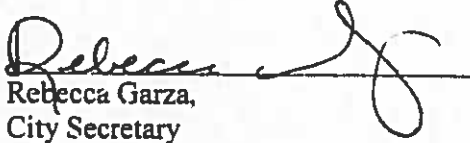
5. Because the income received from the City's Mineral Interests may fluctuate, depending upon market conditions, allocations of the funds will be determined after audited financials for each fiscal year, beginning with Fiscal Year 2013-2014, are received. Once revenues are determined, based on the audited financials, a budget for the funds shall be prepared and submitted to the City Council for approval. If the budget is approved by the City Council, payments of the allocations will begin as soon thereafter as possible.
6. The Mayor shall be authorized and directed to execute any and all documents that may be deemed necessary to effectuate the purposes of the Resolution.

Passed by the City Council this 9th day of May, 2013.



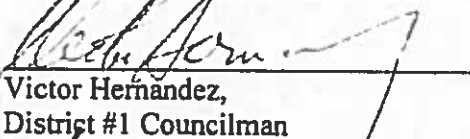
GLEN C. ROBERTSON, MAYOR

ATTEST:

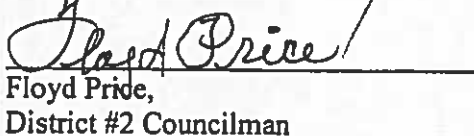


Rebecca Garza,
City Secretary

APPROVED AS TO CONTENT:




Victor Hernandez,
District #1 Councilman



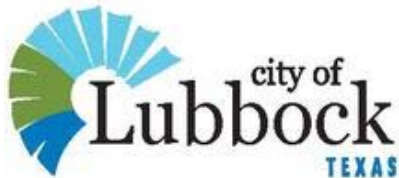
Floyd Pride,
District #2 Councilman

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - North and East Lubbock Infrastructure Program Fund
4.2.13



Regular City Council Meeting

7. 6.

Meeting Date: 11/20/2014

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Appointments Advisory Board, one appointment to the Central Business District TIF Reinvestment Zone Board of Directors, one appointment to the Electric Utility Board, one appointment to the Libraries Board, one appointment to the Lubbock Economic Development Alliance Board of Directors, one appointment to the Market Lubbock, Inc. Board of Directors, and one appointment to Permit & License Appeal Board.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Board Appointments - Regular Session

**BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, NOVEMBER 20, 2014 - REGULAR SESSION**

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
1	APPOINTMENTS ADVISORY BOARD	SEPEDA, ESTHER	09.01.16	N/A	DISTRICT 6	DECLINED/REPLACE	N/A
2	LIBRARIES BOARD	DeLEON, ESTHER	01.01.17	N/A	DISTRICT 6 REP.	RESIGNED/REPLACE	N/A
3	LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE	PETERS, LANCE	10.01.16	N/A		RESIGNED/REPLACE	N/A
4	MARKET LUBBOCK, INC.	PETERS, LANCE	10.01.16	N/A		RESIGNED/REPLACE	N/A

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
09/09/2014	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
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
02/17/2010	Berk	Shirley	Female	Anglo	50-59			6
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
09/14/2014	Brady	Zachary	Male	Anglo	40-49	Attorney	Brady & Hamilton, LLP	3
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
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
12/06/2010	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Education Director	Redr Frame & Art	4
10/28/2010	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6
01/27/2011	Hamilton	Charlie	Male	Anglo				4
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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
07/31/2014	Lansdell	Kendra	Female	Anglo	40-49	Self employed	The Copy Outlet / Miss Social Butterfly	6
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
06/01/2005	McDougal	Michael	Male	Anglo	40-49	President	8067973162	3
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/05/2010	Moret	Mary	Female	Anglo	60+			
10/29/2010	Morton	Michael	Male	Anglo	50-59	Captain	Salvation Army	5
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
11/12/2012	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	
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
09/09/2014	Pitcock	Karen	Female	Anglo	40-49			4
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
05/23/2013	Porter	Karen	Female	Anglo	40-49			2
09/09/2014	Presley	Steven	Male	Anglo	50-59	Professor	Texas Tech University	6
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
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
08/09/2012	Ruiz	Pete	Male	Hispanic or Latino	30-39	Accountant	Gene Messer	5
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
06/08/2004	Sepeda	Esther	Female	Hispanic or Latino		President/CEO	Lubbock Hispanic Chamber of Commerce	4
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

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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
04/23/2012	Strickland	Lynne	Female	Anglo	60+			6
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
05/08/2013	Tinsley	Matt	Male	Anglo	40-49	Practice Administrator	Lubbock Surgical Associates	5
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
09/09/2014	Warren	Steven	Male	Anglo	50-59	Engineer	Texas Dept. of Transportation	1
09/09/2014	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	Commodity Export Corporation	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
08/14/2014	Wilkes	Morris	Male	Anglo				6
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woodward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

APPOINTMENTS ADVISORY BOARD

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>This</u>
		<u>Population</u>	<u>Boards</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	53.3% (8)
Hispanic	32.6%	27.6%	9.6%	26.7% (4)
African-American	8.7%	7.4%	9.0%	13.3% (2)
Other	3.7%	4.0%	4.3%	6.7% (1)
<u>GENDER</u>				
Male	48.5%	49.0%	73.8%	60.0% (9)
Female	51.5%	51.0%	26.2%	40.0% (6)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	6.7% (1)
District 2	16.4%	12.7%	4.6%	13.3% (2)
District 3	16.3%	16.1%	13.6%	6.7% (1)
District 4	17.0%	17.0%	18.8%	20.0% (3)
District 5	16.7%	19.4%	29.0%	40.0% (6)
District 6	17.3%	19.9%	19.5%	6.7% (1)
Other/Unknown	0.0%	0.0%	4.3%	6.7% (1)

PURPOSE:

Permanent advisory board maintains data bank and clear written guidelines for appointments and updates annually. Oversees marketing plan for soliciting qualified applicants and increasing public opportunities for board service. Advises the City Council regarding qualified appointees; assists in new member orientation and presents annual demographics report.

QUALIFICATIONS: Each Council Member shall appoint two members to the board; and the Mayor shall appoint three members

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Sepeda, Esther (F,H,4)	District 6	N/A	N/A	Declined/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Esther Sepeda:

Hill, Chad (M,A,4) Plains Capital Bank

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 9/28/2014

Appointments Advisory Board

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
06/03/2014	Hill	Chad	M	A	18-29	Banker	PlainsCapital Bank	4
05/18/2014	McAdoo	Alex	M	AA	40-49	Educator	Wayland Baptist University	5
03/05/2008	Sosebee	Rick	M	A	50-59	Fire Protection Contractor	Koetter Fire Protection	3
Second Preference								
12/15/2004	Ho	"Peter"	M	AI	40-49	Ophthalmologist	Lubbock Eye Clinic	6
05/16/2014	Moore	Lana	F		50-59	Housewife		1
06/16/2014	Rogers	James	M	A	30-39	Home Builder, Real Estate Broker	David Rogers Homes, Texas Odyssey Homes, Penland R	5
Third Preference								
Fourth Preference								
06/11/2012	Scott	Gretchen	F	A	60+			4
Fifth Preference								
09/26/2014	Lewis	Sheri	F	A	50-59	Adviser, Texas Tech Student Media	Texas Tech University	4
Sixth Preference								
09/17/2014	Childs	Julie	F	A	40-49	Commercial Realtor	RE/MAX Commercial Real Estate	5
03/04/2014	Mendoza	Jesus	M	H	30-39	commercial lender	First Bank & Trust	6

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member District 2 Rep. Andrews Mr. L.V.	N	2119 East 30th Street Lubbock, TX 79404		<i>Curr:</i> 09/01/2013-09/01/2015 <i>2nd:</i> 01/26/2012-09/01/2013 <i>Ist:</i>	N
<i>Email:</i>	N	8067655001		<i>Fax:</i>	
Member Mayor Rep. Atwood Mr. Nicholas	Y	5312 85th Street Lubbock, TX 79424	Mass Mutual 6010 82nd Street, Suite 100 Lubbock, TX 79424	<i>Curr:</i> 09/01/2013-09/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> natwood1@gmail.com	Y	8064073955	8067918561	<i>Fax:</i> 8067951371	
	Y	8064381099	natwood@financialguide.com		
Member District 5 Rep. Bilimoria Ms. Indu	Y	5319 85th St Lubbock, TX 79424		<i>Curr:</i> 09/01/2013-09/01/2015 <i>2nd:</i> 09/01/2011-09/01/2013 <i>Ist:</i> 09/01/2009-09/01/2011	N
<i>Email:</i> ibilimor@gmail.com	Y	8067947460	8064419123 indu.bilimoria@ttu.edu	<i>Fax:</i>	
Member Mayor Rep. Bowen Dr. John	N	2002 Albany Lubbock, TX 79407		<i>Curr:</i> 09/01/2014-09/01/2016 <i>2nd:</i> 09/01/2012-09/01/2014 <i>Ist:</i> 07/26/2012-09/01/2012	N
<i>Email:</i> jbowen@sbcglobal.net	N	8067954224		<i>Fax:</i>	
	N	8067861318	jbowen@sbcglobal.net		
Member District 2 Rep. Calvillo Mr. Michael	Y	1926 75th St Lubbock, TX 79423	Michael Calvillo Bail Bond 1209 Crickets Ave Lubbock, TX 79401	<i>Curr:</i> 09/01/2014-09/01/2016 <i>2nd:</i> 09/01/2012-09/01/2014 <i>Ist:</i>	N
<i>Email:</i> michaelcalvillo@att.net	Y	8062397568	8067441891 michaelcalvillo@att.net	<i>Fax:</i> 8067447647	
Member District 6 Rep. Ellis-Roach Mrs. Phebe	N	4415 B 106th Street Lubbock, TX 79424	PrimeWest Mortgage Corp. 9816 Slide Road Lubbock, TX 79424	<i>Curr:</i> 09/01/2014-09/01/2016 <i>2nd:</i> 09/01/2012-09/01/2014 <i>Ist:</i>	N
<i>Email:</i> pellis@primewestcorp.com	Y	(806) 773-0531	(806) 788-2869	<i>Fax:</i> (806) 793-7602	
	Y	(806) 773-0531	pellis@primewestcorp.com		
Member District 4 Rep. Frisbie Mr. David	N	4414 14th Street Lubbock, TX 79416	Title One, Digital Title Services, LLC 6102 82nd Street, Suite #11 Lubbock, TX 79424	<i>Curr:</i> 09/01/2014-09/01/2016 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> david@t1title.com	N	(806) 787-7460	(806) 771-7770 david@t1title.com	<i>Fax:</i> (806) 771-0663	
Vice Chair District 1 Rep. Garza Ms. Grace	N	2011 17th Street Lubbock, TX 79401	FirstCare Health Plans 1901 West Loop 289, Ste. 9 Lubbock, TX 79407	<i>Curr:</i> 09/01/2013-09/01/2015 <i>2nd:</i> 07/12/2012-09/01/2013 <i>Ist:</i>	N
<i>Email:</i> gqgarza@gmail.com	Y	8067441874	FirstCare Heal	<i>Fax:</i>	
	Y	8064384714	ggarza@firstcare.com		
Chair District 1 Rep. Harris Mr. Eddie	Y	7924 Vicksburg Lubbock, TX 79424	Broadway Church of Christ 1924 Broadway Lubbock, TX 79401	<i>Curr:</i> 09/01/2013-09/01/2015 <i>2nd:</i> 10/13/2011-09/01/2013 <i>Ist:</i>	Y

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
<i>Email:</i> eddiekharris@gmail.com	Y	(806) 368-8374	8067630464	<i>Fax:</i>	
	N	(806) 559-9464			
Member				<i>Curr:</i>	09/01/2013-09/01/2015
District 3 Rep.	N	2515 55th Street		<i>2nd:</i>	10/25/2012-09/01/2013
Keller		Lubbock, TX 79413		<i>Ist:</i>	
Ms. Judith					
<i>Email:</i> judith.p.keller@gmail.com	N	8067995071	judith.keller@ttuhsc.edu	<i>Fax:</i>	
Member				<i>Curr:</i>	06/26/2014-09/01/2015
District 4 Rep.	N	4206 89th Street		<i>2nd:</i>	
McClendon		Lubbock, TX 79423		<i>Ist:</i>	
Ms. Lynn					
<i>Email:</i> lynnmcclendon@gmail.com	N	8067948479	lynnmcclendon@gmail.com	<i>Fax:</i>	
	N	8064388479			
Member			TTU - Rawls College	<i>Curr:</i>	09/01/2014-09/01/2016
District 3 Rep.	Y	1611 Bryan Ave	Box 42101	<i>2nd:</i>	09/01/2013-09/01/2014
Patrick		Wolforth, TX 79382	Lubbock, TX 79409	<i>Ist:</i>	
Mr. Keith					
<i>Email:</i> keith.patrick@cancer.org	N	8062396628	(806) 742-4530	<i>Fax:</i>	(806) 742-4535
			keith.b.patrick@ttu.edu		
Member			GRACO Real Estate	<i>Curr:</i>	09/01/2013-09/01/2015
Mayor Rep.	Y	5809 94th Street	Development, Inc.	<i>2nd:</i>	
Seideman		Lubbock, TX 79424	P.O. Box 65207	<i>Ist:</i>	
Mr. Jacob			Lubbock, TX 79464		
<i>Email:</i> jake.seideman@gmail.com	Y	(806) 771-5780	GRACO Real Est	<i>Fax:</i>	
			jake@gracorealestate.com		
Member			Lubbock Hispanic	<i>Curr:</i>	09/01/2014-09/01/2016
District 6 Rep.	N		Chamber of Commerce	<i>2nd:</i>	
Sepeda			PO Box 886	<i>Ist:</i>	
Ms. Esther			Lubbock, TX 79408		
<i>Email:</i>	N	8067912645	8067625059	<i>Fax:</i>	8067632124
	N	8067770870			
Member			Southwest Bank	<i>Curr:</i>	09/01/2013-09/01/2015
District 5 Rep.	Y	6015 89th Street	10115 Quaker Avenue	<i>2nd:</i>	09/01/2011-09/01/2013
Stephens		Lubbock, TX 79424	Lubbock, TX 79424	<i>Ist:</i>	
Mr. Jonathan					
<i>Email:</i> jon.stephens@southwbank.com	Y	8067838611	8067719494	<i>Fax:</i>	8067717494
	Y	8062528606	jon.stephens@southwbank.com		

LIBRARIES BOARD

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	66.7% (6)
Hispanic	32.6%	27.6%	9.6%	33.3% (3)
African-American	8.7%	7.4%	9.0%	0.0% (0)
Other	3.7%	4.0%	4.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	73.8%	33.3% (3)
Female	51.5%	53.0%	26.2%	66.7% (6)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	33.3% (3)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	11.1% (1)
District 4	17.0%	17.0%	18.8%	33.3% (3)
District 5	16.7%	19.4%	29.0%	0.0% (0)
District 6	17.2%	19.9%	19.5%	22.2% (2)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

Makes recommendations to the City Council regarding the operation of the public libraries in Lubbock.

QUALIFICATIONS: One member appointed from each Council Member’s district, two members appointed At-Large (to represent the Mayor), and one member shall be the newly elected president of the Friends of the Lubbock City-County Library.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
DeLeon, Esther (F,H,6)	District 6 Rep.	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Esther DeLeon:

Presley, Steven (M,A,6) Texas Tech University

Boards & Commissions Admin Site

Application #: 2163 Entry Date: 5/23/2013 Active? Last Login Date: 9/9/2014

[<< Application List](#)

Email: steve.presley@ttu.edu

[Change Email](#)

Personal Information

[Edit](#)

Name: Dr. Steven Presley Nick Name: District: 6

Address: 4612 10th Street, Lubbock, TX 79416 Phone: (806) 785-2527 (home)

Demographic Information

[Edit](#)

Registered Voter: YES Resident of Lubbock: 12 year(s)

Ethnic Background: Anglo Gender: Male Age: 50-59

Work Information

[Edit](#)

Occupation: Professor Work Email: steve.presley@ttu.edu Fax Number: Business Telephone: 8068850236

Business Name: Texas Tech University Business Address: Lubbock, TX 79409

Experience and education or interest:

[Edit](#)

NONE

Prior service on a Board and/or Commission for the City of Lubbock:

[Edit](#)

Board of Health; Oil and Gas Advisory Committee; Veterans Advisory Board

Boards Preference

[Add Preference](#)

Pref #	Board	Qualification
No records to display.		

Reason that may cause a conflict of interest:

[Edit](#)

NONE

Contracts or perform services with the City of Lubbock:

[Edit](#)

NONE

Reference

[Add Reference](#)

Ref #	First Name	Last Name	Daytime Phone	Business Phone
No records to display.				

Agreement:

Agree to have the information entered in The Volunteer Center of Lubbock Agency Board Bank

Areas of Interest:

[Edit](#)

Animal, Environment, Health

Referred By:

[Edit](#)

Current Service:

Add To Board

Board of Health, Oil & Gas Citizen Advisory Committee, Veterans Advisory Committee

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 10/29/2014

Libraries Board

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
08/09/2011	Amor	Cherif	M	AI	50-59	Dept. Chair/Assoc. Prof.	Texas Tech	5
09/06/2012	Curtis	Andrew	M	A	30-39	Attorney	Craig, Terrill, Jole and Grantham, LLP	5
04/14/2010	Davis	Jon	M	A	40-49	Accountant	Capital Farm Credit	3
	Gonzales	Armando	M	H	50-59			2
02/06/2006	Howard	Dennis	M	A	50-59		Retired	4
09/13/2006	Hurt	William	M	A	30-39	Police Officer	Lubbock PD	3
07/01/2007	Judd	Kimberly	F	A	50-59	Vice President	University Medical Center	3
09/26/2014	Lewis	Sheri	F	A	50-59	Adviser, Texas Tech Student Media	Texas Tech University	4
04/29/2008	Oatman	Mark	M	A		Financial Advisor	Merrill Lynch	3
05/19/2004	Pearson	Neale	M	A	60+	Professor	Semi-Retired Professor	3
09/11/2014	Trost	Theresa	F	A	60+			3
12/01/2007	Willis	Roy	M	A	60+	Retired	United Postal Service	5
Second Preference								
03/01/2008	Baker	Robert	M	A	50-59	ICU Nurse	Lubbock Heart Hospital	4
09/02/2010	Chambers	Tosha	F	AA	30-39			4
09/17/2014	Childs	Julie	F	A	40-49	Commercial Realtor	RE/MAX Commercial Real Estate	5
12/01/2011	de Riese	Cornelia	F	A	50-59		Comprehensive Family and Women's Healthcare	3
03/01/2008	Hester	Steve	M	A	50-59	Forms Manufacturing	Caprock Business Forms	5
07/30/2007	Jacks	Holly	F	A		Registered Nurse	Covenant Emergency	5
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3
03/01/2010	Mitchell	Bret	M	A	40-49		Queso's	4
09/29/2005	Pena	Esther	F	H	30-39	Sales & Marketing Manager	Amerigroup	5
04/09/2010	Williams	Herbert	M	AA	40-49	Correctional Officer IV	TX Dept of Criminal Justice	2
Third Preference								

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 10/29/2014

Libraries Board

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
09/29/2010	Bryant	LeEarl	F	A	60+			1
02/18/2013	Flores	Isaac	M	H	18-29	Section Coordinator	The Office of Community Engagement	6
05/05/2009	Marberry	William	M	A	18-29	Realtor	Coldwell Banker	3
11/30/2010	Nash	Bennie	M	AA	60+	Retired - USN	Inner Circle - Human Services	3
01/01/2005	Ray	Harold	M	A	50-59	Asst Business Agent	IBEW Local Union 602	
03/20/2013	Ritter	Christopher	M	A	30-39	Attorney	Lubbock County DA Office-Civil	4
Fourth Preference								
06/13/2013	Arnold	Peter	M	A	40-49	Owner	Arnold Enterprises of Lubbock	2
05/13/2010	Bruegel	Jon	M	A	18-29			4
12/01/2011	Frye	Kate	F	A	50-59			5
09/09/2014	Gatteys	Jim	M	A	60+			1
05/08/2013	Lamb-Vines	Danna	F	A	50-59	Massage Therapist/ Personal Assistant	Blue Moon Massage	3
	Lopez	Tammy	F	A	40-49			3
07/06/2009	Melendez	Jill	F	A	18-29	Social Worker	Montford Psychiatric Prison	6
01/18/2013	Powell	Joseph	M	A	30-39	Insurance	Scott Powell State Farm	5
03/05/2008	Sosebee	Rick	M	A	50-59	Fire Protection Contractor	Koetter Fire Protection	3
11/05/2010	Watts	Ian	M	A	18-29	Co-Owner/Program Director	Stages of Recovery, Inc.	3
Fifth Preference								
04/04/2013	Dickerson	Brent	M	A	30-39	Teacher	Slaton HS	5
09/09/2014	Gatteys	Jim	M	A	60+			1
02/08/2010	Tidwell	Joseph	M	A	18-29	Project Manager	Tao Development Group	3
Sixth Preference								
09/09/2014	Gatteys	Jim	M	A	60+			1

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member Distric 6 Rep. De Leon Ms. Esther	Y	3314 1st Street Lubbock, TX 79415	Texas Tech University Box 40002 Lubbock, TX 79409	<i>Curr:</i> 01/01/2014-01/01/2017 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> dleon219@gmail.com	Y	8065498459	8068345563 esther.de-leon@ttu.edu	<i>Fax:</i> 8067428669	
Vice Chair Distric 5 Rep. Esqueda Ms. Adela	N	8314 Hartford Lubbock, TX 79423	Guadalupe Parkway Sommerville Center 405 N. MLK Jr. Blvd. Lubbock, TX 79403	<i>Curr:</i> 01/01/2013-01/01/2016 <i>2nd:</i> 01/01/2010-01/01/2013 <i>Ist:</i>	N
<i>Email:</i> dela-gpnc@hotmail.com	Y	8065492540	8067633963 dela-gpnc@hotmail.com	<i>Fax:</i> 8067630379	
Member Distric 2 Rep. Heinz Ms. Laura	N	4430 80th Street Lubbock, tx 79424	Texas Tech Univ. Library M.S. 0002 Lubbock, 79409	<i>Curr:</i> 01/01/2014-01/01/2017 <i>2nd:</i> 01/27/2011-01/01/2014 <i>Ist:</i> 02/26/2009-01/01/2011	Y
<i>Email:</i>	N	806	806.742.2238	<i>Fax:</i> 806.742.1964	
Member Distric 4 Rep. King Mr. David	Y	3410 74th Street Lubbock, TX 79423		<i>Curr:</i> 01/01/2013-01/01/2016 <i>2nd:</i> 03/02/2011-01/01/2013 <i>Ist:</i>	Y
<i>Email:</i> daveburnout@sbcglobal.net	Y	8065355141		<i>Fax:</i>	
	Y	8065355141			
Member Distric 1 Rep. Lozada Mrs. Alice	Y	122 S. Avenue N Lubbock, TX 79401		<i>Curr:</i> 01/01/2014-01/01/2017 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> ach9256@aol.com	Y	8067875794		<i>Fax:</i>	
Chair Mayor McDonald Mrs. Nadine	Y	2816 N. Meadow Drive Lubbock, TX 79403		<i>Curr:</i> 01/01/2012-01/01/2015 <i>2nd:</i> 01/01/2009-01/01/2012 <i>Ist:</i>	Y
<i>Email:</i> mccarroll4@aol.com	Y	8067625011		<i>Fax:</i>	
Member Mayor Shelton Mr. Ralph	N	2005 25th St Lubbock, TX 79411		<i>Curr:</i> 01/01/2012-01/01/2015 <i>2nd:</i> 01/01/2009-01/01/2012 <i>Ist:</i> 01/01/2006-01/01/2009	N
<i>Email:</i> ralphshelton@nts-online.net	N	8067445805	8067446864 ralphshelton@nts-online.net	<i>Fax:</i>	
Member President Strickland Ms. Lynne	Y	5828 Erskine St. Lubbock, TX 79416		<i>Curr:</i> 06/01/2014-06/01/2017 <i>2nd:</i> 05/03/2012-06/01/2014 <i>Ist:</i>	N
<i>Email:</i> m.l.strickland5@gmail.com	Y	8067952726		<i>Fax:</i>	
	N	8064078229			
Member Distric 3 Rep. Veal Mr. Edward	N	2818 25th Street Lubbock, TX 79410		<i>Curr:</i> 01/01/2014-01/01/2017 <i>2nd:</i> <i>Ist:</i>	Y

Confidential

Home

Business

*Reappt
Elig.*

Email:
ed.veal@bywatersolutions.com

N **8067977134**
N **8064456867**

8889008944
ed.veal@bywatersolutions.com

Fax: **8889008944**

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	88.9% (8)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African-American	8.7%	7.4%	9.0%	11.1% (1)
Other	3.7%	4.0%	4.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	73.8%	88.9% (8)
Female	51.5%	53.0%	26.2%	11.1% (1)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	0.0% (0)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	11.1% (1)
District 4	17.0%	17.0%	18.8%	11.1% (1)
District 5	16.7%	19.4%	29.0%	44.4% (4)
District 6	17.2%	19.9%	19.5%	33.3% (3)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

Promotes social welfare of the City through retaining and expanding jobs and businesses, attracting new industry and businesses, promoting long-term employment opportunities, and promoting and developing industrial and manufacturing enterprises, and promoting the common good and general welfare of the people of the City.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Peters, Lance (M,A,4)	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Lance Peters:

Elrod, Shannon (Application Pending) United Supermarkets

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 10/29/2014

Lubbock Economic Development Alliance, Inc

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
09/09/2014	Barnes	Nitra	F	A	50-59	Accounting Manager	City Transit Management dba Citibus	4
09/29/2014	Cheatham	Scott	M	A	50-59	Account Executive	Control Technologies, Inc.	3
10/26/2014	Holland	Paige	F	A	30-39	Director	Texas Tech Athletics	6
08/28/2014	Klein	Todd	M	A	40-49	Self Employed	Todd R. Klein Consulting, LLC	3
03/04/2014	Mendoza	Jesus	M	H	30-39	commercial lender	First Bank & Trust	6
09/22/2014	St.Clair	Christopher	M	A	40-49	Executive Vice President	United Supermarkets, LLC	5
Second Preference								
07/23/2014	Benton	Jack	M	A	60+	retired		6
09/09/2014	Jackson	Mike	M	A	40-49	Commercial Banker	Happy State Bank	5
Third Preference								
04/02/2014	Holeman	Terry	M	A	50-59	Land Planning Consultant	Hugo Reed and Associates, Inc.	4
09/12/2014	Lauer	Chris	M	A	30-39	Regional Manager	HB Construction	5
06/25/2014	McDowell	C. Brett	M	A	30-39	Executive Vice President	Centennial Bank	4
11/25/2013	Wells	Craig	M	A	60+	Vp Business Development	Happy State Bank	4
Fourth Preference								
09/09/2014	Chadwell	Christi	F	A	18-29	Communications and Recruiting Coordinator	Texas Tech	
06/03/2014	Hill	Chad	M	A	18-29	Banker	PlainsCapital Bank	4
03/21/2013	Smith	Peter	M	A	30-39	Banker	Happy State Bank	4
Fifth Preference								
09/17/2014	Childs	Julie	F	A	40-49	Commercial Realtor	RE/MAX Commercial Real Estate	5
09/09/2014	Gloyna	Edwin	M	A	50-59	Self Employed	(806) 687-6887	6
03/26/2014	Sullivan	Lauren	F	A	30-39	Director for Office of Student Affairs	TTUHSC School of Nursing	2
Sixth Preference								
11/05/2010	Watts	Ian	M	A	18-29	Co-Owner/Program Director	Stages of Recovery, Inc.	3

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			Collins Tile LLP	<i>Curr:</i> 12/17/2012-10/01/2015	Y
Collins	Y	311 York Avenue	4715 Clovis Hwy	<i>2nd:</i>	
Mr. Timothy		Lubbock, TX 79416	Lubbock, TX 79416	<i>Ist:</i>	
<i>Email:</i>	Y	(806) 793-4576		<i>Fax:</i> (806) 747-1982	
timcollins@collinstile.com	Y	(806) 789-7738	timcollins@collinstile.com		
Member			Small Business	<i>Curr:</i> 10/01/2014-10/01/2017	Y
Member	Y	5111 Itasca Street	Administration	<i>2nd:</i> 05/23/2013-10/01/2014	
Davis		Lubbock, TX 79414	1205 Texas Avenue	<i>Ist:</i>	
Mr. Calvin			Lubbock, Tx 79401		
<i>Email:</i>	Y	8067448138	8064727462	<i>Fax:</i> 8064727489	
calvin.davis@sba.gov			calvin.davis@sba.gov		
Member			PlainsCapital	<i>Curr:</i> 10/01/2013-10/01/2016	N
	Y	4615 102nd Street	5010 University Avenue	<i>2nd:</i> 10/28/2010-10/01/2013	
Eubank		Lubbock, TX 79424	Lubbock, TX 79423	<i>Ist:</i>	
Mr. Les					
<i>Email:</i>	Y	(806) 794-4918	(806) 791-7253	<i>Fax:</i>	
leubank@plainscapital.com	Y	(806) 789-6776	leubank@plainscapital.com		
Member			Gilbreath Property Co.,	<i>Curr:</i> 10/01/2012-10/01/2015	Y
	N	4603 5th Street	L.C.	<i>2nd:</i>	
Gilbreath		Lubbock, TX 79416	624 27th Street	<i>Ist:</i>	
Mr. James	Jr.		Lubbock, TX 79416		
<i>Email:</i>	N	(806) 791-3502	Gilbreath Prop	<i>Fax:</i>	
jogjr@sbcglobal.net	Y	(806) 787-6051	jogjr@sbcglobal.net		
Member			Pro Petroleum/Rip Griffin	<i>Curr:</i> 10/01/2014-10/01/2017	Y
Member	N	4601-10th st.	Companies	<i>2nd:</i>	
Griffin		Lubbock, Texas 79416	4710-10th st.	<i>Ist:</i>	
Mr. Marcus			Lubbock, Texas 79416		
<i>Email:</i>	N	(806) 797-3185	(806) 796-5719	<i>Fax:</i> (806) 795-6574	
mgriffin@ripgriffin.com	N	(806) 789-0583	mgriffin@ripgriffin.com		
Member			Science Spectrum	<i>Curr:</i> 10/01/2012-10/01/2015	N
Member	Y	3302 43rd Street	2579 South Loop 289,	<i>2nd:</i> 10/01/2009-10/01/2012	
Henry		Lubbock, TX 79413	Suite 250	<i>Ist:</i>	
Mrs. Sandy			Lubbock, TX 79423		
<i>Email:</i>	Y	8067992042	8067481040	<i>Fax:</i> 8067451115	
sandy@sciencespectrum.org			sandy@sciencespectrum.org		
Member				<i>Curr:</i> 10/01/2014-10/01/2017	Y
Member	Y	4614 103rd Street		<i>2nd:</i> 01/10/2013-10/01/2014	
Nail		Lubbock, TX 79424		<i>Ist:</i>	
Mr. Lance					
<i>Email:</i>	Y	8063685453	8068341300	<i>Fax:</i> 8067421572	
lance.a.nail@gmail.com			lance.nail@ttu.edu		
Member			Craftsman Printers	<i>Curr:</i> 05/23/2013-10/01/2016	Y
	Y	3802 103rd Street	535 32nd Street	<i>2nd:</i>	
Peters		Lubbock, TX 79423	Lubbock, TX 79404	<i>Ist:</i>	
Mr. Lance					
<i>Email:</i>			8067444455	<i>Fax:</i> 8067650860	
	Y	8067898948			
Vice Chair			1600 Broadway	<i>Curr:</i> 10/01/2013-10/01/2016	N
	Y	4621 91st Street	4412 74th Street B100	<i>2nd:</i> 10/01/2010-10/01/2013	
Sharbutt		Lubbock, TX 79424	Lubbock, TX 79424	<i>Ist:</i> 04/01/2009-10/01/2010	
Mr. David					

Confidential

Home

Business

*Reappt
Elig.*

Email:
dsharbutt@zona.net

Y **8067830133**
Y **8064387707**

Fax:
dsharbutt@zona.net

MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>This</u>
<u>ETHNICITY</u>			<u>Boards</u>	<u>Board</u>
Anglo	55.0%	61.0%	77.1%	90.0% (9)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African-American	8.7%	7.4%	9.0%	10.0% (1)
Other	3.7%	4.0%	4.3%	0.0% (0)
 <u>GENDER</u>				
Male	48.5%	47.0%	73.8%	80.0% (8)
Female	51.5%	53.0%	26.2%	20.0% (2)
 <u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	0.0% (0)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	10.0% (1)
District 4	17.0%	17.0%	18.8%	20.0% (2)
District 5	16.7%	19.4%	29.0%	40.0% (4)
District 6	17.2%	19.9%	19.5%	30.0% (3)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

Creating, managing, operating and supervising programs and activities for the purpose of promoting, assisting and enhancing economic development within and around the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Peters, Lance (M,A,4)	Lubbock County	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Lance Peters:

Elrod, Shannon (Application Pending) United Supermarkets

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 10/29/2014

Market Lubbock Economic Development Corporation

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
08/05/2008	Adams	Charles	M	A	60+	Art Dealer	Charles Adams Gallery	1
05/05/2009	Bloodworth	David	M	A	50-59	Commercial Real Estate Agent	Coldwell Banker Commerical	4
09/09/2014	Bridges	Beth	F	A	40-49	Property Manager	South Plains Mall	5
12/19/2004	Campbell	Bill	M	A	40-49	Owner/Manager	Valentine's Building Services	4
05/01/2006	Coulter	Murray	M	A	60+		Retired Educator	4
03/01/2005	Derr	Richard	M	A	40-49	Territory Sales Mgr	Redball, L.L.C.	4
09/20/2005	Garcia	Thomas	M	H	30-39	Parole Officer - Supervisor	TDCJ - Parole Division	3
01/01/2007	Lewis	Sheri	F	A	40-49	Associate Director	TTU Student Media	4
	Lopez	Tammy	F	A	40-49			3
03/01/2008	McCoy	Gary	M	A	50-59	Banker	ABC Bank	5
09/13/2014	McNamara	William	M	A	40-49	Attorney	McNamara Law Firm	1
06/16/2009	Medrano	Johnnie	M	H	18-29	Banker	Plains Capital Bank	4
03/01/2010	Mitchell	Bret	M	A	40-49		Queso's	4
10/20/2005	Palmer	Mike	M	A	40-49	Claims Specialist	JML-IRP	5
04/29/2008	Perkins	Terell	M	A		Computer Technician	Lubbock County Information Services	5
05/04/2005	Phelps	Mike	M	A	50-59	Commercial Banker	PlainsCapital Bank	5
01/01/2005	Ray	Harold	M	A	50-59	Asst Business Agent	IBEW Local Union 602	
03/20/2013	Ritter	Christopher	M	A	30-39	Attorney	Lubbock County DA Office-Civil	4
10/02/2006	Saffell	Ted	M	A	50-59	Secretary-Treasurer	Module Truck Systems	6
08/13/2013	Schmidt	Karla	F	A	50-59			5
09/29/2008	Sullivan	Robert	M	A	18-29	Legal Clerk	Lubbock County - JP2	4
09/01/2006	Villalobos	Esteban	M	H		Tile Setter's apprentice	Custom Tiling	2
11/09/2010	Wiggins	Gary	M	A	60+			3

Second Preference

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 10/29/2014

Market Lubbock Economic Development Corporation

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
06/13/2013	Arnold	Peter	M	A	40-49	Owner	Arnold Enterprises of Lubbock	2
09/29/2014	Cheatham	Scott	M	A	50-59	Account Executive	Control Technologies, Inc.	3
05/22/2003	Clark	Rachel	F	H	18-29	Program Director	Guadalupe/Parkway Neighborhood Center	3
06/09/2009	Clark	Timothy	M	A	40-49	CADD Tech	Parkhill, Smith & Cooper	3
04/14/2010	Davis	Jon	M	A	40-49	Accountant	Capital Farm Credit	3
09/10/2014	Dial	Reggie	M	AA	30-39	Project Manager	North & East Lubbock C.D.C	4
09/09/2014	Franklin	Patricia	F	A	60+	retired educator		5
12/01/2011	Frye	Kate	F	A	50-59			5
02/11/2013	Hill	Stephanie	F	AA	50-59	Office Manager	Lubbock Medical	2
10/26/2014	Holland	Paige	F	A	30-39	Director	Texas Tech Athletics	6
02/25/2010	Jones	Tommy	M	A	50-59	Sales	Firetrol Protection Systems	3
11/01/2010	Jordan	Carolyn	F	A	60+	Pastor	Christ United Methodist Church	5
05/08/2013	Lamb-Vines	Danna	F	A	50-59	Massage Therapist/ Personal Assistant	Blue Moon Massage	3
	Letalien	Anne	F	A	60+			4
09/09/2014	Madison	Russell	M	A	30-39	V.P. of Business Development	Calvert Home Health Care, Ltd.	5
07/08/2013	McKenzie	Robert	M	AA	50-59	President/CEO	Attitude Incorporated	4
05/09/2012	Meredith	Kent	M	AI		Assistant Vice President	United Spirit Arena	5
05/26/2006	Perez	Jody	M	H	50-59		JMP Consultants	4
03/01/2008	Rautis	Mary	F	A	50-59	Registered Nurse	University Medical Center	4
10/24/2012	Ward	Jayla	F	A	18-29			3
09/05/2008	Warring	Steve	M	A	50-59			6
06/15/2009	Weil	Kelley	F	A	30-39	Senior Vice President, Human Resources	Plains Capital Bank	5

Third Preference

06/05/2013	Bean	Zachary	M	A	18-29	Physician Administrator	Arthritis & Osteoporosis Associates	5
07/23/2014	Benton	Jack	M	A	60+	retired		6
12/01/2011	de Riese	Cornelia	F	A	50-59		Comprehensive Family and Women's Healthcare	3
02/17/2014	Edwards	Carries	F	A	18-29	Assistant Professor	TTUHSC School of Nursing	7
09/10/2014	Hardman	Brittain	M	A	60+	Retired		6
11/01/2006	Huerta	Luis	M	H	40-49	Life Insurance Sales	AFLAC	5
11/02/2006	Lee	Hong	M	AI	60+		Retired Professor-TTU	5
01/18/2013	Powell	Joseph	M	A	30-39	Insurance	Scott Powell State Farm	5
	Whittenburg	Hank	M	A	40-49	Owner	Whittenburg Plumbing	4

City of Lubbock
Board and Commission Recruiting Database

Updated: 10/29/2014

Market Lubbock Economic Development Corporation

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
Fourth Preference								
03/11/2013	Caffey	Ron	M	A	40-49	Owner	Comet Cleaners	5
09/12/2014	Lauer	Chris	M	A	30-39	Regional Manager	HB Construction	5
06/25/2014	McDowell	C. Brett	M	A	30-39	Executive Vice President	Centennial Bank	4
09/09/2014	Parr	Charles	M	A	50-59	Banker	American National Bank	2
02/08/2010	Tidwell	Joseph	M	A	18-29	Project Manager	Tao Development Group	3
Fifth Preference								
09/09/2014	Chadwell	Christi	F	A	18-29	Communications and Recruiting Coordinator	Texas Tech	
10/26/2009	Hail	Brian	M	A	30-39	Insurance Agent	Brian Hail State Farm	3
11/29/2012	Ogutu	Moses	M	AA	50-59	Physical Therapist Asst.		5

Sixth Preference

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			Collins Tile LLP	<i>Curr:</i> 12/17/2012-10/01/2015	Y
Collins	Y	311 York Avenue	4715 Clovis Hwy	<i>2nd:</i>	
Mr. Timothy		Lubbock, TX 79416	Lubbock, TX 79416	<i>Ist:</i>	
<i>Email:</i>	Y	(806) 793-4576		<i>Fax:</i> (806) 747-1982	
timcollins@collinstile.com	Y	(806) 789-7738	timcollins@collinstile.com		
Member			Small Business	<i>Curr:</i> 10/01/2014-10/01/2017	Y
Professional	Y	5111 Itasca Street	Administration	<i>2nd:</i> 01/23/2014-10/01/2014	
Davis		Lubbock, TX 79414	1205 Texas Avenue	<i>Ist:</i>	
Mr. Calvin			Lubbock, Tx 79401		
<i>Email:</i>	Y	8067448138	8064727462	<i>Fax:</i> 8064727489	
calvin.davis@sba.gov			calvin.davis@sba.gov		
Member			PlainsCapital	<i>Curr:</i> 10/01/2013-10/01/2016	N
	Y	4615 102nd Street	5010 University Avenue	<i>2nd:</i> 10/28/2010-10/01/2013	
Eubank		Lubbock, TX 79424	Lubbock, TX 79423	<i>Ist:</i>	
Mr. Les					
<i>Email:</i>	Y	(806) 794-4918	(806) 791-7253	<i>Fax:</i>	
leubank@plainscapital.com	Y	(806) 789-6776	leubank@plainscapital.com		
Member			Gilbreath Property Co.,	<i>Curr:</i> 10/01/2012-10/01/2015	Y
	N	4603 5th Street	L.C.	<i>2nd:</i>	
Gilbreath		Lubbock, TX 79416	624 27th Street	<i>Ist:</i>	
Mr. James			Lubbock, TX 79416		
<i>Email:</i>	N	(806) 791-3502	Gilbreath Prop	<i>Fax:</i>	
jogjr@sbcglobal.net	Y	(806) 787-6051	jogjr@sbcglobal.net		
Member			Pro Petroleum/Rip Griffin	<i>Curr:</i> 10/01/2014-10/01/2017	Y
CEO	N	4601-10th st.	Companies	<i>2nd:</i>	
Griffin		Lubbock, Texas 79416	4710-10th st.	<i>Ist:</i>	
Mr. Marcus			Lubbock, Texas 79416		
<i>Email:</i>	N	(806) 797-3185	(806) 796-5719	<i>Fax:</i> (806) 795-6574	
mgriffin@ripgriffin.com	N	(806) 789-0583	mgriffin@ripgriffin.com		
Member			Science Spectrum	<i>Curr:</i> 10/01/2011-10/01/2014	N
	Y	3302 43rd Street	2579 South Loop 289,	<i>2nd:</i> 10/01/2009-10/01/2011	
Henry		Lubbock, TX 79413	Suite 250	<i>Ist:</i>	
Mrs. Sandy			Lubbock, TX 79423		
<i>Email:</i>	Y	8067992042	8067481040	<i>Fax:</i> 8067451115	
sandy@sciencespectrum.org			sandy@sciencespectrum.org		
Member			MCM Elegante	<i>Curr:</i> 10/01/2014-10/01/2017	Y
Hotel/Motel Industry Rep.	N	10609 Boston Ave	801 Avenue Q	<i>2nd:</i>	
Murray		Lubbock, Texas 79423	Lubbock, Texas 79401	<i>Ist:</i>	
Mrs. Kristin					
<i>Email:</i>	N	(806) 441-5916	(806) 763-1200	<i>Fax:</i> (806) 741-0421	
kmurray@mcmelegante.com	N	(806) 441-5916	kmurray@mcmelegante.com		
Member				<i>Curr:</i> 10/01/2014-10/01/2017	Y
Professional Experience	Y	4614 103rd Street		<i>2nd:</i> 01/10/2013-10/01/2014	
Nail		Lubbock, TX 79424		<i>Ist:</i>	
Mr. Lance					
<i>Email:</i>	Y	8063685453	8068341300	<i>Fax:</i> 8067421572	
lance.a.nail@gmail.com			lance.nail@ttu.edu		
Member			Craftsman Printers	<i>Curr:</i> 01/23/2014-10/01/2016	Y
Lubbock County Resident	Y	3802 103rd Street	535 32nd Street	<i>2nd:</i>	
Peters		Lubbock, TX 79423	Lubbock, TX 79404	<i>Ist:</i>	
Mr. Lance					

Confidential

Home

Business

*Reappt
Elig.*

<i>Email:</i>		8067444455	<i>Fax:</i>	8067650860
	Y	8067898948		
Vice Chair		1600 Broadway	<i>Curr:</i>	10/01/2013-10/01/2016
	Y	4621 91st Street	<i>2nd:</i>	10/01/2010-10/01/2013
Sharbutt		Lubbock, TX 79424	<i>1st:</i>	04/01/2009-10/01/2010
Mr. David				
<i>Email:</i>	Y	8067830133	<i>Fax:</i>	
dsharbutt@zona.net	Y	8064387707		dsharbutt@zona.net

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 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.