City of Lubbock, Texas
Special City Council Meeting
Thursday, September 4, 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
Latrelle Joy, Councilwoman, District 6

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

http://www.mylubbock.us

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

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

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

12:00 p.m. - City Council convenes in open session and recesses into executive session to consider items 1.-1.2.2.

1:30 p.m. -- City Council convenes in open session to consider items 2.-3.9.

1. **Executive Session**

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

1. 1. 2. Storm Water

1. 2. Hold an executive session in accordance with 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. Original T Lubbock BLK 143, Lot 1-4 & OL 31, City of Lubbock, Lubbock County, Texas.

2. **Consent Agenda**

2. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0106 Amendment 37 amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation (TXDOT) for the Selective Traffic Enforcement Program (STEP) - Comprehensive Speed/DWI Grant; accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Immunization Branch - Locals (Immunization) Grant, the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant, the Syphilis Elimination Texas - Lubbock County (STD) Grant, and the Public Health Emergency Preparedness Services (PHEP) Grant; accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant; providing for filing;

and providing for a savings clause.

2. 1. 1. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock a $60,252 State administered, Federally funded, grant agreement for the 2015 STEP Comprehensive Texas Traffic Safety Grant Program.

2. 1. 2. **Resolution - Health Services:** Consider a resolution authorizing and directing the City Manager to execute for and on behalf of the City of Lubbock, an agreement with the State of Texas' Department of State Health Services (DSHS), to obtain grant funding for services or goods to improve or strengthen the local public health capacity to respond to both emerging and continuing public health threats.

2. 1. 3. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an amendment to Contract 58130001950 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund energy assistance programs.

2. 2. **Ordinance 2nd Reading - Finance:** Consider a Supplemental Ordinance 2014-O0107 supplementing Ordinance No. 2007-00058, 2008-O0079, 2009-O0090, 2010-O0075, 2011-O0082, 2012-O0104, and 2013-O0091 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to Provide Public Improvements for the District (First Reading).

2. 3. **Ordinance - 2nd Reading - Finance:** Consider Ordinance 2014-O0108 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2014-15.

2. 4. **Ordinance - 2nd Reading - Finance:** Consider Ordinance 2014-O0109 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2014-15.

2. 5. **Ordinance 2nd Reading - Finance:** Consider Ordinance 2014-O0110 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2014-15.

2. 6. **Ordinance 1st Reading – Right-of-Way**: Consider an ordinance abandoning and closing two underground utility, pedestal and meter easements located on Lots 13 and 15, Castellina Addition, 4501 19th Street, Lubbock, Texas.

2. 7. **Resolution - Aviation**: Consider a resolution authorizing the Mayor to approve a lease agreement between the City of Lubbock and Condorsaa Aviation, LLC for hangar space.

2. 8. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an amendment to a Community Development Funding Contract and all related documents with Lutheran Social Services of the South (LSSS), to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).

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

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

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

2. 12. **Resolution - Risk Management:** Consider a resolution authorizing the City Manager or designee, to purchase from Atlantic Specialty Insurance Company an insurance policy for excess liability insurance coverage.

3. **Regular Agenda**

3. 1. **Public Hearing 1:30 p.m. - Finance:** Hold a public hearing on the Proposed FY 2014-15 Operating Budget and Capital Program.

3. 2. **Public Hearing at 1:30 p.m. - Finance:** Hold a public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 6.01% (percentage by which the proposed tax rate exceeds the effective tax rate calculated under Chapter 26, Tax Code) for a proposed tax rate of 0.52740 per $100 valuation.

3. 3. **Public Hearing 1:30 p.m. - Finance:** Hold a public hearing on the proposed amendment to 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.

3. 4. **Public Hearing - 1:30 p.m. - Finance**: Hold a public hearing on the proposed Storm Water Drainage Charges for the City of Lubbock.

3. 5. **Ordinance 1st Reading - Finance**: An Ordinance approving and adopting a budget for Fiscal Year 2014-15; approving summary of estimated and forecasted revenues, appropriation, and utilization of net assets for all funds of the City; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; providing for filing of adopted budget; establishing Civic Service classifications and positions; appropriating funds for the Fiscal Year 2014-15 Operating Budget and Capital Program of the City of Lubbock; approving inclusion of equipment and property to be purchased as a part of the master lease program; authorizing the Mayor to appropriate certain funding during a duly declared state of disaster; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; amending Subsection 22.04.041(b) of the Code of Ordinances of the City of Lubbock by revising wastewater rates contained therein and providing an effective date for such; amending Subsection 22.06.051(b) of the Code of Ordinances of the City of Lubbock by revising Solid Waste landfill rates as contained therein; amending Subsection 22.03.084 of the Code of Ordinances of the City of Lubbock by revising water rates as contained therein and providing an effective date for such; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that

proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

3. 6. **Ordinance 1st Reading - Finance:** Consider an ordinance setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2014; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

3. 7. **Ordinance 1st Reading - Finance**: Consider an Ordinance 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.

3. 8. **Resolution - Transit:** Consider a resolution authorizing the Mayor to execute agreement 12011 with Texas Tech University for campus bus service.

3. 9. **Resolution - Transit:** Consider a resolution ratifying the execution, by the City Manager, of an extension of an agreement with Texas Tech University authorized by Resolution No. 2013-R0233 for campus bus service.

Special City Council Meeting **2. 1.**

Meeting Date: 09/04/2014

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2014-O0106 Amendment 37 amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation (TXDOT) for the Selective Traffic Enforcement Program (STEP) - Comprehensive Speed/DWI Grant; accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Immunization Branch - Locals (Immunization) Grant, the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant, the Syphilis Elimination Texas - Lubbock County (STD) Grant, and the Public Health Emergency Preparedness Services (PHEP) Grant; accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant; providing for filing; and providing for a savings clause.

Item Summary

On August 28, 2014, the City Council approved the first reading of the ordinance.

I. Accept and appropriate $60,252 from TXDOT for the STEP Comprehensive Speed/DWI Grant, transfer a local match of $60,252 from the General Fund to the Grant Fund, and reduce the Police Department Operating Budget by $60,252.

II. Accept and appropriate $232,115 from the Texas DSHS for the Immunization Grant.

III. Accept and appropriate $87,645 from the Texas DSHS for the RLSS/LPHS Grant.

IV. Accept and appropriate $50,000 from the Texas DSHS for the STD Grant.

V. Accept and appropriate $250,632 from the Texas DSHS for the PHEP Grant.

VI. Accept and appropriate an additional $60,651 from the TDHCA for the CEAP Grant, for a total appropriation of $267,101.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - BA 37

Grant Detail Sheet - STEP Grant

Grant Detail Sheet - Immunization Grant

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) – COMPREHENSIVE SPEED/DWI GRANT; ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE IMMUNIZATION BRANCH – LOCALS (IMMUNIZATION) GRANT, THE REGIONAL AND LOCAL SERVICES SECTION/LOCAL PUBLIC HEALTH SYSTEM (RLSS/LPHS) GRANT, THE SYPHILIS ELIMINATION TEXAS – LUBBOCK COUNTY (STD) GRANT, AND THE PUBLIC HEALTH EMERGENCY PREPAREDNESS SERVICES (PHEP) GRANT; ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) 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 2013-14 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 2013-14 (Budget Amendment #37) for municipal purposes, as follows:

I. Accept and appropriate $60,252 from TXDOT for the STEP Comprehensive Speed/DWI Grant, transfer a local match of $60,252 from the General Fund to the Grant Fund, and reduce the Police Department Operating Budget by $60,252.

II. Accept and appropriate $232,115 from the Texas DSHS for the Immunization Grant.

III. Accept and appropriate $87,645 from the Texas DSHS for the RLSS/LPHS Grant.

IV. Accept and appropriate $50,000 from the Texas DSHS for the STD Grant.

V. Accept and appropriate $250,632 from the Texas DSHS for the PHEP Grant.

VI. Accept and appropriate an additional $60,651 from the TDHCA for the CEAP Grant, for a total appropriation of $267,101.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1314.Amend37.ord

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 28, 2014

Administrative Information

City Assigned Grant Number	86040
Grant Name	Selective Traffic Enforcement Program (STEP-IDM)
Grant Effective Date	10/1/2013-09/30/2014
Grant Provider/Agency	Texas Department of Transportation
Grant Award Amount	$ 60,252
Amount City Grant Match	60,252
Funding Source of Grant Match	100.5735

Budget Information

Grant Appropriation Detail	**Cost**
Overtime	$ 120,503
Total Appropriation	$ 120,503

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 28, 2014

Administrative Information:

City Assigned Grant Number:	TBD
Grant Name:	Immunization Branch - Locals
Grant Effective Date:	9/1/2014-8/31/2015
Grant Provider/Agency:	Texas Department of State Health Services

Personnel Information:

# of full-time positions funded w/grant 4

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Registered Nurse	$ 59,364	27,992	87,356	
Licensed Vocational Nurse	36,420	20,446	56,866	
Customer Service Representative	22,200	14,688	36,888	2,227
ImmTrac/PICS Outreach Specialist	31,164	19,841	51,005	
Total	$ 149,148	82,967	232,115	2,227

Budget Information:	**Cost**
Grant Appropriation Detail	
Compensation	$ 149,148
Benefits	82,967
Total Appropriation	$ 232,115

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 28, 2014

Administrative Information:

City Assigned Grant Number:	TBD
Grant Name:	RLSS/Local Public Health System
Grant Effective Date:	9/1/2014-8/31/2015
Grant Provider/Agency:	Texas Department of State Health Services

Personnel Information:

# of full-time positions funded w/grant	1

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Registered Nurse	$ 75,156	31,371	87,645	18,882

Budget Information:

	Cost
Grant Appropriation Detail	
Compensation	$ 75,156
Benefits	12,489
Total Appropriation	$ 87,645

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 28, 2014

Administrative Information:

City Assigned Grant Number:	TBD
Grant Name:	STD Syphilis Elimination Texas - Lubbock County
Grant Effective Date:	9/1/2014-8/31/2015
Grant Provider/Agency:	Texas Department of State Health Services

Personnel Information:

# of full-time positions funded w/grant 1

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Medical Technologist	$ 34,524	17,769	50,000	2,293

Budget Information:

	Cost
Grant Appropriation Detail	
Compensation	$ 34,524
Benefits	15,476
Total Appropriation	$ 50,000

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
August 28, 2014

Administrative Information:

City Assigned Grant Number:	81100
Grant Name:	Public Health Emergency Preparedness
Grant Effective Date:	9/1/2014 - 8/31/2015
Grant Provider/Agency:	Texas Department of State Health Services
Grant Award Amount:	$ 250,632
Amount City Grant Match:	25,063
Funding Source of Grant Match:	In-kind match

Personnel Information:

Number of full-time positions funded w/grant 3

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Public Health Emergency Preparedness Coordinator	$ 50,186	23,850	74,036	-
Public Health Emergency Preparedness Nurse	55,197	25,505	80,702	-
Strategic National Stockpile Specialist	35,316	20,530	55,846	-
Total	$ 140,699	69,885	210,584	-

Budget Information:	**Cost**
Grant Appropriation Detail	
Compensation	$ 140,699
Benefits	69,885
Travel	6,100
Supplies	
Office supplies	2,250
Training supplies	4,000
Medical supplies	1,458
Other	
Advertisement to promote awareness	10,000
Sponsored trainings	7,500
Miscellaneous	8,740
Total Appropriation	$ 250,632

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
August 14, 2014

Administrative Information:

City Assigned Grant Number:	82055
Grant Name:	Comprehensive Energy Assistance Program
Grant Effective Date:	4/1/2014-09/30/2014
Grant Provider/Agency:	Texas Department of Housing and Community Affairs
Original Appropriation Date:	5/22/2014
Original Appropriation-Budget Ordinance:	2014-O0074
Original Grant Acceptance-Resolution:	2014-R0193

Personnel Information:

No. of full-time positions funded w/ grant: 1

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant	General Fund
CD Contract Coordinator	$ 56,729	25,270	2,001	79,998	-

Budget Information:

Grant Amendment Detail	**5/22/2014 Award Amount**	**Amendment Amount**	**Total Award Amount**
Salaries	$ 1,300		1,300
Benefits	701		701
Household Crisis Utility Assistance	38,063	-	38,063
Utility Assistance Component	140,000	52,313	192,313
Admin and Operations	26,386	8,338	34,724
Total Amendment	$ 206,450	$ 60,651	267,101

Special City Council Meeting **2. 1. 1.**

Meeting Date: 09/04/2014

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock a $60,252 State administered, Federally funded, grant agreement for the 2015 STEP Comprehensive Texas Traffic Safety Grant Program.

Item Summary

The 2015 STEP Comprehensive Texas Traffic Safety Grant Program is a state administered, federally funded selective traffic enforcement program emphasizing Speed and DWI compliance as an effort to reduce death and serious bodily injury that results from traffic collisions. The program utilizes off-duty law enforcement personnel.

Fiscal Impact

The enforcement program will be conducted during Fiscal Year 2014-15. Awards for this grant begin October 1, 2014. This is a 100%, $60,252 grant administered from October 1, 2014 through September 30, 2015.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution & Agreement - STEP

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 Texas Traffic Safety Program Grant Agreement for 2015 STEP Comprehensive emphasizing speed and DWI compliance, by and between the City of Lubbock and the State of Texas, acting by and through the Texas Department of Transportation, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

vw:ccdocs/RES.Agrmt-TxDOT
August 14, 2014

Texas Traffic Safety eGrants

Fiscal Year 2015

Organization Name: City of Lubbock - Police Department

Legal Name: City of Lubbock

Payee Identification Number: 17560005906000

Project Title: STEP- 2015 Comprehensive

ID: 2015-Lubbock -S-1YG-0006

Period: 10/01/2014 to 09/30/2015

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Lubbock** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2015.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **585EG089**

CFDA Number: **20.6**

CFDA Title: **State and Community Highway Safety Grant Program**

Funding Source: Section **402**

DUNS: **058213893**

Project Title: **STEP- 2015 Comprehensive**

This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2014** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2015** unless terminated or otherwise modified.

Total Awarded: **$120,503.20**
Amount Eligible for Reimbursement by the Department: **$60,251.60**
Match Amount provided by the Subgrantee: **$60,251.60**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE	THE STATE OF TEXAS
City of Lubbock [Legal Name of Agency]	Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission
By: _____ [Authorized Signature]	By: _____ [District Engineer Texas Department of Transportation]
_____ [Name]	_____ [Name]
_____ [Title]	_____ [Title]
Date: _____	Date: _____
Under the authority of Ordinance or Resolution Number (for local government) (If Applicable) _____ [Resolution Number]	By: _____ Director, Traffic Operations Division Texas Department of Transportation (Not required for local project grants under $100,000.00) Date: _____
ATTEST: _____ Rebecca Garza, City Secretary	APPROVED AS TO FORM: _____ Jeff Hartsell, Assistant City Attorney

APPROVED AS TO CONTENT:
Roger Ellis by
Roger Ellis, Chief of Police

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 2 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by one of the following

cost principles, as appropriate, outlined in:

1. 2 CFR Part 220 (OMB Circular A-21), Cost Principles for Educational Institutions;
2. 2 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
3. 2 CFR Part 230 (OMB Circular A-122), Cost Principles for Nonprofit Organizations.

F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants.*

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's

procurement and property management standards and (2) the federal procurement and property management standards provided by:

A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or

B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants*.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

ARTICLE 24. DEBARMENT AND SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement

or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://www.bpn.gov/ccr/default.aspx;

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or or via e-mail to SingleAudits@txdot.gov

C. If expenditures are less than $500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or or via e-mail to SingleAudits@txdot.gov as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION
[This article applies only to non-profit entities]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend Department-approved grant management training.

D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.

G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.

H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage),

hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

M. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

Q. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports

2. physical inspection of project records and supporting documentation

3. telephone conversations

4. e-mails and letters

5. quarterly review meetings

6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met

2. Review project accomplishments (performance measures completed, targets achieved)

3. Document any progress towards self-sufficiency

4. Account for any approved Program Income earned and expended

5. Identify exemplary performance or best practices

PROGRAM ELEMENT SELECTION

YEAR LONG

X	DWI	DWI: Driving While Intoxicated
X	Speed	Speed: Speed Enforcement
	OP	OP: Occupant Protection (Safety Belt and Child Safety Seat)
	ITC	ITC: Intersection Traffic Control
	DD	DD: Distracted Driving

WAVE

	DWI	Jurisdiction wide (DWI enforcement effort must be focused at locations where there is an over-representation of alcohol-related crashes and/or DWI arrests)
	Speed	Jurisdiction wide (Speed enforcement should be focused on areas where there is at least a 50% noncompliance with the posted speed limits and/or a higher number of speed-related crashes)
	OP	Jurisdiction wide
	DD	Jurisdiction wide

CMV

	Speed,OP&HMV	CMV: Commercial Motor Vehicle; HMV: Hazardous Moving Violations

GOALS AND STRATEGIES

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce crashes, fatalities, and injuries.
Strategies:	Increase and sustain high visibility enforcement of traffic safety-related laws.
	Increase public education and information campaigns regarding enforcement activities.
Goal:	To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of DWI laws.
Goal:	To reduce the number of speed-related crashes, injuries, and fatalities.
Strategy:	Increase and sustain high visibility enforcement of speed-related laws.

[X] I agree to the above goals and strategies.

BASELINE INFORMATION

Baseline Year (12 months)	From 9/1/2012 to 8/31/2013

Baseline Measure	**Baseline Number**
Number of Driving While Intoxicated (DWI) arrests	838
Number of Driving Under Influence(DUI) of Alcohol by Minor Areests/Citations	15
Number of speed citations	21648

	Baseline Number	**Month/Year of Survey**
Percentage of speed compliance	48 %	11/2013

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

Objective/Performance Measure	Target Number
1. Number and type citations/arrests to be issued under STEP	
a. Increase DWI arrests by	50
b. Increase DUI of Alcohol by Minor arrests/citations by	10
b. Increase speed citations by	7000
2. Proposed total number of traffic related crashes	
a. Reduce the number of alcohol-related crashes to	300
b. Reduce the number of speed-related crashes to	3000
3. Increase speed compliance	
a. Increase the speed compliance rate to	60%
4. Number of Enforcement Hours	2600
Step Indicator	**3.06**

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

Objectives/Performance Measure	Target Number
Support Grant efforts with a public information and education (PI&E) program	
a. Conduct presentations	4
b. Conduct media exposures (e.g. news conferences, news releases, and interviews)	4
c. Conduct community events (e.g. health fairs, booths)	2
d. Produce the following number of public information and education materials	0
e. Number of public information and education materials distributed	500

OPERATIONAL PLAN

Page Title: Speed Sites

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 1	Speed	2500-6800 98th 40 mph 5.6 Miles	23%	All days 0800-2000
2. 2	Speed	1900-8200 IH 27 65 MPH 5 Miles	49%	All days 0800-2000
3. 3	Speed	100-9800 University 40 MPH 6.5 Miles	30%	All days 0800-2000
4. 4	Speed	1900-8100 Indiana 40 MPH 5 MIles	40%	All days 0800-2000
5. 5	Speed	Loop 289 (entire) 60 MPH 26.2 MIles	38%	All days 0800-2000
6. 6	Speed	3400-5000 Milwaukee Ave 45 MPH 2.5 MIles	30%	All days 0800-2000
7. 7	Speed	3400-5100 34th Street 35 MPH 2.5 Miles	39%	All days 0800-2000

OPERATIONAL PLAN

Page Title: Speed Sites

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 1	Speed	2500-6800 98th 40 mph 5.6 Miles	23%	Sunday-Saturday 0800-2000
2. 2	Speed	1900-8200 IH 27 65 MPH 5 Miles	49%	Sunday- Saturday 0800-2000
3. 3	Speed	100-9800 University 40 MPH 6.5 Miles	30%	Sunday-Saturday 0800-2000
4. 4	Speed	1900-8100 Indiana 40 MPH 5 MIles	40%	Sunday-Saturday 0800-2000
5. 5	Speed	Loop 289 (entire) 60 MPH 26.2 MIles	38%	Sunday-Saturday 0800-2000
6. 6	Speed	3400-5000 Milwaukee Ave 45 MPH 2.5 MIles	30%	Sunday-Saturday 0800-2000
7. 7	Speed	3400-5100 34th Street 35 MPH 2.5 Miles	39%	Sunday-Saturday 0800-2000

OPERATIONAL PLAN

Page Title: Speed Sites 2

Site Number	Type (Speed, OP, ITC)	Site Description (include Miles Per Hour)	Survey Results (Compliance Percentage)	Enforcement Period (Days & Times)
1. 8	Speed	2500-5700 50th Street 40 MPH 4.5 Miles	46%	Sunday-Saturday 0800-2000
2.			%	
3. 9	Speed	800-6800 82nd Street 40 MPH 8 Miles	45%	Sunday-Saturday 0800-2000
4. 10	DWI	Jurisdiction Wide	0%	Thursday-Saturday 2000-0600
5.			%	
6.			%	
7.			%	

BUDGET SUMMARY

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries:	$59,801.60	$59,801.60	$119,603.20
(200)	Fringe Benefits:	$0	$0	$0
	Sub-Total:	$59,801.60	$59,801.60	$119,603.20
Category II - Other Direct Costs				
(300)	Travel:	$350.00	$350.00	$700.00
(400)	Equipment:	$0	$0	$0
(500)	Supplies:	$0	$0	$0
(600)	Contractual Services:	$0	$0	$0
(700)	Other Miscellaneous:	$100.00	$100.00	$200.00
	Sub-Total:	$450.00	$450.00	$900.00
Total Direct Costs:		$60,251.60	$60,251.60	$120,503.20
Category III - Indirect Costs				
(800)	Indirect Cost Rate:	$0	$0	$0
Summary				
	Total Labor Costs:	$59,801.60	$59,801.60	$119,603.20
	Total Direct Costs:	$450.00	$450.00	$900.00
	Total Indirect Costs:	$0	$0	$0
Grand Total		$60,251.60	$60,251.60	$120,503.20
	Fund Sources (Percent Share):	50.00%	50.00%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in Egrants.

Special City Council Meeting **2. 1. 2.**

Meeting Date: 09/04/2014

Information

Agenda Item

Resolution - Health Services: Consider a resolution authorizing and directing the City Manager to execute for and on behalf of the City of Lubbock, an agreement with the State of Texas' Department of State Health Services (DSHS), to obtain grant funding for services or goods to improve or strengthen the local public health capacity to respond to both emerging and continuing public health threats.

Item Summary

This bundled contract includes the following grants: (1) Immunization Branch-Locals ($232,115); (2) Public Health Emergency Preparedness Services ($250,632); (3) RLSS/Local Public Health System ($87,645); and (4) STD Syphilis Elimination Texas-Lubbock County ($50,000).

These contracts provide full salary and fringe benefits for six (6) full-time positions which includes two (2) Registered Nurses, one (1) Licensed Vocational Nurse, one (1) ImmTrac/PICS Outreach Specialist, one (1) Strategic National Stockpile Specialist, and one (1) Public Health Emergency Preparedness Coordinator. In addition to these positions the contract also provides partial funding of salary and fringe benefits for one (1) Public Health Coordinator (84%), one (1) Medical Technologist (92%), and one (1) Customer Service Representative (88%).

Lubbock shall implement all final, approved work plans, including the approved 2015 Annual Plan and Strategy Implementation Plan(s) provided by DSHS. Partial listings of the activities associated with the 2015 objectives of the grants include:
• Implement a comprehensive plan to assure that immunization services and vaccines are available to medically underserved and/or under-immunized children and adults living in areas where coverage is low (pockets of need);
• Conduct educational, promotional, and outreach activities for the general public to enhance immunization and emergency preparedness awareness, including distribution of DSHS-provided materials;
• Stop the spread of sexually transmitted diseases through testing, diagnosis, and treatment of those persons who test positive for a sexually transmitted infection and/or their partners who are present to the clinic;
• Ability to prepare for, withstand, and recover – in both the short and long terms – from public health threats;
• Inform, educate, and empower people about health issues

This program fulfills the Core Missions of Public Health—those of Surveillance, Disease Prevention and Public Health Preparedness. Without the funding from the Texas Department of Health contract, our local public health efforts would be greatly impaired. Therefore, staff recommends approval of the resolution.

Fiscal Impact

The total amount approved for the entire contract year amounts to $620,392. The total impact to the general fund for salary and fringe is $22,928.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Rebecca Brawley, Public Health Coordinator

Attachments

Resolution - DSHS
Contract - IMM
Contract - RLSS
Contract - STD
Contract - PHEP

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 execute for and on behalf of the City of Lubbock, an agreement with the State of Texas' Department of State Health Services (DSHS) to obtain grant funding for services or goods to improve or strengthen the local public health capacity to respond to both emerging and continuing public health threats.

This contracts includes the following grants:

(1) IMM/LOCALS Immunization Branch-Locals (IMM), Contract No. **2015-001290-00**;

(2) CPS/HAZARDS Public Health Emergency Preparedness (PHEP), Contract No. **2015-001284-00**;

(3) RLSS/LPHS RLSS/Local Public Health System – PnP (RLSS), Contract No. **2015-001286-00**; and

(4) STD/HIV STD/HIV prevention services (STD), Contract No. **2015-001351-00**.

Said agreements are 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 _____ 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT (1 of 2)
(regarding (2) CPS/HAZARDS Public Health Emergency Preparedness (PHEP), Contract No. **2015-001284-00** only):

_____
Mike Kemp, Fire Chief

APPROVED AS TO CONTENT (2 of 2)
(regarding (1) IMM/LOCALS Immunization Branch-Locals, Contract No. 2014-001290-00; (3) RLSS/LPHS RLSS/Local Public Health System - PnP, Contract No. 2014-001286-00; and (4) STD/HIV STD/HIV prevention services, Contract No. 2014-0012351-00 only):

Scott Snider, Assistant City Manager, Health Services

APPROVED AS TO FORM:

John C. Grace, Assistant City Attorney

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DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001290-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and City of Lubbock (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $232,115.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: IMM/LOCALS Immunization Branch-Locals

7. Statement of Work:

Contractor shall implement and operate an immunization program for children, adolescents, and adults, with special emphasis on accelerating interventions to improve the immunization coverage of children two (2) years of age or younger (0 to 35 months of age). Contractor shall incorporate traditional and non-traditional systematic approaches designed to eliminate barriers, expand immunization capacity, and establish uniform operating policies, as described herein.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

Contractor shall be enrolled as a provider in the Texas Vaccines for Children (TVFC) program, which includes a signed Deputization Addendum to TVFC Provider Enrollment Form (E6-102), by the effective date of this Program Attachment, and must adhere to the TVFC Operations Manual and associated TVFC policy guidelines provided by DSHS (located at http://www.dshs.state.tx.us/immunize/tvfc/tvfc_manual.shtm).

Contractor shall comply with written policies and procedures provided by DSHS in managing vaccines supplied through the TVFC program, including guidelines for proper storage and handling of vaccines and for safeguarding vaccine in the event of natural disaster. Contractor shall comply with all requirements laid out in the final, approved Work Plan (Exhibit A).

- Contractor will use the current vaccine management system as described in the TVFC Operations Manual.
- Contractor shall notify providers of changes to vaccine storage and handling, vaccine management reporting, and present updates and training to providers, as requested by DSHS.
- Contractor shall plan and implement community-based activities and collaborations to accomplish the required tasks as specified in the final, approved Work Plan (Exhibit A).

Contractor shall report all reportable conditions as specified in 25 Texas Administrative Code (TAC) Part I §§97.1-97.6 and §§97.101-97.102, and as otherwise required by law.

Contractor shall report all vaccine adverse event occurrences in accordance with the 1986 National Childhood Vaccine Injury Act (NCVIA) 42 U.S.C. § 300aa-25 (located at http://vaers.hhs.gov/ or 1-800-822-7967).

Contractor shall inform and educate the public about vaccines, and vaccine-preventable diseases, as described in the DSHS Immunization Contractors Guide for Local Health Departments (located at http://www.dshs.state.tx.us/immunize/docs/contractor/E11-13985_FY2015_ContractorsGuide.pdf).

Contractor shall conduct outreach and collaborative activities with American Indian tribes located within the boundaries of the contractor's jurisdiction.

Contractor shall work to promote a health care workforce within the Local Health Department's service area (including Contractor's staff) that is knowledgeable about vaccines, vaccine safety, vaccine-preventable diseases, and delivery of immunization services.

Contractor shall not deny vaccinations to recipients because they do not reside within Contractor's jurisdiction or because of an inability to pay an administration fee.

Contractor shall comply with all applicable federal and state regulations and statutes, including but not limited to:

- Human Resources Code §42.043, VTCA;
- Education Code §§38.001-38.002, VTCA;
- Health and Safety Code §§12.032, 81.023 and 161.001-161.009, VTCA;
- 25 TAC Chapter 97;
- 25 TAC, Chapter 96;
- 25 TAC, Chapter 100;
- 42 USC §§247b and 300 aa-25;
- Omnibus Budget Reconciliation Act of 1993, 26 USC §4980B; and
- Senate Bill 346.

Contractor shall comply with current applicable state and federal standards, policies and guidelines, including but not limited to DSHS's Standards for Public Health Clinic Services, revised August 31, 2004 (located at http://www.dshs.state.tx.us/qmb/default.shtm#public).

Contractor shall be responsible for conducting outreach regarding vaccinations for children (19 through 35 months of age in the Contractor's jurisdiction) included on the list distributed to Contractor by DSHS. Lists are distributed at the start of each quarterly reporting period (September 01, 2014, December 01, 2014, March 01, 2015, and June 01, 2015.).

Contractor must receive written approval from DSHS before varying from applicable policies, procedures, protocols, and/or work plans, and must update and disseminate its implementation documentation to its staff involved in activities under this contract within forty-eight (48) hours of making approved changes.

Contractor shall review monthly grant funding expenditures and salary savings from any grant-paid staff vacancies and revise spending plan to ensure that all funds will be properly expended under this contract before the end of the contract term on August 31, 2015.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a monthly basis. If expenditures are below what is projected in Contractor's total Program Attachment amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

SECTION II: PERFORMANCE MEASURES:

The following performance measure(s) will be used, in part, to assess Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the terms of the Contract.

Contractor shall:

- Investigate and document, in accordance with DSHS Texas Vaccine-Preventable Disease Surveillance Guidelines (located at http://www.dshs.state.tx.us/idcu/investigation/conditions/) and NBS Data Entry Guidelines, at least 90% of suspected reportable vaccine-preventable disease cases within thirty (30) days of notification.

- Complete 100% of the follow-up activities, designated by DSHS, for TVFC provider quality assurance

site visits assigned by DSHS.

• Ship overstocked vaccines and vaccines approaching expiration to alternate providers for immediate use when instructed to do so by the DSHS Health Service Region (HSR) Immunization Program Manager to avoid vaccine waste.

• Contact and provide case management to 100% of the number of hepatitis B surface antigen-positive pregnant women identified.

• Contact 3% or 250 children per FTE (whichever is more) who are not up-to-date on their immunizations according to the ImmTrac-generated client list provided to the contractor by DSHS at the beginning of each reporting period.

• Perform outreach and education activities targeting adolescents 14 to 18 years of age and their parents via health-care providers, health-care clinics, hospitals, and any other health-care facility providing health care to adolescents 14 to 18 years of age to satisfy Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095 requirements. Additional outreach and educational activities may focus on high schools, colleges, and universities.

• Participate in at least one collaborative meeting concerning tribal health issues, concerns, or needs with American Indian tribal members during the contract term if American Indian tribes are in their jurisdiction.

• Report outreach done, and collaborative efforts made, with the American Indian tribes in the contractor's jurisdiction.

• Review 100% of monthly biological reports, vaccine orders (when applicable), and temperature logs for accuracy to ensure the vaccine supply is appropriately maintained and within established maximum stock levels.

• Complete 100% of child-care facility and Head Start center assessments, in accordance with the Immunization Population Assessment Manual, as assigned by DSHS.

• Complete 100% of public and private school assessments, retrospective surveys, and validation surveys, in accordance with the Immunization Population Assessment Manual, as assigned by DSHS.

• Report number of doses administered to underinsured children monthly, as directed by DSHS.

• Report the number of unduplicated underinsured clients served, as directed by DSHS.

Contractor shall utilize the AFIX (Assessment, Feedback, Incentives, and eXchange) on line tool and methodology, found in the Immunization Quality Assurance Tool Resource Manual, (located at http://www.dshs.state.tx.us/immunize/docs/QA_site_visit.pdf) to assess immunization practices and coverage rates for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. Immunization provider coverage rates will be generated using the Comprehensive Clinic Assessment Software Application (CoCasa), as specified by DSHS.

Contractor shall utilize the Center for Disease Control and Prevention (CDC) Provider education, Assessment, and Reporting (PEAR) system to document TVFC quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics. . Contractor shall submit the final assessment results in the PEAR system within 10 days of conducting the

visit.

Contractor shall utilize the CDC PEAR system to document TVFC unannounced storage and handling visits conducted at TVFC provider offices. Contractor shall submit the final unannounced storage and handling visit results in the PEAR system within 10 days of conducting the visit.

Contractor is required to complete and submit Immunization Inter-Local Agreement Quarterly Report form, utilizing the format provided by the DSHS Program and available at http://www.dshs.state.tx.us/immunize/providers.shtm, by the report due date.

Report Type	Reporting Period	Report Due Date
Programmatic	09/1/2014 to 11/30/2014	12/31/2014
Programmatic	12/1/2014 to 02/28/2015	03/31/2015
Programmatic	03/1/2015 to 05/31/2015	06/30/2015
Programmatic	06/1/2015 to 08/31/2015	09/30/2015

Contractors LHD ILA Quarterly Reports should be submitted electronically to dshsimmunizationcontracts@dshs.state.tx.us according to the time frames stated above.

SECTION III: SOLICITATION DOCUMENT:

Governmental Entity

SECTION IV: RENEWALS:

There are no renewals.

SECTION V: PAYMENT METHOD:

Cost Reimbursement
Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION V: BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The Form B-13 can be found at the following link http://www.dshs.state.tx.us/grants/forms/b13form.doc. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Department of State Health Services
Claims Processing Unit MC 1940
1100 West 49th Street
P. O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Lubbock County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00022

DCPS "GOLIVE" IMMUNIZATION LOCALS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.268, 93.268, 93.268, 93.268, 93.268, 93.268, State

14. DUNS Number:

058213893

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
LHD ILA Quarterly R	Quarterly	09/01/2014	11/30/2014	12/31/2014
LHD ILA Quarterly R	Quarterly	12/01/2014	02/28/2015	03/31/2015
LHD ILA Quarterly R	Quarterly	03/01/2015	05/31/2015	06/30/2015
LHD ILA Quarterly R	Quarterly	06/01/2015	08/31/2015	09/30/2015
Financial Status Rep	Quarterly	09/01/2014	11/30/2014	12/30/2014
Financial Status Rep	Quarterly	12/01/2014	02/28/2015	03/31/2015
Financial Status Rep	Quarterly	03/01/2015	05/31/2015	06/30/2015
Financial Status Rep	Quarterly	06/01/2015	08/31/2015	10/15/2015

Submission Instructions:

LHD ILA Quarterly Reports shall be sent to dshsimmunizationcontracts@dshs.state.tx.us.

Financial Status Reports shall be sent to invoices@dshs.state.tx.us.

16. Special Provisions

General Provisions, ARTICLE III SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts, as pre-approved in writing by DSHS. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provision, ARTICLE IV. FUNDING, Section 4.03 Use of Funds, is revised to include:

• Funds shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

For immunization activities performed under this Program Attachment, General Provisions, ARTICLE XIV. General Business Operations of Contractor, Section 14.06 Overtime Compensation, is replaced with the following paragraphs:

• Contractor is authorized to pay employees who are not exempt under the Fair Labor Standards Act (FLSA), 29 USC, Chapter 8, §201 et seq., for overtime or compensatory time at the rate of time and one-half per FLSA.

• Contractor is authorized to pay employees who are exempt under FLSA on a straight time basis for work performed on a holiday or for regular compensatory time hours when the taking of regular compensatory time off would be disruptive to normal business operations.

• Authorization for payment under this provision is limited to work directly related to immunization activities and shall be in accordance with the amount budgeted in this contract Attachment. Contractor shall document proper authorization or approval for any work performed by exempt or non-exempt employees in excess of forty (40) hours per work week.

• All revenues directly generated by this Program Attachment or earned as a result of this Program Attachment during the term of this Program Attachment are considered program income; including income generated through Medicaid billings for immunization related clinic services. The Contractor shall use this program income to further the scope of work detailed in this Program Attachment, and must keep documentation to demonstrate such to DSHS's satisfaction. This program income may not be used to take the place of existing local, state, or federal program funds. Program income shall not be used for purchase of vaccines, inpatient care, construction of facilities, or debt retirement.

General Provisions, ARTICLE XV. GENERAL TERMS, Section 15.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2015-001290-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budgets
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	Exhibit A

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	City of Lubbock
Vendor Identification Number:	17560005906

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract.

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

City of Lubbock

By:
Signature of Authorized Official

Date

Name and Title
Glen C. Robertson, Mayor
Address
1625 13th
City, State, Zip
Lubbock, TX 79401
Telephone Number
(806) 775-2003
E-mail Address
grobertson@mylubbock.us

Approved as to form: _____

Attest: _____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT: _____

Budget Summary

Organization Name: City of Lubbock

Program ID: IMM/LOCALS

Contract Number: 2015-001290-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$149,148.00	$0.00	$0.00	$149,148.00
Fringe Benefits	$82,967.00	$0.00	$0.00	$82,967.00
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total Direct Costs	$232,115.00	$0.00	$0.00	$232,115.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$232,115.00	$0.00	$0.00	$232,115.00

Exhibit A

Organization Name:	City of Lubbock		
Contract Number:	2015-001290-00	Program ID:	IMM/LOCALS
Contract Term:	09/01/2014 - 08/31/2015	Program Name:	Immunization Branch-Locals

UNIT A

Program Stewardship and Accountability

Contractor General Requirement Unit A-1:

Implement a comprehensive immunization program. Activities under this requirement shall be conducted in accordance with the Department of State Health Services (DSHS) Immunization Contractors Guide for Local Health Departments.

Activities:

- Adhere to Standards for Child and Adolescent Immunization Practices and Standards for Adult Immunization Practices found at:
http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-pediatric.pdf and
http://www.cdc.gov/vaccines/pubs/pinkbook/downloads/appendices/H/standards-adult.pdf.
- Maintain current policies in compliance with the DSHS Immunization Contractors Guide for Local Health Departments and have them available to Contractor's staff.
- Lapse no more than 5% of total funded amount of the contract.
    - Maintain and adjust spending plan throughout the contract term to avoid lapsing funds.
    - Account for and use Program Income appropriately throughout the contract term.
    - Maintain staffing levels to meet required activities of the contract and to ensure that all funds in the personnel category are expended.
- Submit required Quarterly Local Health Department (LHD) Inter-Local Agreement (ILA) Reports to DSHS Immunization Contracts at dshsimmunizationcontracts@dshs.state.tx.us by Close of Business (COB) on December 31, 2014; March 31, 2015; June 30, 2015; and September 30, 2015 or the next business day if the date falls on a weekend or state approved holiday.
- Submit Corrective Action Plan (CAP) letter to DSHS Contract Management Unit (CMU) within fifteen (15) business days after On-Site Evaluation if findings are not resolved at time of site visit to the satisfaction of the HSR Immunization Program Manager and DSHS Immunization Branch Contracts staff.

Contractor General Requirement Unit A-2:

Complete Texas Vaccines for Children (TVFC) site visits, TVFC unannounced visits, and follow-up visits assigned by DSHS Immunization Branch or DSHS Health Service Region Immunization Program staff within prescribed timeframes outlined in the TVFC Operations Manual. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Conduct TVFC site visit follow-up and submit results following the process described and within deadlines established in the TVFC Operations Manual.
- Conduct TVFC site visits in 100% of subcontracted entities as listed in the Inter-Local Application and

non-Local Health Department WIC immunization clinics, if applicable.
• Conduct TVFC unannounced storage and handling visits at TVFC enrolled provider offices within the jurisdiction following the process described and within deadlines established in the TVFC Operations Manual.

Contractor General Requirement Unit A-3:

Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and TVFC Operations Manual.

Activities:
• Ensure that expired, wasted, and unaccounted-for vaccines do not exceed 5% in Contractor's clinics.
• Ensure that all expired, spoiled/wasted vaccines is appropriately identified and entered into the Electronic Vaccine Inventory (EVI) system.
• Maintain storage and handling policies and procedures according to the TVFC Operations Manual. (http://www.dshs.state.tx.us/immunize/tvfc/tvfc.manual.shtm)
• Ensure that appropriate Vaccine Management plan is in place at each clinic location and that it includes an updated Emergency Contingency Plan.
• Ensure that overstocked vaccines or those vaccines nearing expiration are shipped to alternate providers as directed by the Health Service Region (HSR) Immunization Program managers, for timely use to avoid vaccine waste.

Contractor General Requirement A-4:

Implement a plan to assure that vaccines provided through the TVFC program are not provided inadvertently to fully privately insured individuals, including children covered by S-CHIP.

Establish and maintain protocols for screening individuals for eligibility and insurance coverage before administering vaccines provided through the TVFC program. Contractors may use Patient Eligibility Screening Form (C-10) or electronically store this information.

Any child who upon screening meets one of the eligibility criteria listed below and who is 18 years of age or younger qualifies for state or federal vaccine through the TVFC program:
a. Eligible for Vaccine For Children (VFC) Vaccine:
   • Medicaid Enrolled,
   • No Health Insurance,
   • American Indian or Alaskan Native, or
   • Underinsured* served by a Federally Qualified Health Center, Rural Health Clinic, or a deputized provider.
b. Eligible for State/Federal Vaccine:
   • Enrolled in CHIP**, or
   • Other Underinsured***.

* Underinsured includes children with health insurance that does not include vaccines or only covers specific vaccine types. Children are only eligible for vaccines that are not covered by insurance. In addition, to receive VFC vaccine, underinsured children must be vaccinated through a Federally Qualified Health Center (FQHC) or Rural Health Clinic (RHC) or under an approved deputized provider. The deputized provider must have a written agreement with an FQHC/RHC and the state/local/territorial immunization program in order to vaccinate underinsured children.
** Children enrolled in separate state Children's Health Insurance Program (CHIP). These children are considered insured and are eligible for vaccines through the TVFC program as long as the provider bills CHIP for the administration of the vaccine.
*** Other underinsured are children that are underinsured but are not eligible to receive federal vaccine through the VFC program because the provider or facility is not a FQHC/RHC or a deputized provider. However, these children may be served if vaccines are provided by the state program to cover these non-VFC eligible children.

UNIT B

Assessing Program Performance

Contractor General Requirement Unit B-1:

Conduct educational, promotional, and outreach activities for the general public to enhance immunization awareness, including distribution of DSHS-provided materials. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:
• Contractor will provide vaccine and immunization education to target audiences and to the general public on the benefits of vaccination, the risk of vaccine-preventable diseases, staying on the Advisory Committee on Immunization Practices (ACIP) Recommended Immunization Schedule(s), and the importance of not missing any vaccines.
• Inform and educate parents of infants, children, adolescents, adults (men and women), grandparents, seniors, health-care providers, and the general public about vaccines for all age groups and vaccine-preventable diseases. Information should include the importance and benefits of being fully vaccinated, vaccine recommendations, and the location of community vaccination clinics.
• Conduct at least one monthly immunization education activity specifically directed to one of the target groups as directed by DSHS.
• Conduct at least twelve (12) outreach and educational activities during the contract period in accordance with Texas Health and Safety Code Chapter 161, Subsection A, Section 161.0095, to each of the following audiences: health-care providers, health-care clinics, hospitals, and any other health-care facility providing health care to adolescents 14 to 18 years of age and report results on the Quarterly Report. Additional outreach and educational activities may focus on high schools, colleges, and universities.
• Document the activity with the number and type of participants and evaluate activity by obtaining feedback from participants.
• Use national immunization observances as opportunities to conduct specific education and promotional

activities to give emphasis to the importance and benefits of vaccines: National Infant Immunization Week (NIIW), National Immunization Month (NIM), National Adult Immunization Week (NAIW), and National Influenza Week (NIW).

- Develop and implement a written communications and customer service plan to assure customers receive consistent, correct immunization information and services in a courteous and friendly manner on a timely basis.
- Participate in special initiatives as directed by DSHS, such as the Dairy Queen Coupon project, the Hallmark Card Governor's Program, and others.
- Participate in statewide media campaigns by distributing DSHS-developed and produced public service announcements and materials to local television and radio stations, newspapers, parent publications, university newspapers, high school newspapers, and neighborhood newspapers.
- Promote www.ImmunizeTexas.com, the Immunization Branch's website; The Upshot, electronic newsletter; and the Vaccine Advisory, vaccine newsletter to providers in the Contractor's jurisdiction.
- Promote and distribute immunization literature for the public to TVFC providers and Contractor's clinics.
- Provide information to clients, families, health-care providers, and the general public on the purpose of ImmTrac, the benefits of ImmTrac participation, and the importance of maintaining a complete immunization history in ImmTrac.
- Inform the general public about the Texas Vaccines for Children (TVFC) program and the qualifications to participate in it.
- Distribute TVFC information and educational materials at venues where parents of TVFC-eligible children might frequent.
- Inform and highly recommend to the medical community and local providers within the Contractor's' jurisdiction on the annual Centers for Disease Control and Prevention (CDC) Epidemiology and Prevention of Vaccine-Preventable Disease (EPI-VAC) training.

Establish collaborative efforts with appropriate community entities regarding promoting immunizations and the reduction of vaccine-preventable diseases. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Identify providers, hospitals, schools, child-care facilities, social service agencies, and community groups involved in promoting immunizations and reducing vaccine-preventable diseases.
- List and maintain contact information of group members and collaborations and identify the best practices they are promoting.
- Maintain written agreements and updates of group members and collaborations.
- Document communications, group meetings, and planning of activities that promote the Best Practices identified in contract agreement. Documents are to be accessible during site visits.
- Report new group members on the Quarterly Report.

Contractor General Requirement Unit B-2:

When assigned by DSHS, complete 100% of child-care facility and Head Start center assessments and child-care audits. Activities under this requirement shall be conducted in accordance with the DSHS

Immunization Contractors Guide for Local Health Departments and Population Assessment Manual.

When assigned by DSHS, complete 100% of public and private school assessments, retrospective surveys, and validation surveys. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Population Assessment Manual.

Activities:

- Complete and report 100% of required audits/assessments as assigned by the Immunization Branch, DSHS. These will include:
  - Texas Child-Care Immunization Assessment
  - Child-Care Audit
  - Annual Report of Immunization Status (school self-assessments)
  - School Audit
  - Texas School Immunization Validation Survey
  - Texas County Retrospective Immunization School Survey (TCRISS)
- Assigned surveys/assessments must be completed utilizing the instructions in DSHS Immunization Contractors Guide for Local Health Departments and the Population Assessment Manual.
- Monitor vaccination and exemptions per respective areas for completed audits/assessments.
- Analyze, provide feedback, and monitor vaccination trends for public school districts, private schools, licensed child-care facilities, and registered family homes to increase vaccination coverage using audit/assessment data.
- Identify trends and areas of need for local health department jurisdictions and coordinate interventions.
- Collaborate with school/child-care facilities and registered family homes to identify needed improvements. Report these results/findings to the Assessment, Compliance and Evaluation Group, Immunization Branch, DSHS.

Contractor General Requirement B-3:

Work with TVFC providers to develop quality improvement processes to increase coverage levels and decrease missed opportunities using AFIX components, as appropriate, and move toward use of IIS as primary source of data for provider coverage level assessment by the end of project period. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and the Texas Vaccine For Children Provider Manual.

Activities:

- Conduct immunization coverage level assessments utilizing the AFIX online tool and (CoCASA) in 100% of subcontracted entities as listed in the Inter-Local Application and non-Local Health Department WIC immunization clinics, if applicable.
- Conduct TVFC quality assurance site-visits for all sub-contracted entities and non-local health department Women, Infant and Children (WIC) clinics utilizing the CDC Provider Education, Assessment, and Reporting (PEAR) system and submitting the final assessment results in the PEAR system within 10 days of conducting the visit.
- Conduct TVFC unannounced storage and handling visits at TVFC provider offices utilizing the CDC

PEAR system and submitting the final unannounced storage and handling visit results in the PEAR system within 10 days of conducting the visit.

Contractor General Requirement B-4:

Investigate and document at least 90% of reportable suspected vaccine-preventable disease cases within thirty (30) days of notification in accordance with DSHS Texas Vaccine-Preventable Disease (VPD) Surveillance Guidelines (http://www.dshs.state.tx.us/idcu/health/vaccine_preventable_diseases/resources/) and National Electronic Disease Surveillance System (NEDSS). Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Adhere to the DSHS VPD Surveillance Guidelines, NEDSS Data Entry Guidelines, and Epi-Case Criteria Guide (https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Epi%20Case%20Criteria%20Guide%202012.pdf) in conducting this General Requirement and the associated activities.
- Complete all data entry into NEDSS Base System (NBS) following the NBS data Entry Guidelines. (https://txnedss.dshs.state.tx.us:8009/PHINDox/UserResources/Data_Entry_Guidelines_2007.pdf).
- Verify and enter complete vaccination history in NBS on all VPD investigations with case status of confirmed or probable. Complete vaccination history should be assessed through ImmTrac, provider offices, school records, or patient records.
- Routinely review and follow up on all VPD laboratory reports received, including electronic lab reports (ELRs) sent from DSHS through NBS and Health Alert Network (HAN).
- Provide feedback on any unmet performance measures during each Quarterly Report review.
- All new VPD surveillance staff will attend Introduction to NBS training and complete the certification process in order to gain access to the NBS system.

Contractor General Requirement Unit B-5:

Educate, inform, and train the medical community and local providers within Contractor's jurisdiction on immunization activities listed below. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Provide training on TVFC requirements and updates (as described in the TVFC Operations Manual) to TVFC providers annually at a minimum.
- Ensure that the TVFC providers have the most up-to-date, DSHS-produced immunization information in their offices.
- Provide training, information, and technical assistance to promote the effective use of ImmTrac by private providers (which includes education regarding the benefits of ImmTrac participation).
- Educate private providers about the ImmTrac enrollment process and the statutory requirement to report immunizations.
- As directed by DSHS identify first responders and their immediate family in the community and inform

them of the opportunity to be included in ImmTrac.
• Conduct educational training for hospital and health-care providers within the Contractor's jurisdiction, to increase mandatory screening and reporting of hepatitis B surface antigen (HBsAg_ - positive women.
• Provide training on the prevention of Perinatal Hepatitis B to providers within the Contractor's jurisdiction.
• Educate physicians, laboratories, hospitals, schools, child-care staff, and other health providers on VPD reporting requirements.
• Educate and update providers on the most currentACIP recommendations for all age groups, as well as on applicable regulatory vaccination requirements.
• Provide training relating to Standards for Child and Adolescent Immunization Practices (http://www.cdc.gov/vaccines/schedules/hcp/child-adolescent.html) and Standards for Adult Immunization Practices (http://www.cdc.gov/vaccines/schedules/hcp/adult.html) to all immunization providers within Contractor's jurisdiction.
• Inform all private providers on the federal requirement that the most current Vaccine Information Statements (VIS) must be distributed to patients (http://www.cdc.gov/vaccines/pubs/vis/default.htm).
• Promote a health-care workforce that is knowledgeable about vaccines, vaccine recommendations, vaccine safety, vaccine-preventable diseases, and the delivery of immunization services.
• Educate health-care workers on the need to be vaccinated themselves.
• Provide information to community health-care employers (hospitals, clinics, doctor's offices, long-term care facilities) about the importance of vaccination of health-care workers.
• Educate private providers to send National Immunization Surveys (NIS) to the Contractor for research prior to returning the survey to CDC, if applicable.
• Coordinate educational and other activities with local WIC programs to assure that children participating in WIC are screened and referred to their "medical home" for vaccination using a documented immunization history in accordance with the Standards for Child and Adolescent Immunization Practices (http://www.cdc.gov/vaccines/schedules/hcp/child-adolescent.html).
• Offer educational opportunities to all WIC programs in the service area, including information about on-line and satellite-broadcast continuing education opportunities from the Centers for Disease Control and Prevention (CDC) Continuing Education web site (http://www.cdc.gov/vaccines/ed/default.htm).
• Report on education, training, outreach activities or collaborative efforts conducted to the medical community and local providers in the Contractor's jurisdiction and the outcomes on each Quarterly Report.

UNIT C

Assuring Access to Vaccines

Contractor General Requirement Unit C-1:

Engage American Indian tribal governments, tribal organizations representing those governments, and tribal epidemiology centers of Alaskan Native Villages and Corporations located within contracted local health department boundaries in immunization activities. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Perform education, training, outreach activities and provide technical assistance for American Indian tribal governments, tribal organizations representing those governments, and tribal epidemiology centers of Alaskan Native Villages and Corporations.
- Report on education, training, outreach activities, or collaborative efforts conducted to American Indian tribal governments, tribal organizations representing those governments, and tribal epidemiology centers of Alaskan Native Villages and Corporations and the outcomes on each Quarterly Report.

Contractor General Requirement Unit C-2:

Provide immunization services and ACIP-recommended vaccines in Contractor's clinics to children, adolescents, and adults to maximize vaccine coverage levels within Contractor's jurisdiction. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Ensure that all ACIP recommended vaccines are routinely available to TVFC patients and that Adult Safety Net vaccines are available to eligible adult patients.
- Recommend the simultaneous administration of all needed vaccines for the patient.
- Follow only medically supportable contraindications to vaccination.
- Verbally educate patients and parents/guardians about the benefits and risks of vaccination and distribute DSHS educational materials as applicable as part of this conversation.
- Discuss, and attempt to schedule, the next immunization visit at each client encounter.
- Explain the benefits of a "medical home" and assist the parent/guardian in obtaining or identifying the child's medical home.
- Use a Reminder/Recall system (manual, TWICES, ImmTrac, or other system).
- Establish "standing orders" for vaccination in Contractor's clinics, consistent with legal requirements for standing orders (including, but not limited to, those found in the Texas Medical Practice Act).
- Implement an employee immunization policy according to CDC recommendations in Contractor's clinics.

Enroll and sustain a network of TVFC and other providers to administer federally funded vaccines to program-eligible populations according to CDC/ACIP and National Vaccine Advisory Committee (NVAC) standards.

Conduct recruitment to increase the number of ImmTrac providers, TVFC providers, and Perinatal Hepatitis B Providers. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Conduct recruitment activities as defined in the TVFC Operations Manual with providers on the DSHS-supplied provider recruitment list.
- Target adolescent health-care providers for recruitment and emphasize adolescent vaccine requirements and recommendations

Contractor General Requirement Unit C-3:

Assure compliance with Health and Human Services (HHS) Deputization Guidance. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments.

Activities:

- Annually sign Deputization Addendum to Texas Vaccines for Children Program (TVFC) Provider Enrollment Form (E6-102), and provide immunization services to underinsured children.
- Report monthly the number of vaccine doses administered to underinsured clients by age categories 0-6 and 7-18 years of age as directed by DSHS.
- Report monthly the number of unduplicated underinsured clients served by age categories 0-6 and 7-18 years of age as directed by DSHS.

Contractor General Requirement Unit C-4:

Work with partners, as appropriate, to assure coordination of the following activities in order to prevent perinatal hepatitis B transmission.

a.) Identification of HBsAg-positive pregnant women.
b.) Newborn prophylaxis with hepatitis b vaccine and hepatitis B immune globulin (HBIG).
c.) Timely completion of doses two and three.
d.) Post-vaccination serology.

Ensure all pregnant women are screened for HBsAg and that all HBsAg-positive pregnant women are reported to DSHS. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:

- Develop a surveillance system that includes prenatal care providers, obstetrical and gynecological care providers, family practitioners, and labor and delivery facilities to assure all HBsAg-positive pregnant women are reported to DSHS within one week of diagnosis.
- Educate prenatal care providers to ensure they are screening pregnant women for HBsAg status during each pregnancy; implement procedures for documenting HBsAg screening results in prenatal care records, and forward original laboratory results to the delivery facility.
- Educate delivery hospitals to ensure they verify prenatal HBsAg test results of pregnant women on admission for delivery and test for HBsAg at delivery.
- Provide DSHS produced educational materials on how to prevent perinatal hepatitis B transmission for distribution to appropriate clients in agencies that include WIC, religious organizations, refugee/immigration assistance programs, and other community-based organizations.
- Provide trainings, as directed by DSHS, to delivery hospitals on reporting HBs-Ag positive test results for women who have delivered at their facilities.
- Submit a Perinatal Hepatitis B (PHB) quarterly report to the Perinatal Hepatitis B Prevention Program

Coordinator reporting educational trainings conducted.

Ensure that all infants born to HBsAg-positive women and women whose HBsAg status is unknown will receive the first dose of the hepatitis B vaccine and hepatitis B immune globulin (HBIG) within 12 hours of birth. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:

- Ensure all labor and delivery facilities develop standing orders and policies to administer the first dose of the hepatitis B vaccine and HBIG to at-risk infants within 12 hours of birth.
- Identify labor and delivery facilities that do not have standing orders and/or policies and educate providers to establish standing orders and policies to administer to at-risk infants the first dose of the hepatitis B vaccine and HBIG within 12 hours of birth.
- \ Determine the number of newborns that do not receive the first dose of the hepatitis B vaccine and/or the hepatitis B immune globulin and work with those facilities to ensure all at-risk infants receive the hepatitis B vaccine series and hepatitis B immune globulin within 12 hours of birth.
- Report to DSHS all infants born to HBsAg-positive women within fifteen (15) calendar days of the event.

Ensure that 100% of the number of identified infants born to HBsAg-positive women will complete the hepatitis B vaccine series and post-vaccination serology testing. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Activities:

- Administer or obtain from the provider or ImmTrac the complete hepatitis B vaccine series. Infants shall complete the hepatitis B vaccine series by 6 – 8 months of age if the infant receives a single antigen or Pediarix vaccine and by 15 months of age if the infant receives the Comvax series.
- Perform post-vaccination serology testing or obtain from the provider the post-vaccination serology testing results to determine immunity against hepatitis B. Post vaccination serology testing shall be done by 9 – 15 months of age if the infant received a single antigen or Pediarix vaccine and by 18 months of age if the infant received the Comvax vaccine series.
- For all cases documented as a lost to follow-up on the Perinatal Hepatitis B case management form, report the number and types of attempted activities performed in locating the mother or guardian of the infant to DSHS on the Perinatal Hepatitis B case management form.

Contractor General Requirement C-5

All household contacts over 24 months of age and sexual partners of reported HBsAg-positive women shall be referred for serologic testing to determine susceptibility status in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and Perinatal Hepatitis B Prevention Manual.

Household contacts over the age of 24 months and sexual contacts are not eligible for the program. They should be referred to health care providers for screening and vaccination if susceptible. The number of

contacts over age 24 months identified and referred to a health care provider is to be documented on the woman's case management form.

Ensure all household contacts below or equal to 24 months of age are case managed as appropriate to ensure the infant completes the hepatitis B vaccine series and receives post-vaccination serology testing as scheduled. A contact case management form should be completed for all contacts under or equal to 24 months of age and case management activities performed.

UNIT D

Immunization Information Technology Infrastructure-Assure that the immunization information technology infrastructure supports program goals and objectives.

Contractor General Requirement Unit D-1:

Promote provider site participation and assure immunization record completeness, timeliness, accuracy, efficiency, and data use to support immunization program goals and objectives.

Effectively utilize ImmTrac, the statewide immunization registry, in Contractors' clinics.

Work in good faith, and as specified herein, to increase the number of children less than six (6) years of age who participate in ImmTrac.

Work in good faith and as specified herein, to ensure ImmTrac registered private providers use ImmTrac effectively as defined in the DSHS Immunization Contractors Guide for Local Health Departments.

Activities under the requirements above shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments

Activities:

- Recruit new private provider sites for ImmTrac.
- Search for the client's immunization history at every client encounter.
- Review the client's record for vaccines due and overdue according to the CDC Recommended Schedules at: http://www.cdc.gov/vaccines/schedules/index.html.
- Report to ImmTrac all immunizations administered to children (younger than 18 years of age) and consented adults in Contractor's clinics, either directly into ImmTrac or through TWICES.
- Follow and explain recommended guidelines for obtaining and submitting ImmTrac consent forms according to the instructions found at http://www.dshs.state.tx.us/immunize/docs/consent_guidelines.pdf.
- Implement changes to the consent process as directed by DSHS.
- Offer updated Immunization History Report to the client or client's parent or guardian at every client encounter.
- At every client encounter, compare all immunization histories (ImmTrac, TWICES, validated patient-held records, clinic medical record) and enter into ImmTrac or TWICES any historical immunizations not in

ImmTrac.

- Verbally and with DSHS produced literature, inform parents presenting at Contractor's clinics about ImmTrac and the benefits of inclusion in ImmTrac.
- Provide orientation to all ImmTrac providers at least once a year and maintain documentation of all technical assistance provided (e.g., telephone logs).
- Explain and demonstrate the effective use of ImmTrac according to the instructions located in the DSHS Immunization Contractors Guide for Local Health Departments.
- Conduct follow-up with registered ImmTrac providers who are inactive or not using ImmTrac effectively.
- Train ImmTrac providers' staff on ImmTrac data entry and quality standards.
- Update all demographic information, including address and telephone number, at every client encounter.
- Conduct outreach (including, but not limited to, the specific outreach described in the DSHS Immunization Contractors Guide for Local Health Departments) to families of children 19 to 35 months of age who are not up-to-date on their immunizations according to ImmTrac; locate additional immunization histories; and enter history data into ImmTrac.
- Collaborate with prenatal health-care providers, birth registrars, hospital staff, pediatricians, and other entities to educate parents, expectant parents, and providers about ImmTrac and the benefits of participation. Includes the dissemination of DSHS educational materials as appropriate.
- Identify and contact families of children for whom ImmTrac consent has been granted but who do not have complete immunization records in ImmTrac.
- Identify all providers who administer vaccine in awardee's jurisdiction, including both pediatric and adult immunization providers.
- Collaborate with partners and develop a provider recruitment strategy to include complementary vaccinators, such as pharmacists and school-located vaccination clinics.
- Encourage ImmTrac participation among providers.
- Use and train providers on the use of the new immunization information system (IIS) as the system becomes available.

Contractors General Requirement Unit D-2:

Incorporate dose-level accountability into IIS functionality so that information can be received and stored (Dose-level accountability includes assigned a provider-determined program eligibility category for a patient to each administered dose of vaccine.

- Conduct education and monitoring of providers to improve eligibility tracking and reporting.

Contractors General Requirement Unit D-3:

Assure provider participation in vaccine ordering and inventory management using the Electronic Vaccine Inventory system.

- Educate providers regarding vaccine ordering policies.
- Train providers to use the Electronic Vaccine Inventory system for inventory and order entry.
- Train providers on the use of the new IIS system as the system is available.

Assist all other TVFC providers in local jurisdiction with maintenance of appropriate vaccine stock levels. Activities under this requirement shall be conducted in accordance with the DSHS Immunization Contractors Guide for Local Health Departments and TVFC Operations Manual.

Activities:

- Evaluate maximum vaccine stock levels twice a year in all TVFC provider clinics under Contractor's jurisdiction and assess providers' inventories when visiting clinics. This activity will become part of the Electronic Vaccine Inventory (EVI) system and local health departments will be advised if any assistance on this activity is needed.
- Review 100% of all vaccine orders, monthly biological reports, and monthly temperature logs for accuracy and to ensure that the vaccine supply requested is within established guidelines. Review may be done from a paper report or on the EVI system.
- If vaccine is available locally, conduct transfers and/or deliveries to support the TVFC providers requesting assistance.
- Educate and assist all TVFC providers with TVFC Provider Choice, as directed by DSHS.
- Offer provider updates, training, and information as changes to vaccine management occur

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001286-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and City of Lubbock (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $87,645.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: RLSS/LPHS RLSS/Local Public Health System-PnP

7. Statement of Work:

A. CONTRACTOR will work on continuing the local public health infrastructure within the counties identified in Section II by:

1. Developing objective(s) to address a public health issue;
2. Utilizing resources provided through this contract to conduct activities outlined in the Exhibit A and services that provide or support the delivery of essential public health services;
3. Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
4. Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Inter-local Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Healthy People 2020 related goals and objectives, DSHS Programmatic grant guidance and performance standards relative to the contractors identified scope of work, as well as any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

B. CONTRACTOR will perform activities required under this program attachment in the service area designated in the most recent version of Section 8, "Service Area" of this contract."

C. CONTRACTOR will comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

1. Chapter 23-11 of the Healthy People 2020;
2. Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
3. Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

D. CONTRACTOR will not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

E. CONTRACTOR will comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

F. DSHS will inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

G. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the

remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

PERFORMANCE MEASURES:

A. CONTRACTOR will complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY15 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

B. CONTRACTOR will provide activities and services as submitted by CONTRACTOR in the following county (ies)/area:

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed OR submitted by fax OR electronic mail to the addresses/number below.

Claims Processing Unit, MC 1940
Department of State Health Services
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX #: (512) 776-7442
Email: invoices@dshs.state.tx.us

8. Service Area

Lubbock County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00025

RLHS GOLIVE LPHS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

State, State

14. DUNS Number:

058213893

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Project Service Deliv	Quarterly	09/01/2014	11/30/2014	12/31/2014
Project Service Deliv	Quarterly	12/01/2014	02/28/2015	03/31/2015
Project Service Deliv	Quarterly	03/01/2015	05/31/2015	06/30/2015
Project Service Deliv	Quarterly	06/01/2015	08/31/2015	09/30/2015
Financial Status Rep	Quarterly	09/01/2014	11/30/2014	12/31/2014
Financial Status Rep	Quarterly	12/01/2014	02/28/2015	03/31/2015
Financial Status Rep	Quarterly	03/01/2015	05/31/2015	06/30/2015
Financial Status Rep	Quarterly	06/01/2015	08/31/2015	10/15/2015

Submission Instructions:

Contractor shall submit Project Service Delivery Plan (Exhibit A) report on a quarterly basis, as noted on the Exhibit A, to the contract manager by the end of the month following the end of each quarter. Submit to: LocalPHTeam@dshs.state.tx.us ; Fax #: 512/7769347.

Contractor shall submit quarterly FSRs to Fiscal-Claims Processing Unit by the last business day of the month following the end of each quarter. Contractor shall submit the final FSR no later than 45 calendar days following the end of the applicable term.
Submit to: invoices@dshs.state.tx.us ; Fax #: 512/776-7442.

16. Special Provisions

SPECIAL PROVISIONS:

General Provisions, ARTICLE II COMPLIANCE AND REPORTING, Section 2.03 Reporting, are revised to include the following paragraph:

CONTRACTOR will submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions. Contractor will submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department.

Programmatic Reporting Submission Requirements:

Reports and Report signature page should be sent electronically to:

LocalPHTeam@dshs.state.tx.us, or the signature page can sent by facsimile to 512-776-7391. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director.

See Programmatic Reporting Requirements section for required reports.

General Provisions, ARTICLE III SERVICES, Section 3.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS will reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, ARTICLE XIV GENERAL BUSINESS OPERATIONS OF CONTRACTOR, Section 14.01 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees, is not applicable to this program Attachment.

General Provisions, ARTICLE XIV GENERAL BUSINESS OPERATIONS OF CONTRACTOR, Section 14.20 Equipment (Including Controlled Assets) Purchases, is revised to include the following:

For the purpose of this Program Attachment, equipment is not approved as part of the base budget for LPHS. The funds are for direct services. Although, at mid-year of the contract term, if funds are identified as not being used, the funds may be used to purchase equipment in the 3rd quarter of the contract or program attachment term. Contractor must submit proposal to redirect funds with justification as to how the equipment helps achieve the goals, objectives, and deliverables outlined in Exhibit A (Project Service Delivery Plan). The proposal must be submitted to the contract manager assigned to the program attachment.

General Provisions, ARTICLE XV GENERAL TERMS, Section 15.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision requests electronically through the Contract Management and Procurement System (CMPS) at least 90 days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2015-001286-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budgets
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	Project Service Delivery Plan

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	City of Lubbock
Vendor Identification Number:	17560005906

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract.

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

Approved as to form: _____

Attest: Rebecca Garza, City Secretary

City of Lubbock

By:
Signature of Authorized Official

Date

Name and Title
Glen C. Robertson, Mayor
Address
1625 13th
City, State, Zip
Lubbock, TX 79401
Telephone Number
(806) 775-2003
E-mail Address
grobertson@mylubbock.us

APPROVED AS TO CONTENT: Rebecca Bradley

Budget Summary

Organization Name: City of Lubbock Program ID: RLSS/LPHS

Contract Number: 2015-001286-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$75,156.00	$0.00	$0.00	$75,156.00
Fringe Benefits	$12,489.00	$0.00	$0.00	$12,489.00
Travel	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00	$0.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$0.00	$0.00	$0.00
Total Direct Costs	$87,645.00	$0.00	$0.00	$87,645.00
Indirect Costs	$0.00	$0.00	$0.00	$0.00
Totals	$87,645.00	$0.00	$0.00	$87,645.00

Project Service Delivery Plan

Organization Name:	City of Lubbock		
Contract Number:	2015-001286-00	Program ID:	RLSS/LPHS
Contract Term:	09/01/2014 - 08/31/2015	Program Name:	RLSS/Local Public Health System-PI

Exhibit A:

Local Health Department: City of Lubbock
Contract Term: September 1, 2014 through August 31, 2015

Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)

Public Health Issue: Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.
1. Knowledge regarding disease transmission, treatment, and prevention of notifiable conditions.
2. Immunization and Sexually Transmitted Disease contract delivery.

Essential Public Health Service(s): List the EPHS(s) that will be provided or supported with LPHS Contract funds
EPHS#3: Inform, educate, and empower people about health issues.
EPHS#9: Evaluate effectiveness, accessibility and quality of personal and population-based health services.

Objective(s): List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)
1.1 Ensure cases are distributed for interviews within time frame as directed by DSHS.
1.2 Ensure clients with a notifiable condition receive education and treatment (if indicated) regarding the disease process.
2.1 Ensure contract deliverables (reports, financial, and/or programmatic) are met.

Performance Measure: List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.
1.1 100% of clients with a notifiable condition who are contacted will receive education and treatment (when indicated).
2.1 Grant deliverables of Immunization and STD Syphilis Elimination Texas contracts are met according to specified time frames

Activities: List the activities conducted to meet the proposed objective. Use numbering system to designate

match between issues/programs and objectives.
1.1 Oversight of case investigations and education/treatment for notifiable conditions.
2.1 Conduct program management for immunization and STD contracts.

Evaluation and Improvement Plan: List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.
Centers for Disease Control, Texas Department of State Health Services Notifiable Conditions Rules and Regulations, and the City of Lubbock Health Department Disease Surveillance Policy and Procedure Manual.
Monthly review of expenses on FSR prior to submission for payment reimbursement.
Review information in quarterly and tri-annual reports for accuracy and completeness prior to submission to DSHS.

Deliverable: Describe the tangible evidence that the activity was completed.
Completed files and case investigation forms on all reported notifiable conditions.
Review of completed investigation forms upon submission with improvement plans created as needed.
Invoices, memos, DPR's all with appropriate signatures
Quarterly and tri-annual reports.

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001351-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and City of Lubbock (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $50,000.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: STD/HIV STD-HIV prevention services

7. Statement of Work:

The purpose of this Renewal Program Attachment is to conduct activities to control and prevent the spread of syphilis and other sexually transmitted diseases within the City of Lubbock, Texas. Project activities shall consist of testing and treatment of persons at risk for (or infected with) sexually transmitted diseases (STD), as described herein.

Contractor shall comply with all applicable federal and state statutes and regulations, including, but not limited to:

- Chapters 81 and 85 of the Texas Health and Safety Code; and
- Title 25 Texas Administrative Code, Chapter 97.

Contractor shall comply with all applicable federal and state standards and guidelines, as revised (all incorporated herein by reference and made part of this Renewal Program Attachment), including, but not limited to:

- DSHS Human Immunodeficiency Virus and Sexually Transmitted Diseases (HIV/STD) Program Operation Procedures and Standards, located at http://www.dshs.state.tx.us/hivstd/pops/default.shtm;
- CDC STD Treatment Guidelines, located at http://www.cdc.gov/std/treatment/;
- DSHS Standards for Public Health Clinic Services located at: http://www.dshs.state.tx.us/qmb/dshsstndrds4clinicservs.pdf; and
- DSHS TB/HIV/STD and Viral Hepatitis Unit Confidential Information Security Policy No. 2011.01, located at http://www.dshs.state.tx.us/hivstd/policy/security.shtm.

Contractor shall comply with all other applicable policies adopted by DSHS HIV/STD Program.

Contractor shall conduct the following activities for all "persons at risk" (as the term is defined at https://www.dshs.state.tx.us/hivstd/info/syphilis/default.shtm) who are patients at the City of Lubbock STD Clinic located at806 18th Street, Lubbock, Texas:

- At a minimum, obtain blood specimen for HIV and syphilis, have available stat RPR (rapid plasma reagin) testing for syphilis, and obtain urine samples for gonorrhea and Chlamydia, for testing and treatment as described herein;
- Display in the STD Clinic, and provide to patients, DSHS-approved educational materials (located at http://www.dshs.state.tx.us/hivstd/info/edmat.shtm#std) regarding the signs and symptoms of communicable diseases, transmission prevention, neonatal concerns, and the importance of treatment and testing. This requirement includes, but is not limited to, the following DSHS documents: Facts You Should Know About HIV/AIDS, What If I've Been Exposed to an STD, Facts About STDs; and What You Should Know About Syphilis. Contractor shall order educational materials from the DSHS warehouse as needed (see http://www.dshs.state.tx.us/hivstd/info/edmat.shtm);
- Maintain an "express visit" system to triage symptomatic from non-symptomatic patients in order to provide streamlined testing and treatment services. Express visits are designed for low-risk asymptomatic patients and should include the collection of two specimens: a blood test for HIV and/or syphilis; and a urine sample for gonorrhea and chlamydia testing. No clinical exam will be performed;
- Provide services to "walk-in" clients seeking STD-related services without a pre-established appointment;
- Ensure that all patients referred for services by the DSHS Health Service Region (HSR) 1 Disease Intervention Specialists receive priority status and are seen the same day for appropriate testing and treatment;

- Ensure that all patients seen in clinic are provided services regardless of ability to pay for services;
- Provide access to clinic services by walk-in or by appointment between the hours of Monday-Thursday 9-11 am and 1:30-3:30pm and Friday 9-11 am.

- Provide appropriate medication(s) to patients infected with (or exposed to) one or more sexually transmitted disease(s);
- Provide appropriate education on prevention and control of STDs to patient and partner – both oral and written;
- Assess and evaluate the response to treatment and medication of patients seen under this contract;
- Advise patients on available and appropriate medical and social services, with the goal of linking patients seen under this contract to other appropriate medical care and support services that might be needed to assist him/her with medical, psychological or other needs that are not appropriate for the STD clinician to address;
- Keep accurate patient records and maintain confidentiality at all times, as required by law and the terms of this Renewal Program Attachment;
- Participate in quality improvement activities, including chart reviews, as directed by DSHS;
- Refer patients to DSHS HSR 1 for Partner Services (partner elicitation and notification for persons diagnosed with gonorrhea, Chlamydia, syphilis and/or HIV) per guidance found at the following link: http://www.dshs.state.tx.us/hivstd/pops/default.shtm;
- Offer expedited partner therapy, as described by DSHS, to all heterosexual patients diagnosed with chlamydia and/or gonorrhea; and
- Perform related duties and responsibilities as directed by DSHS.

Contractor's staff shall attend training, conferences, and meetings for which funds are budgeted and as approved by DSHS Program.

Contractor may not subcontract any activities or other work required under this Renewal Program Attachment.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below those projected in Contractor's total Renewal Program Attachment amount, Contractor's Budget may be subject to a decrease for the remainder of the Renewal Program Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

PERFORMANCE MEASURES:

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Renewal Program Attachment, without waiving the enforceability of any of the other terms of the Renewal Program Attachment.

Contractor shall submit quarterly reports to hivstdreport.tech@dshs.state.tx.us, with copies to the designated DSHS STD/HIV Program Consultant and HSR 1 STD staff, in a manner and standard format provided by DSHS. Data shall be submitted at other times as directed by DSHS staff.

Quarterly reports are due on or before the 15th calendar day of December 2014, March 2015, June 2015, and September 2015.

The reports shall include, but are not limited to, the following (references to patients means patients seen under this Renewal Program Attachment):

- The total number of patients served;
- Patient demographic information including sex, age, and race/ethnicity;
- Number of new visits versus follow-up visits;
- Information on significant events/trends in the program (e.g., success and achievement, changes in program activities, outreach efforts, HSR 1 nurses trained in the clinic, impediments encountered, and staff changes) and additional program needs;
- Number tested via "express visit";
- Number of patients returning for medication(s), additional vaccination, visits with physician provider, and/or repeat blood test, but who do not require a full clinical exam;
- Number of patients receiving a full clinical exam;
- Number of syphilis contacts and suspects receiving a full exam;
- Number of tests performed for syphilis, HIV, gonorrhea, and chlamydia;
- Number of reactive test results for syphilis, HIV, gonorrhea, and chlamydia;
- Number of new cases of syphilis (by stage, i.e. primary, secondary, and latent syphilis);
- Number of patients eligible for HIV testing;
- Number of new cases of HIV;
- Number of previously diagnosed cases of HIV reported during the quarter;
- Number of HIV-positive and HIV-negative patients counseled;
- Number of patients treated for a diagnosed infection with syphilis, gonorrhea, and/or chlamydia;
- Number of patients receiving preventive treatment, (i.e., those exposed to an infected person or those exposed to persons determined to be at increased risk as defined above); and
- Number of patients and doses provided for patient-delivered partner therapy.

Contractor shall submit all reports within the required time frames. The reports shall be completed to the satisfaction of DSHS. If the reports and narratives do not meet these conditions, it will constitute a breach of contract.

Confidentiality

Contractor shall ensure the security of the HIV/STD confidential information maintained by Contractor as part of activities under this Renewal Program Attachment.

Contractor must:

- Have and follow appropriate policies/procedures in place for handling and storing confidential information, for the release of confidential HIV/STD data, and for the rapid response to suspected breaches of protocol and/or confidentiality. These policies and procedures must be consistent with DSHS confidentiality policies and procedures located at http://www.dshs.state.tx.us/hivstd/policy/policies/301001.pdf and http://www.dshs.state.tx.us/hivstd/policy/policies.shtm (Contractor may choose to adopt those DSHS policies and procedures as its own).
- Have security policies that are reviewed periodically for efficacy, and Contractor must monitor evolving technology (e.g. new methods hackers are using to illegally access confidential data; new technologies for keeping confidential data protected from hacking) on an on-going basis to ensure that the program's data remain as secure as possible.
- Approve any Contractor staff requiring access to HIV/STD confidential information and only grant authorization to Contractor staff who have a work-related need (i.e. work under this Renewal Program Attachment) to view HIV/STD confidential information.
- Maintain a list of authorized Contractor staff persons who have been granted permission to view and

work with HIV/STD confidential information under this Renewal Program Attachment. Contractor shall review the authorized user list at least quarterly to ensure it is current. All Contractor staff with access to confidential information will have a signed copy of a confidentiality agreement on file and it should be updated at least once during the term of this Renewal Program Attachment.

- Ensure that all Contractor staff with access to confidential information are trained on security policies and procedures before access to confidential information is granted, and that refresher training is given once during the term of this Renewal Program Attachment.
- Thoroughly and quickly investigate all suspected breaches of confidentiality, in consultation with the DSHS Local Responsible Party, all in compliance with the DSHS Program Policy No. 303.001 "HIV/STD Breach of Confidentiality Response Policy," http://www.dshs.state.tx.us/hivstd/policy/security.shtm.

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Lubbock County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00086

DCPS GO LIVE STD SET-LUBB PROPOSAL

11. Renewals:

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2015

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

State

14. DUNS Number:

058213893

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Financial Status Rep	Quarterly	09/01/2014	11/30/2014	12/31/2014
Financial Status Rep	Quarterly	12/01/2014	02/28/2015	03/31/2015
Financial Status Rep	Quarterly	03/01/2015	05/31/2015	06/30/2015
Financial Status Rep	Quarterly	06/01/2015	08/31/2015	10/15/2015

Submission Instructions:

Accounts Payable

16. Special Provisions

SPECIAL PROVISIONS:

General Provisions ARTICLE XV. GENERAL TERMS, Section 15.15 Amendment, is amended to include the following:

Contractor must submit all amendment and revision request in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2015-001351-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budgets
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	City of Lubbock
Vendor Identification Number:	17560005906

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

Approved as to form: _____

Attest: _____
Rebecca Garza, City Secretary

City of Lubbock

By:
Signature of Authorized Official

Date

Name and Title
Glen C. Robertson, Mayor
Address
1625 13th
City, State, Zip
Lubbock, TX 79401
Telephone Number
(806) 775-2003
E-mail Address
grobertson@mylubbock.us

APPROVED AS TO CONTENT: _____

Budget Summary

Organization Name: City of Lubbock

Program ID: STD/HIV

Contract Number: 2015-001351-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$34,524.00		$0.00	$34,524.00
Fringe Benefits	$15,476.00		$0.00	$15,476.00
Travel	$0.00		$0.00	$0.00
Equipment	$0.00		$0.00	$0.00
Supplies	$0.00		$0.00	$0.00
Contractual	$0.00		$0.00	$0.00
Other	$0.00		$0.00	$0.00
Total Direct Costs	$50,000.00	$0.00	$0.00	$50,000.00
Indirect Costs	$0.00		$0.00	$0.00
Totals	$50,000.00	$0.00	$0.00	$50,000.00

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001284-00

This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and City of Lubbock (Contractor), a Governmental, (collectively, the Parties) entity.

1. Purpose of the Contract: DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.

2. Total Amount: The total amount of this Contract is $250,632.00.

3. Funding Obligation: This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. Term of the Contract: This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. Authority: DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. Program Name: CPS/HAZARDS Public Health Emergency Preparedness (PHEP)

7. Statement of Work:

STATEMENT OF WORK:

A. Contractor will perform activities in support of the PHEP Cooperative Agreement (Funding Opportunity Number CDC-RFA-TP12-120102CONT14) from the Centers for Disease Control and Prevention (CDC). CDC's five-year PHEP – Hospital Preparedness Program (HPP) Cooperative Agreement seeks to align PHEP and HPP programs and advance public health and healthcare preparedness and:

1. Identify the appropriate jurisdictional partners to address the emergency preparedness, response and recovery needs of older adults regarding public health, medical and mental health behavioral needs and address processes and accomplishments to meet the needs of older adults;
2. Describe processes for solicitation of public comment on emergency preparedness plans and their implementation such as the establishment of an advisory committee or similar mechanism to ensure ongoing public comment on emergency preparedness and response plans;
3. Provide DSHS with situational awareness data generated through interoperable networks of electronic data systems,

B. Contractor will address the following CDC PHEP Capabilities by prioritizing the order of the fifteen (15) public health preparedness capabilities in which the Contractor intends to invest based upon the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT) and the Capabilities Planning Guide (CPG) to assess the current capabilities and gaps.

1. Capability 1 – Community Preparedness is the ability of communities to prepare for, withstand, and recover – in both the short and long terms – from public health incidents.

2. Capability 2 – Community Recovery is the ability to collaborate with community partners, e.g., healthcare organizations, business, education, and emergency management) to plan and advocate for the rebuilding of public health, medical, and mental/behavioral health systems to at least a level of functioning comparable to pre-incident levels and improved levels where possible.

3. Capability 3 – Emergency Operations Center Coordination is ability to direct and support an event or incident with public health or medical implications by establishing a standardized, scalable system of oversight, organization, and supervision consistent with jurisdictional standards and practices with the National Incident Management System.

4. Capability 4 – Emergency Public Information and Warning is the ability to develop, coordinate, and disseminate information, alerts, warnings, and notifications to the public and incident management responders.

5. Capability 5 – Fatality Management is the ability coordinate with other organizations (e.g., law enforcement, healthcare, emergency management, and medical examiner/coroner) to ensure the proper recovery, handling, identification, transportation, tracking, storage, and disposal of human remains and personal effects; certify cause of death, and facilitate access to mental/behavioral health services to the family members, responders, and survivors of an incident.

6. Capability 6 – Information Sharing is the ability to conduct multijurisdictional, multidisciplinary exchange of health-related information and situational awareness data among federal, state, local, territorial, and tribal levels of government, and the private sector. This capability includes the routine sharing of information as well as issuing of public health alerts to federal, state, local, territorial, and tribal levels of government

and the private sector in preparation for and in response to events or incidents of public health significance.

7. Capability 7 – Mass Care is the ability to coordinate with partner agencies to address the public health, medical, and mental/behavioral health needs of those impacted by an incident at a congregate location. This capability includes the coordination of ongoing surveillance and assessment to ensure that local health needs to continue to meet as the incident evolves.

8. Capability 8 – Medical Countermeasure Dispensing is the ability to provide medical countermeasures (including vaccines, antiviral drugs, antibiotics, antitoxin, etc.) in support of treatment or prophylaxis (oral or vaccination) to the identified population in accordance with public health guidelines and/or recommendations.

9. Capability 9 – Medical Materiel Management and Distribution is the ability to acquire, maintain (e.g., cold chain storage or other storage protocol), transport distribute, and track medical materiel (e.g., pharmaceuticals, gloves, masks, and ventilators) during an incident and to recover and account for unused medical materiel, as necessary, after an incident.

10. Capability 10 – Medical Surge is the ability to provide adequate medical evaluation and care during events that exceed the limits of the normal medical infrastructure of an affected community. It encompasses the ability of the healthcare system to survive a hazard impact and maintain or rapidly recover operations that were compromised.

11. Capability 11 – Non-Pharmaceutical Interventions is the ability to recommend to the applicable lead agency (if not public health) and implement, if applicable, strategies for disease, injury, and exposure control. Strategies include the following: isolation and quarantine; restrictions on movement and travel advisory/warnings; social distancing; external decontamination; hygiene; and precautionary behaviors.

12. Capability 12 – Public Health Laboratory Testing is the ability to conduct rapid and conventional detection, characterization, confirmatory testing, data reporting, investigative support, and laboratory networking to address actual or potential exposure to all-hazards. Hazards include chemical, radiological, and biological, and biological agents in multiple matrices that may include clinical samples, food, and environmental samples (e.g., water, air, and soil). This capability supports routine surveillance, including pre-event incident and post-exposure activities.

13. Capability 13 – Public Health Surveillance and Epidemiological Investigations is the ability to create, maintain, support and strengthen routine surveillance and detection systems and epidemiological investigation processes, as well as to expand these systems and processes in response to incidents of public health significance.

14. Capability 14 – Responder Safety and Health describes the ability to protect public health agency staff responding to an incident and the ability to support the health and safety needs of hospital and medical facility personnel, if requested.

15. Capability 15 – Volunteer Management is the ability to coordinate the identification, recruitment, registration, credential verification, training and engagement of volunteers to support the jurisdictional public health agency's response to incidents of public health significance.

C. A written amendment increasing the amount of this Contract will be required to be executed by the Parties before the total amount of this Contract can be increased.

D. Contractor will comply with all applicable federal and state laws, rules, and regulations including, but not limited to, the following:
1. Public Law 107-188, Public Health Security and Bioterrorism Preparedness and Response Act of 2002;
2. Public Law 113-05, Pandemic and All-Hazards Preparedness Reauthorization Act; and
3. Texas Health and Safety Code Chapter 81.

E. The Parties have the authority under Texas Government Code Chapter 791 to enter into this Interlocal Cooperation Contract.

F. Texas Government Code § 421.062 provides that since this Contract is for a homeland security service that neither party is responsible for any civil liability that may arise from this Contract.

G. The following documents and resources are incorporated by reference and made a part of this Contract:

1. DSHS and CDC Public Health Emergency Preparedness Cooperative Agreement, Funding Opportunity Number: CDC-RFA-TP12-120102CONT14;
2. Public Health Preparedness Capabilities: National Standards for State and Local Planning, March 2011:
http://www.cdc.gov/phpr/capabilities/DSLR_capabilities_July.pdf;
3. Presidential Policy Directive 8/PPD-8, March 30, 2011:
http://www.hlswatch.com/wp-content/uploads/2011/04/PPD-8-Preparedness.pdf;
4. Homeland Security Exercise and Evaluation Program (HSEEP) Documents:
https://hseep.dhs.gov/pages/1001_HSEEP7.aspx;
5. Ready or Not? Have a Plan; Surviving Disaster: How Texans Prepare (videos):
http://www.texasprepares.org/survivingdisaster.htm;
6. DSHS Exercise Guide:
http://www.dshs.state.tx.us/commprep/exercises.aspx; and
7. Preparedness Program Guidance(s) as provided by DSHS and CDC.

H. Funds awarded for this Contract must be matched by costs or third party contributions that are not paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. The non-federal contributions (match) may be provided directly or through donations from public or private entities and may be in cash or in-kind donations, fairly evaluated, including plant, equipment, or services. The costs that the Contractor incurs in fulfilling the matching or cost-sharing requirement are subject to the same requirements, including the cost principles, that are applicable to the use of Federal funds, including prior approval requirements and other rules for allowable costs as described in 45 CFR 74.23 and 45 CFR 92.24.

I. The Contractor is required to provide matching funds for this Program Attachment not less than ten-percent of total costs. Refer to the DSHS Contractor's Financial Procedures Manual, Chapter 9 (http://www.dshs.state.tx.us/contracts/cfpm.shtm) for additional guidance on match requirements, including descriptions of acceptable match resources. Documentation of match, including methods and sources must be included in the Contractor's Contract budget and Contractor must follow procedures for generally accepted accounting practices as well as meet audit requirements.

J. In the event of a public health emergency involving a portion of the state, Contractor will mobilize and dispatch staff or equipment purchased with funds from the previous PHEP cooperative agreements and that are not performing critical duties in the jurisdiction served to the affected area of the state upon receipt of a written request from DSHS.

K. Contractor will inform DSHS in writing if Contractor will not continue performance under this Program Attachment within thirty days of receipt of an amended standard(s) or guideline(s). And after receipt of this notice, DSHS may terminate this Contract immediately or within a reasonable period of time as determined by DSHS.

L. Contractor will develop, implement and maintain a timekeeping system for accurately documenting staff time and salary expenditures for all staff funded through this Contract, including partial full-time employees and temporary staff.

M. DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Term of the Contract. Vacant positions existing after ninety days may result in a decrease in funds.

N. The Contractor will:
1. Submit programmatic reports as directed by DSHS in a format specified by DSHS. Contractor will provide DSHS other reports, including financial reports, and any other reports that DSHS determines necessary to accomplish the objectives of this contract and to monitor compliance;
2. Submit the Capabilities Planning Guide assessment due to DSHS within an established timeframe designated by DSHS;
3. Submit Strategic Map due to DSHS within an established timeframe designated by DSHS;
4. Submit Performance Measures to DSHS within an established timeframe designated by DSHS;
5. Update the Texas Public Health Jurisdictional Risk Assessment Tool (TxPHRAT) by September 30, 2014;
6. Submit the Emergency Support Function 8 plans developed in accordance with the Texas Department of Emergency Management (TDEM) and DSHS Planning Standards within 30 days of request from DSHS;
7. Submit a monthly list of all reported clusters and information on investigation findings on the tracking sheet provided by the DSHS Emerging and Acute Infectious Disease Branch by the 15th of the following month;
8. Submit documentation of all required NIMS training to DSHS within an established timeframe designated by DSHS;
9. Submit a current Multi-Year Training & Exercise Plan that covers FY15 through FY20 to DSHS by September 2, 2014, using the template provided by DSHS. In accordance with HSEEP guidelines, contractors must conduct or participate in a Multi-year Training and Exercise Workshop with all applicable agencies and submit an agenda and a participant roster as documentation of attendance;
10. Complete and submit the Operational Readiness Review (ORR) to SharePoint two-weeks prior to review in a report in a format specified by DSHS;
11. Perform and submit metrics on three Strategic National Stockpile (SNS) operation drills and submit After Action Report/Improvement Plan 60 days after completion of the drill. Drills should be conducted to allow for After Action Reports with accompanying data collection metric sheets to be submitted no later than April 1, 2015;
12. Demonstrate compliance with current programmatic medical countermeasure guidance through submission of point of dispensing (POD) standards data by April 1, 2015;
13. Complete the Joint Training Report due to DSHS within an established timeframe designated by DSHS pending release of the report template from CDC;
14. Submit the Mid-Year Report to DSHS by December 2014;
15. Complete an end-of-year performance report in a format specified by DSHS no later than August 14, 2015;
16. Conduct or participate in, at least, one Preparedness Exercise in accordance to the Contractor's

exercise plan and developed in accordance with Homeland Security Exercise and Evaluation Program (HSEEP) standards. Contractor will submit to DSHS an exercise notification following the Concept and Objectives meeting in accordance with timeframes established in DSHS Exercise Guidance. A joint after action report/improvement plan must be submitted within 60 days of the exercise to DSHS. The After Action Report must also include a Corrective Action Plan. These exercises may include a tabletop exercise, a functional exercise, or a full-scale exercise to test preparedness and response capabilities, but not associated with SNS;
17. Designate a member of the PHEP program to attend, in person, the PHEP first quarterly meeting of the contract term and either in person or via webinar for the subsequent meetings. If the designee is unable to attend the first meeting in person, the Contractor must petition DSHS in writing requesting an exemption and proposal for attending a subsequent quarterly meeting;
18. Designate a member of the Contractor's financial team to participate in the fiscal portion of each of the four quarterly meetings in person or via webinar;
19. Participate in the Annual Intermedix Autumn Charge Exercise to evaluate the use of the Texas Disaster Volunteer Registry during a simulated disaster and to evaluate overall readiness;
20. Report as requested by DSHS to satisfy information-sharing requirements set forth in Texas Government Code, Sections 421.071 and 421.072 (b) and (c); and
21. Complete all additional reporting requirements. Due dates will be listed in the most current DSHS reporting schedule, to be released no later than September 30, 2014. If Contractor is legally prohibited from providing such reports, Contractor will immediately notify DSHS in writing.

O. In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately five percent of the Contractor's staff's time supporting this Program Attachment for response efforts. DSHS will reimburse Contractor up to five percent of this Program Attachments funded by CDC for personnel costs responding to an emergency event. Contractor will maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor will notify the Assigned Contract Manager in writing when this provision is implemented.

P. For the purposes of this Contract, the Contractor may not use funds for fundraising activities, lobbying, research, construction, major renovations and reimbursement of pre-award costs, clinical care, purchase of vehicles of any kind, funding an award to another party or provider who is ineligible, backfilling costs for staff or the purchase of incentive items.

Q. Contractor will cooperate with DSHS to coordinate all planning, training and exercises performed under this Program Attachment with local emergency management and the Texas Division of Emergency Management (TDEM) District Coordinators assigned to the contractor's sub-state region, to ensure consistency and coordination of requirements at the local level and eliminate duplication of effort between the various domestic preparedness funding sources in the state.

R. Contractor will coordinate all risk communication activities with the DSHS Communications Unit by using DSHS's core messages posted on the DSHS website, and submitting copies of draft risk communication materials to DSHS for coordination prior to dissemination.

S. For Volunteer Management (Capability 15), if Contractors are using volunteers, such as Medical Reserve Corps or Strategic National Stockpile (SNS) point of dispensing volunteers, and then Contractors must use the Texas Disaster Volunteer Registry (TDVR), Texas' version of the Emergency System for the Advanced Registration of Volunteer Health Professionals (ESAR-VHP) system as their main volunteer management tool.

T. If using volunteers as provided in Section S above during FY15, the Contractor will be required to take DSHS training on the TDVR system. Within 60 days of this training, Contractors must either:

1. Request access to the TDVR from DSHS Medical Reserve Corp (MRC) and Emergency System to State ESAR-VHP System Administrator; and enter all volunteer data into the Intermedix Data Input Form and submit the form to the State ESAR-VHP System Administrator; or

2. Petition DSHS in writing for an exemption from using the TDVR. Successful petitioners must be currently using a fully operational, ESAR-VHP compliant, web-based volunteer management system.

PERFORMANCE MEASURES:

A. Contractor will meet and report performance measures based on milestones that are developed in coordination with DSHS for the Contractor's project as provided in the Section I and demonstrated adherence to PHEP reporting deadlines; and demonstrated capability to receive, stage, store, distribute, and dispense materiel during a public health emergency. Failure to meet these deliverables may result in withholding a portion of any subsequent PHEP base awards.

B. DSHS will send a schedule for the reporting these Performance Measures within 30 days of the contract start date, which is subject to change as DSHS and CDC modify performance measures and due dates.

C. Contractor will provide services in the following counties:

BILLING INSTRUCTIONS:

Contractor will request payment using the State of Texas Purchase Voucher (Form B-13) on a monthly basis and acceptable supporting documentation for reimbursement of the required services/deliverables. Additionally, the Contractor will submit the Financial Status Report (FSR-269A) and the Match Reimbursement Certification (B-13A) on a quarterly basis. Vouchers, supporting documentation, Financial Status Report, and B-13A should be mailed or emailed to the addresses below.

Claims Processing Unit, MC1940
Texas Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

Email: invoices@dshs.state.tx.us

8. Service Area

Lubbock County

This section intentionally left blank.

10. Procurement method:

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00043

RLHS GOLIVE HAZARDS PROPOSAL

11. Renewals:

Number of Renewals Remaining: 2 Date Renewals Expire: 08/31/2017

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

93.069, 93.069

14. DUNS Number:

058213893

This section intentionally left blank.

16. Special Provisions

A. Contractor will submit final close-out bill or revisions to previous reimbursement request(s) no later than August 14, 2015, for costs incurred between the services dates of September 1, 2014 to June 30, 2015. No expenditures with service dates from September 1, 2014 to June 30, 2015 will be paid after August 14, 2015 from the Budget Period 3 (BP3) allocation. This Subsection supersedes Section 4.03 of the Fiscal Year 2015 Department of State of Health Services General Provisions (Core/Sub Recipient).

B. General Provisions, Funding Article IV, Use of Funds Section 4.03, is amended to include the following:
Contractor is allocated $213,130 from September 1, 2014 to June 30, 2015.
Contractor is allocated $37,502 from July 1, 2015 to August 31, 2015.

Expenditures may not exceed the above allocated amounts within the specified timeframes.

C. General Provisions, Terms and Conditions of Payment Article VI, is revised to include:
DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

D. General Provisions, Access and Inspection Article XI, Access Section 11.01 is hereby revised to include the following:
In addition to the site visits authorized by this Article of the General Provisions, Contractor will allow DSHS to conduct on-site quality assurance reviews of Contractor. Contractor will comply with all DSHS documentation requests and on-site visits. Contractor will make available for review all documents related to the Statement of Work and Exhibit A, upon request by the DSHS Program staff.

E. General Provisions, General Business Operations of Contractor Article XIV, Equipment Purchases (Including Controlled Assets), Section 14.20, is revised as follows:
Contractor is required to initiate the purchase of approved equipment no later than August 31, 2015 as documented by issue of a purchase order or written order confirmation from the vendor on or before August 31, 2015. In addition, all equipment must be received no later than 60 calendar days following the end of the Program Attachment term.

F. General Provisions, General Terms Article XV, Amendment Section 15.15, is amended to include the following:
Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

a. Contract (this document)	2015-001284-00
b. General Provisions	Subrecipient General Provisions
c. Attachments	Budgets
d. Declarations	Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
e. Exhibits	

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	City of Lubbock
Vendor Identification Number:	17560005906

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract.

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

Approved as to form:

Attest: Rebecca Garza, City Secretary

City of Lubbock

By:
Signature of Authorized Official

Date

Name and Title
Glen C. Robertson, Mayor
Address
1625 13th
City, State, Zip
Lubbock, TX 79401
Telephone Number
(806) 775-2003
E-mail Address
grobertson@mylubbock.us

APPROVED AS TO CONTENT:

Budget Summary

Organization Name: City of Lubbock

Program ID: CPS/HAZARDS

Contract Number: 2015-001284-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	$140,699.00	$0.00	$0.00	$140,699.00
Fringe Benefits	$69,885.00	$0.00	$0.00	$69,885.00
Travel	$6,100.00	$0.00	$0.00	$6,100.00
Equipment	$0.00	$0.00	$0.00	$0.00
Supplies	$7,708.00	$0.00	$0.00	$7,708.00
Contractual	$0.00	$0.00	$0.00	$0.00
Other	$26,240.00	$0.00	$0.00	$26,240.00
Total Direct Costs	$250,632.00	$0.00	$0.00	$250,632.00
Indirect Costs	$0.00	$25,063.00	$0.00	$25,063.00
Totals	$250,632.00	$25,063.00	$0.00	$275,695.00

Special City Council Meeting **2. 1. 3.**

Meeting Date: 09/04/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an amendment to Contract 58130001950 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund energy assistance programs.

Item Summary

The source for this contract is a pass through grant from the TDHCA. The original contract for $206,450 was accepted and appropriated by City Council at their meeting on May 22, 2014. The TDHCA increased the city's allocation for an additional amount of $60,651. The total amount of this contract is now $267,101. The amendment is an electronic signature contract. The period for performance of this contract is April 1, 2014, through September 30, 2014.

Fiscal Impact

The funds used are state funds for the CEAP. The maximum to be allocated to this grant is $267,101.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Amendment - CEAP

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to a Contract, by and between the City of Lubbock and Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program, 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 _____day of _____, 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-Transactional

Res.CDBG-TDHC-Amend Comprehensive Energy Assist Prog.14
8.26.14

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. **1** TO CONTRACT NUMBER **58130001950**
FY 2013 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

This Amendment No. **1** to Comprehensive Energy Assistance Program Contract Number. **58130001950** ("First Amendment") by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **City of Lubbock,** a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties", is executed on the respective dates indicated to ratify, confirm and acknowledge the execution date of this First Amendment to be **6/1/2014**.

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed that Comprehensive Energy Assistance Program Contract Number. **58130001950** and

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

AGREEMENTS

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

SECTION 1.

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

"Section 4. F. Department Obligations. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **$267,101.00.**"

SECTION 2.

Exhibit B. Budget, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit B.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

SECTION 7.

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

SECTION 8.

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

SECTION 9.

This First Amendment shall be effective and memorializes an effective date of **6/1/2014**.

WITNESS OUR HAND EFFECTIVE: **6/1/2014**

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

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

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

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 1 TO CONTRACT NUMBER **58130001950**
FY 2013 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

EXHIBIT B
BUDGET

City of Lubbock,
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

$ 267,101.00 CEAP FUNDS CURRENTLY AVAILABLE

TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 16,694.00	-
Direct Services	$ 250,407.00	-
TOTAL CEAP BUDGET	$ 267,101.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 115,187.00	46.00
Utility Assistance	$ 115,187.00	46.00
Program Services	$ 20,033.00	8.00
TOTAL DIRECT SERVICES	$ 250,407.00	100.00

Subrecipient's service area consists of the following Texas counties:

LUBBOCK

General Administrative and coordination of CEAP, including costs and all indirect (overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.25% of the contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of administrative costs for Program Services, must be paid with nonfederal funds.

Program Services costs shall not exceed the maximum 8% of total Direct Services Expenditures. Program Services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable Program Services costs when associated with providing client direct services. Other Program Services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

Special City Council Meeting **2. 2.**

Meeting Date: 09/04/2014

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider a Supplemental Ordinance 2014-O0107 supplementing Ordinance No. 2007-00058, 2008-O0079, 2009-O0090, 2010-O0075, 2011-O0082, 2012-O0104, and 2013-O0091 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to Provide Public Improvements for the District (First Reading).

Item Summary

On August 28, 2014, the City Council approved the first reading of the ordinance.

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

Fiscal Impact

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

Staff/Board Recommending

Cheryl Brock
Executive Director of Budget

Attachments

Resolution and SAP

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

Section 2. Annual Service Plan Update and Assessment Roll.

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

Section 3. Effective Date.

This Ordinance shall take effect upon passage and execution hereof.

AND IT IS SO ORDERED.

Passed by the City Council on _____, 2014.

Passed by the City Council on second reading on_____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda L. Chamales
Economic Development Attorney

EXHIBIT A

ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL

VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT
LUBBOCK, TEXAS

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

August 13, 2014

VINTAGE TOWNSHIP PUBLIC IMPROVEMENT DISTRICT
LUBBOCK, TEXAS

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

A. Introduction

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

A service and assessment plan (the "Service and Assessment Plan") was approved by the City pursuant to Ordinance No. 2007-00058, as amended by Ordinance No. 2008-00005, identifying the public improvements (the "Improvement Project") to be provided by the PID, the costs of the Improvement Projects, the indebtedness to be incurred for the Improvement Projects, and the manner of assessing the property in the PID for the costs of the Improvement Projects. The Service and Assessment Plan is to be reviewed and updated annually. Section 372.015 of the PID Act states that the governing body of the municipality shall apportion the cost of an improvement to be assessed against property in an improvement district, and the apportionment shall be made on the basis of special benefits accruing to the property because of the improvement. Section 372.015(d) provides that the amount of assessment for each property owner may be adjusted following the annual review of the service plan. This document is the update of the Service and Assessment Plan for 2014.

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

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

B. Update of the Service Plan

Annual Budget for the Public Improvements

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

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

Table A
Sources and Uses of Funds
Public Improvements

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

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

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

Table B-1
Improvement Project A
PID Sources and Uses of Funds
2008 – 2014

Sources of Funds:	Improvement Project A		Total
	Year 2008-2013	Year 2014	
Bond proceeds	$2,193,000	$0	$2,193,000
Developer's contribution to Reserve Account	$219,300	$0	$219,300
Developer's contribution to Prepayment Reserve Account	$40,928	$0	$40,928
Other private funds	$804,366	$0	$804,366
PID - Sources of Funds	**$3,257,594**	**$0**	**$3,257,594**
Uses of Funds:			
Improvement project	$2,920,808	$0	$2,920,808
Capitalized Interest Account	$61,644	$0	$61,644
Collection Costs Account	$14,914	$0	$14,914
Reserve Account	$219,300	$0	$219,300
Prepayment Reserve Account	$40,928	$0	$40,928
PID - Uses of Funds	**$3,257,594**	**$0**	**$3,257,594**

Table B-2
Improvement Project B
PID Sources and Uses of Funds
2008 – 2014

Sources of Funds:	Improvement Project B		Total
	Year 2008-2013	Year 2014	
Bond proceeds	$1,279,000	$0	$1,279,000
Developer's contribution to Prepayment Reserve Account	$23,870	$0	$23,870
Other private funds	$833,286	$0	$833,286
PID - Sources of Funds	**$2,136,156**	**$0**	**$2,136,156**
Uses of Funds:			
Improvement project	$1,828,466	$0	$1,828,466
Capitalized Interest Account	$128,694	$0	$128,694
Collection Costs Account	$27,226	$0	$27,226
Reserve Account	$127,900	$0	$127,900
Developer Sub-Account of the Prepayment Reserve Account	$23,870	$0	$23,870
PID - Uses of Funds	**$2,136,156**	**$0**	**$2,136,156**

Debt Service and Collection Costs

The Annual Installments

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

Pursuant to the Service and Assessment Plan, each Assessment shall bear interest at the rate on the Bonds with a maximum of nine percent per annum commencing with the issuance of the Bonds. The interest rate on the Bonds is 7.375 percent per annum. Accordingly, the interest rate on the Bonds is used to calculate the interest on the Assessments. These payments, the "Annual Installments" of the Assessments, shall be billed by the City in 2014 and will be delinquent on February 1, 2015.

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

Annual Budget for the Repayment of Indebtedness

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

The budget for the PID to be paid from the collection of Annual Installments for 2014 is shown by Table C.

Table C
Budget for the Annual Installments
To be collected for 2014

	Improvement Project A Series 2008A Bonds[2]	Improvement Project B Series 2008B Bonds[2]	Total[2]
Interest payment on April 1, 2015	$77,255	$0	$77,255
Interest payment on October 1, 2015	$77,255	$0	$77,255
Principal payment on October 1, 2015	$13,000	$0	$13,000
Subtotal Debt Service on Bonds	$167,509	$0	$167,509
Annual Collection Costs	$17,000	$0	$17,000
Subtotal Expenses	$184,509	$0	$184,509
Available Capitalized Interest Account	$0	$0	$0
Available Collection Costs Account[1]	$0	$0	$0
Subtotal Funds Available	$0	$0	$0
Annual Installment to be Collected	$184,509	$0	$184,509

1 – Available Collection Costs Account balances as of July 31, 2014 are not included in the calculation of the annual installment to be collected as the balance is expected to be used for the payment of collection costs for the remainder of the current assessment year and any remaining balance will be used as contingency for unexpected collection costs.

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

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

1) Annual Installments to be collected from previously subdivided lots

The Assessment Part A per Equivalent Unit for all lots other than the newly subdivided phase three lots is calculated as $6,337 based on the revised number of units to be developed. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected for 2014 are shown in Table D below.

Table D
Interest Due on Assessment Part A
To be collected for 2014

Land Use Class	Assessment per EU[1]	EU	Assessment Part A per unit[1]	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$6,337	1.00	$6,337	7.375%	$467.33
Land Use Class 2	$6,337	1.66	$10,519	7.375%	$775.77
Land Use Class 3	$6,337	2.29	$14,511	7.375%	$1,070.19

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

The Assessment Part A due for 2014 is $13,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2015. The Total Assessment Part A outstanding is shown as $2,095,041 in Appendix B after the regular principal payment on October 1, 2014. Accordingly, the Assessment Part A due for 2014 is 0.6205 percent of the outstanding Assessment Part A (i.e., $13,000 ÷ $2,095,041 = 0.6205%).

The Assessment Part A due to be collected from each Land Use Class for 2014 is shown in Table E below.

Table E
Assessment Part A Due - To be collected for 2014

Land Use Class	Assessment Part A per unit[1]	Percentage	Assessment Part A Due Per Unit
Land Use Class 1	$6,337	0.6205%	$39.32
Land Use Class 2	$10,519	0.6205%	$65.27
Land Use Class 3	$14,511	0.6205%	$90.04

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

The Annual Collection Costs for the collection of Assessment Part A are estimated to be $17,000. The total outstanding Assessment Part A is shown as $2,095,041 in Appendix B. Accordingly, the Annual Collection Costs due for 2014 is 0.8114 percent of the outstanding Assessment Part A (i.e., $17,000 ÷ $2,095,041 = 0.8114%). The Annual Collection Costs to be collected for 2014 is shown in Table F below.

Table F
Annual Collection Costs for Assessment Part A
To be collected for 2014

Land Use Class	Assessment Part A per unit [1]	Percentage	Annual Collection Costs per Unit
Land Use Class 1	$6,337	0.8114%	$51.42
Land Use Class 2	$10,519	0.8114%	$85.35
Land Use Class 3	$14,511	0.8114%	$117.75

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

In summary, the Annual Installment Part A to be collected for 2014, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table G below.

Table G
Annual Installment Part A
To be collected for 2014

Land Use Class	Interest due per Unit	Assessment Part A due per Unit	Annual Collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	$467.33	$39.32	$51.42	$558.07
Land Use Class 2	$775.77	$65.27	$85.35	$926.39
Land Use Class 3	$1,070.19	$90.04	$117.75	$1,277.98

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

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

The Assessment Part A per Equivalent Unit amounts allocated to the newly subdivided lots in phase three was $6,359 as shown in the Update of the Assessment Roll section of this annual update. This amount is slightly higher than the Assessment Part A and per Equivalent Unit amount of $6,337 allocated to all previously subdivided lots. As a result, the Annual Installment amounts due from the newly subdivided lots in phase three are calculated separately based on the Assessment amounts allocated to each of these newly subdivided parcels as shown below.

The Assessment Part A per Equivalent Unit for the newly subdivided phase three lots is calculated as $6,359 as shown in the Update of the Assessment Roll section of this annual update. The Assessment Part A applicable for each Land Use Class, which is calculated by multiplying the Assessment Part A per Equivalent Unit by the Equivalent Units of each Land Use Class, and the interest on the Assessment due to be collected from each of the newly subdivided lots for 2014 are shown in Table H below.

Table H
Interest Due on Assessment Part A – Phase 3 Lots
To be collected for 2014

Land Use Class	Assessment per EU[1]	EU	Assessment Part A per unit[1]	Assessment Interest Rate	Interest Due per Unit
Land Use Class 1	$6,359	1.00	$6,359	7.375%	$468.96
Land Use Class 2	$6,359	1.66	$10,556	7.375%	$778.48
Land Use Class 3	$6,359	2.29	$14,562	7.375%	$1,073.93

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

The Assessment Part A due for 2014 is $13,000, which represents the principal amount due on the Series 2008A Bonds on October 1, 2015. The Total Assessment Part A outstanding is shown as $2,095,041 in Appendix B. Accordingly, the Assessment Part A due for 2014 is 0.6205 percent of the outstanding Assessment Part A (i.e., $13,000 ÷ $2,095,041 = 0.6205%).

The Assessment Part A due to be collected for 2014 from each of the newly subdivided lots is shown in Table I below.

Table I
Assessment Part A Due – Phase 3 Lots
To be collected for 2014

Land Use Class	Assessment Part A per unit[1]	Percentage	Assessment Part A Due Per Unit
Land Use Class 1	$6,359	0.6205%	$39.46
Land Use Class 2	$10,556	0.6205%	$65.50
Land Use Class 3	$14,562	0.6205%	$90.36

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

The Annual Collection Costs for the collection of Assessment Part A are estimated to be $17,000. The total outstanding Assessment Part A is shown as $2,095,041 in Appendix B. Accordingly, the Annual Collection Costs due for 2014 is 0.8114 percent of the outstanding Assessment Part A (i.e., $17,000 ÷ $2,095,041 = 0.8114%). The Annual Collection Costs to be collected for 2014 from the newly subdivided lots is shown in Table J below.

Table J
Annual Collection Costs for Assessment Part A – Phase 3 Lots
To be collected for 2014

Land Use Class	Assessment Part A per unit[1]	Percentage	Annual Collection Costs per Unit
Land Use Class 1	$6,359	0.8114%	$51.60
Land Use Class 2	$10,556	0.8114%	$85.65
Land Use Class 3	$14,562	0.8114%	$118.16

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

In summary, the Annual Installment Part A to be collected for 2014 from each of the newly subdivided lots, which includes interest, Assessment Part A and Annual Collection Costs, is shown Table K below.

Table K
Annual Installment Part A – Phase 3 Lots
To be collected for 2014

Land Use Class	Interest due per Unit	Assessment Part A due per Unit	Annual Collection Costs Per Unit	Annual Installment Part A per Unit
Land Use Class 1	$468.96	$39.46	$51.60	$560.02
Land Use Class 2	$778.48	$65.50	$85.65	$929.63
Land Use Class 3	$1,073.93	$90.36	$118.16	$1,282.45

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

C. Update of the Assessment Plan

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

(i) Land Use Class 1,

(ii) Land Use Class 2, and

(iii) Land Use Class 3.

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

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

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

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

D. Update of the Assessment Roll

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

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

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

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

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

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

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel.

B = the Assessment for the Parcel prior to subdivision.

C = the Equivalent Units allocated to each newly subdivided Parcel

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

There have been no additional parcel subdivisions within the PID applicable to the Annual Installments to be collected for 2014.

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

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

Table L
Annual Installment Part A before and after consolidation

Prior to Consolidation			After Consolidation		
Parcel	**Assessment Part A**	**Annual Installment Part A**	**Parcel**	**Assessment Part A**	**Annual Installment Part A**
R318307	$6,359	$560.02			
R318308	$6,359	$560.02	R318307	$12,718	$1,120.04
R318313	$6,359	$560.02			
R318314	$6,359	$560.02	R318314	$12,718	$1,120.04
R318328	$10,556	$929.63			
R318329	$6,359	$560.02	R318328	$16,915	$1,489.65
Total	**$42,351**	**$3,729.73**	**Total**	**$42,351**	**$3,729.73**

As shown in Table M, the Annual Installment Part A due from each newly subdivided Land Use Class 1 lot is $560.02. As a result, the total Annual Installment Part A Due from Parcels R318307 and R318314 after the consolidation is $1,120.04 (i.e., $560.02 + $560.02 = $1,120.04) each and the total Annual Installment Part A Due from Parcel R318328 after the consolidation is $1,489.65 (i.e., $929.63 + $560.02 = $1,489.65) as shown in Table L.

Assessment Part A has been prepaid for nine lots through July 31, 2014. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B. According to the trustee for the Bonds, Series 2008A Bonds in the total amount of $78,000 have been redeemed with the prepayment proceeds as of July 31, 2014.

Assessment Part B has been prepaid for all parcels as of July 31, 2014. Each of these prepaid lots is marked as such in the Assessment Roll summary attached hereto as Appendix B. Series 2008B Bonds in the total amount of $1,274,000 were redeemed with prepayment proceeds through July 1, 2014.

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

E. Updates of Miscellaneous Provisions

There are no additional updates to be included in the Annual Service Plan update for 2014.

Appendix A
The Improvement Project

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

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

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

Appendix B
Assessment Roll Summary

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2014
Summary

						Annual Installment Part A			Annual Installment Part B			Total		
Tax Reference No.	Lot No.	Equivalent Units	Assessments Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310559	1	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310560	2	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310561	3	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310562	4	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310563	5	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310564	6	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310565	7	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310566	8	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310567	9	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310568	10	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310569	11	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310570	12	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310571	13	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310572	14	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310573	15	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310574	16	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310575	17	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310576	18	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310577	19	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310578	20	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310579	21	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310580	22	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310581	23	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310582	24	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310583	25	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310584	26	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310585	27	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310586	28	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310587	29	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310588	30	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310589	31	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310590	32	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310591	33	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310592	34	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310593	35	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310594	36	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310595	37	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310596	38	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310597	39	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310598	40	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310599	41	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310600	42	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310601	43	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310602	44	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310603	45	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310604	46	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2014
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310605	47	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310606	48	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310607	49	2.29	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310608	50	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310609	51	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310610	52	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310611	53	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310612	54	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310613	55	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310614	56	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310615	57	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310616	58	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310622	59	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310623	60	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310624	61	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310625	62	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310626	63	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310627	64	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310628	65	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310629	66	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310630	67	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310631	68	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310632	69	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310633	70	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310634	71	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310635	72	1	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310636	73	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310637	74	1.66	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310638	75	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310639	76	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310640	77	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310641	78	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310642	79	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310643	80	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310644	81	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310645	82	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310646	83	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310647	84	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310648	85	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310649	86	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310650	87	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310651	88	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R310652	89	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310653	90	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310654	91	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310655	92	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2014
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R310656	93	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310657	94	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310658	95	1.66	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310659	96	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310660	97	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310661	98	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310662	99	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310663	100	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310664	101	2.29	$14,511	$0	$14,511	$1,160.23	$117.75	$1,277.98	$0.00	$0.00	$0.00	$1,160.23	$117.75	$1,277.98
R310665	102	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310666	103	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310667	104	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310668	105	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310669	106	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310670	107	1	$6,337	$0	$6,337	$506.65	$51.42	$558.07	$0.00	$0.00	$0.00	$506.65	$51.42	$558.07
R310671	108	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310672	109	1.66	Prepaid	$0	Prepaid	Prepaid	Prepaid	Prepaid	$0.00	$0.00	$0.00	Prepaid	Prepaid	Prepaid
R310673	110	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R310674	111	1.66	$10,519	$0	$10,519	$841.04	$85.35	$926.39	$0.00	$0.00	$0.00	$841.04	$85.35	$926.39
R314854	112	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314855	113	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314856	114	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314857	115	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314858	116	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314859	117	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314860	118	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314861	119	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314862	120	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314863	121	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314864	122	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314865	123	2.29	$14,511	Prepaid	$14,511	$1,160.23	$117.75	$1,277.98	Prepaid	Prepaid	Prepaid	$1,160.23	$117.75	$1,277.98
R314866	124	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314867	125	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314868	126	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314869	127	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314870	128	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314871	129	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314872	130	2.29	$14,511	Prepaid	$14,511	$1,160.23	$117.75	$1,277.98	Prepaid	Prepaid	Prepaid	$1,160.23	$117.75	$1,277.98
R314873	131	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314874	132	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314875	133	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314876	134	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314877	135	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314878	136	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314879	137	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314880	138	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2014
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R314881	139	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314882	140	2.29	$14,511	Prepaid	$14,511	$1,160.23	$117.75	$1,277.98	Prepaid	Prepaid	Prepaid	$1,160.23	$117.75	$1,277.98
R314883	141	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314884	142	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314885	143	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314886	144	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314887	145	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314888	146	2.29	$14,511	Prepaid	$14,511	$1,160.23	$117.75	$1,277.98	Prepaid	Prepaid	Prepaid	$1,160.23	$117.75	$1,277.98
R314889	147	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314890	148	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314891	149	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314892	150	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314893	151	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314924	152	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314894	153	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314895	154	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314896	155	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314897	156	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314898	157	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314899	158	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314900	159	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314901	160	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314902	161	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R314903	162	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314904	163	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314905	164	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314906	165	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314907	166	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314908	167	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314909	168	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314910	169	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314911	170	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314912	171	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314913	172	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314914	173	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314925	174	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314915	175	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314916	176	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314917	177	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314918	178	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314919	179	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314926	180	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314920	181	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39
R314921	182	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314922	183	1	$6,337	Prepaid	$6,337	$506.65	$51.42	$558.07	Prepaid	Prepaid	Prepaid	$506.65	$51.42	$558.07
R314923	184	1.66	$10,519	Prepaid	$10,519	$841.04	$85.35	$926.39	Prepaid	Prepaid	Prepaid	$841.04	$85.35	$926.39

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2014
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318305	185	2.29	$14,562	Prepaid	$14,562	$1,164.29	$118.16	$1,282.45	Prepaid	Prepaid	Prepaid	$1,164.29	$118.16	$1,282.45
R318306	186	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318307	187	2	$12,718	Prepaid	$12,718	$1,016.84	$103.20	$1,120.04	Prepaid	Prepaid	Prepaid	$1,016.84	$103.20	$1,120.04
R318309	189	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318310	190	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318311	191	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318312	192	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318314	194	2	$12,718	Prepaid	$12,718	$1,016.84	$103.20	$1,120.04	Prepaid	Prepaid	Prepaid	$1,016.84	$103.20	$1,120.04
R318315	195	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318316	196	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318317	197	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318318	198	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318319	199	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318320	200	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318321	201	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318322	202	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318323	203	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318324	204	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318325	205	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318326	206	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318393	207	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318327	208	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318328	209	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318329	210	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318330	211	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318394	212	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318331	213	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318332	214	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318333	215	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318334	216	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318335	217	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318336	218	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318337	219	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318338	220	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318339	221	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318340	222	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318341	223	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318342	224	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318343	225	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318344	226	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318345	227	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318346	228	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318347	229	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318348	230	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2014
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318349	231	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318350	232	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318351	233	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318352	234	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318353	235	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318354	236	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318355	237	2.29	$14,562	Prepaid	$14,562	$1,164.29	$118.16	$1,282.45	Prepaid	Prepaid	Prepaid	$1,164.29	$118.16	$1,282.45
R318356	238	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318357	239	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318358	240	2.29	$14,562	Prepaid	$14,562	$1,164.29	$118.16	$1,282.45	Prepaid	Prepaid	Prepaid	$1,164.29	$118.16	$1,282.45
R318359	241	0	$0	$0	$0	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
R318360	242	2.29	$14,562	Prepaid	$14,562	$1,164.29	$118.16	$1,282.45	Prepaid	Prepaid	Prepaid	$1,164.29	$118.16	$1,282.45
R318361	243	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318362	244	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318363	245	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318364	246	2.29	$14,562	Prepaid	$14,562	$1,164.29	$118.16	$1,282.45	Prepaid	Prepaid	Prepaid	$1,164.29	$118.16	$1,282.45
R318365	247	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318366	248	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318367	249	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318395	250	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318368	251	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318369	252	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318370	253	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318371	254	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318372	255	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318373	256	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318374	257	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318375	258	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318376	259	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318377	260	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318378	261	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318379	262	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318380	263	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318381	264	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318382	265	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318383	266	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318384	267	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318397	268	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318385	269	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318386	270	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318387	271	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318388	272	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318389	273	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318390	274	1.66	$10,556	Prepaid	$10,556	$843.98	$85.65	$929.63	Prepaid	Prepaid	Prepaid	$843.98	$85.65	$929.63
R318391	275	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
R318392	276	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02

Appendix B
ASSESSMENT ROLL SUMMARY
Vintage Public Improvement District
2014
Summary

Tax Reference No.	Lot No.	Equivalent Units	Assessments			Annual Installment Part A			Annual Installment Part B			Total		
			Part A	Part B	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total	P&I	Collection Costs	Total
R318396	277	1	$6,359	Prepaid	$6,359	$508.42	$51.60	$560.02	Prepaid	Prepaid	Prepaid	$508.42	$51.60	$560.02
Total		342.52	$2,095,041	$0	$2,095,041	$167,508.97	$16,999.96	$184,508.93	$0.00	$0.00	$0.00	$167,508.97	$16,999.96	$184,508.93

Special City Council Meeting **2. 3.**

Meeting Date: 09/04/2014

Information

Agenda Item

Ordinance - 2nd Reading - Finance: Consider Ordinance 2014-O0108 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Overton Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2014-15.

Item Summary

On August 28, 2014, the City Council approved the first reading of the ordinance.

Each year, the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt, and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the North Overton Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The proposed assessment rate for 2014 is $0.18 per $100 valuation. This is the same rate as 2013.

All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance will be assessed for 2014. All single-family and duplex-zoned property will be assessed on a block-by-block basis as public improvements, to be maintained by PID funds, are completed in that block.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available for viewing in the City Secretary's office.

Fiscal Impact

The assessments are deposited into a separate North Overton Public Improvement District Fund. The funds raised by the assessment will be used to provide landscape maintenance, street and pedestrian lighting, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. The estimated total assessment that will be collected for 2014, based on estimated values, is $575,369.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

NO PID Assessment Ordinance

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH OVERTON PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2014 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2014-15; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On October 9, 2003 the City Council passed Resolution No.2003-R0468 which made certain findings concerning the advisability of creating the North Overton Public Improvement District, authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code (map attached as Exhibit A), and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On October 23, 2003, the City Council passed Resolution No. 2003-R0492, approving the Service and Assessment Plan, which has been reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a Revised 2014 Service and Assessment Plan for the North Overton Public Improvement District; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 28, 2014, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2014 assessments within the North Overton Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2014 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the proposed assessment roll (Exhibit C); and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.15 per $100.00 of net taxable value through year 2007, assessment rate of $0.17 per $100.00 of net taxable value for year 2008 through year 2010, and assessment rate of $0.18 per $100.00 valuation for year 2011 through 2018, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council after review of the Revised Service Plan approves the method of assessing special benefits of services and improvements and the Revised Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Service Plan, each property owner in the District identified for assessments in 2014 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment. All property zoned commercial and high-density residential under the City of Lubbock Zoning Ordinance will be assessed on an annual basis beginning January 1, 2004. All single-family and duplex-zoned property will be assessed on a block-by-block basis determined by the public improvements to be maintained by PID funds which are completed and existing in that block on January 1 of each year.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the assessment roll attached hereto and made a part of and marked as Exhibit C (the "Assessment Roll"). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 28, 2014 at 5:30 p.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2014 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the

payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2015 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the North Overton Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on_____, 2014.

Passed by the City Council on second reading on_____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

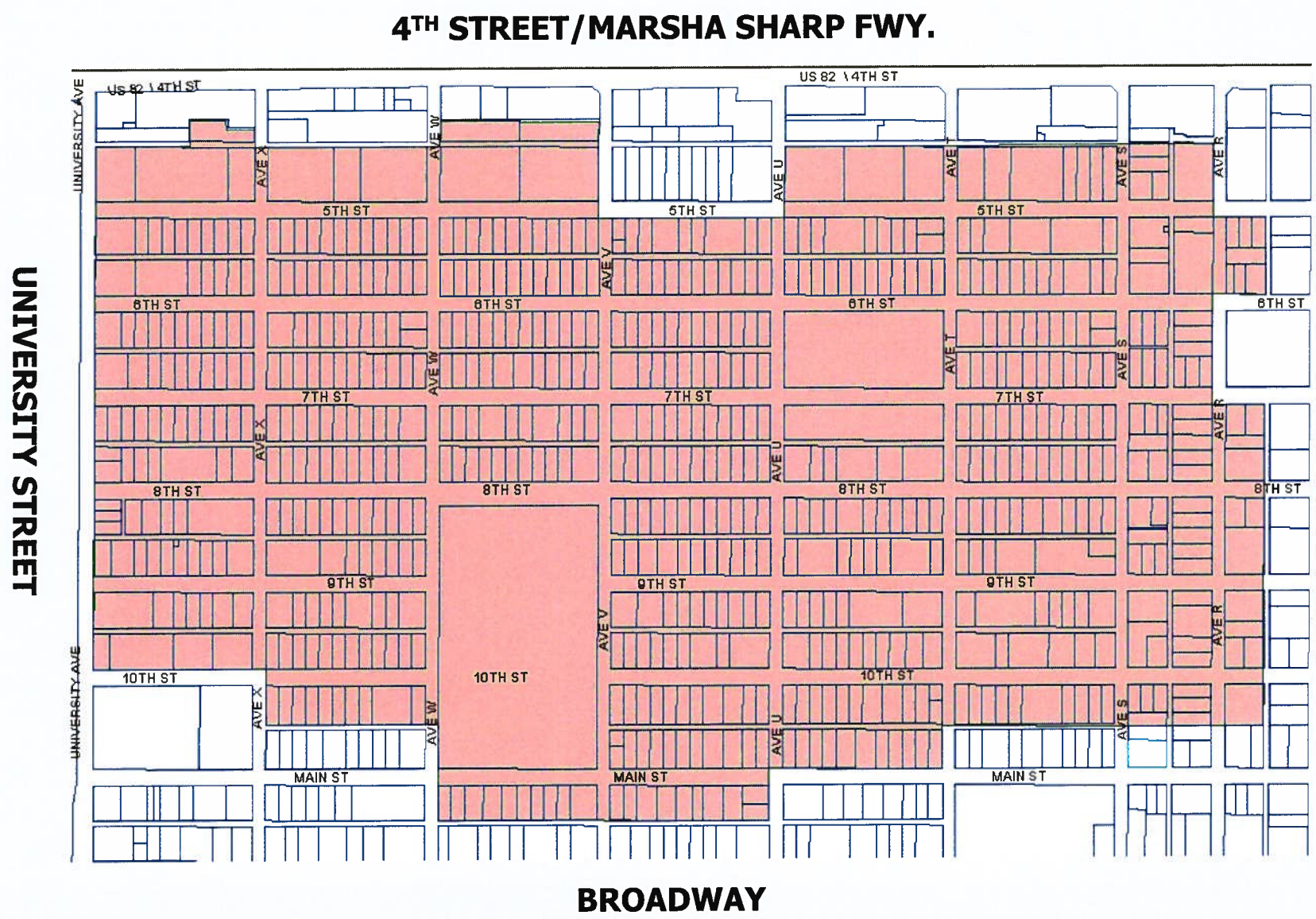
APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

Lc:city att/Linda/Ordinances/NO PID Ordinance 2014 Assessment
August 12,2014

Exhibit A

NORTH OVERTON PID DISTRICT



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

Method of Assessment

* Properties will be assessed based on the City's 2014 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04. Exhibit D reflects an estimation of assessments based on the preliminary 2014 values, however, the actual assessment will be based on the final 2014 net taxable values.

* Assessment will be $0.18/$100.00 valuation.

* All property zoned commercial and high - density residential under the City of Lubbock's Zoning Ordinance will be assessed beginning January 1, 2004.

* All single-family and duplex-zoned property will be assessed on a block-by-block basis. Assessment will begin for property in a single-family or duplex-zoned block, at the time public improvements to be maintained by PID funds are completed in that block, as of January 1 of the assessed year.

Service Plan

	Actual		Budget			Proposed			
Calendar Year	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**Totals**
Property Values *	250,852,305	265,378,108	285,905,478	341,141,225	365,362,252	383,630,365	402,811,883	422,952,477	$ 422,952,477
Discounted Property Values	250,852,305	265,378,108	285,905,478	319,649,328	342,344,430	359,461,652	377,434,734	396,306,471	396,306,471
Fiscal Year Revenues	**2011-12**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**Totals***
Interest Earnings	1,157	114	104	326	409	577	793	1,060	25,420
Assessment @ $0.18	412,034	473,493	514,630	575,369	616,220	647,031	679,383	713,352	4,631,511
Total	**413,191**	**473,607**	**514,734**	**575,694**	**616,629**	**647,608**	**680,175**	**714,411**	**6,379,653**
Expenses									
Lighting	42,712	27,015	40,000	41,200	42,436	43,709	45,020	46,371	429,956
Landscape	391,572	383,087	451,519	456,034	465,155	474,458	483,947	493,626	4,996,955
Annual Operating Cost	3,252	3,845	4,633	4,772	4,915	5,063	5,214	5,371	66,364
Administrative Costs	16,568	8,045	12,000	40,441	36,930	38,038	39,180	40,355	231,558
Subrogation Reimbursement	-	(10,054)	-	-	-	-	-	-	(10,054)
Total	**454,104**	**411,939**	**508,152**	**542,448**	**549,436**	**561,268**	**573,361**	**585,723**	**5,861,159**
Cash Reserve	**62,005**	**123,673**	**130,255**	**163,502**	**230,694**	**317,034**	**423,847**	**552,536**	$ **552,536**

*** The total column includes prior year amounts that are hidden and do not show on the spreadsheet.**

Assessment Information

2004-2007
Assessment per $100,000
2008-2010
Assessment per $100,000
2011-2018
Assessment per $100,000

Special City Council Meeting **2. 4.**

Meeting Date: 09/04/2014

Information

Agenda Item

Ordinance - 2nd Reading - Finance: Consider Ordinance 2014-O0109 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the North Point Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2014-15.

Item Summary

On August 28, 2014, the City Council approved the first reading of the ordinance.

Each year, the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt, and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the North Point Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The proposed assessment rate for 2014 is $0.14 per $100 valuation. This is the same rate as 2013. All property will be assessed for 2014.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available for viewing in the City Secretary's office.

Fiscal Impact

The assessments are deposited into a separate North Point Public Improvement District Fund. The funds raised by the assessment will be used to provide landscape maintenance on the common areas on North Slide and adjacent right of way, building and maintaining a hike and bike trail, repair and replacement of amenities, enhancing and maintaining amenities at the entry stations, lighting, and any other maintenance needed in the District, as well as cover a portion of the costs of administering the PID. The estimated total assessment that will be collected for 2014, based on estimated values, is $92,338.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Assessment Ordinance

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; CLOSING THE HEARING AND LEVYING 2014 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2014-15; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On October 28, 2004 the City Council passed Resolution No.2004-R0543 which made certain findings concerning the advisability of creating the North Point Public Improvement District (Exhibit A), authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code, and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On November 18, 2004 the Lubbock City Council passed Resolution 2004-R0564, approving the Service Plan and an Assessment Plan for the North Point Public Improvement District, which has been reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a Revised 2014 Service and Assessment Plan for the North Point Public Improvement District; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 28,2014, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2014 assessments within the North Point Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2014 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for services and improvements of the property in the District, and approve, adopt and file with the City Secretary the assessment roll (Exhibit C); and

WHEREAS, the City Council finds after review that the Revised Service Plan and Assessment Plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $.14 per $100.00 of net taxable value through year 2018, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council after review of the Revised Service Plan approves the method of assessing special benefits of services and improvements and the Revised Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Revised Service Plan, each property owner in the District identified for assessments in 2014 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment. All property will be assessed on an annual basis beginning January 1, 2005.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the assessment roll attached hereto and made a part of and marked as Exhibit C (the "Assessment Roll"). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 28, 2014 at 5:30 p.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and

time and place of the hearing; (2) the general nature of the services and improvements; (3) the cost of the services and improvements; (4) the boundaries of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the city heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2014 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31, 2015 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the North Point Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

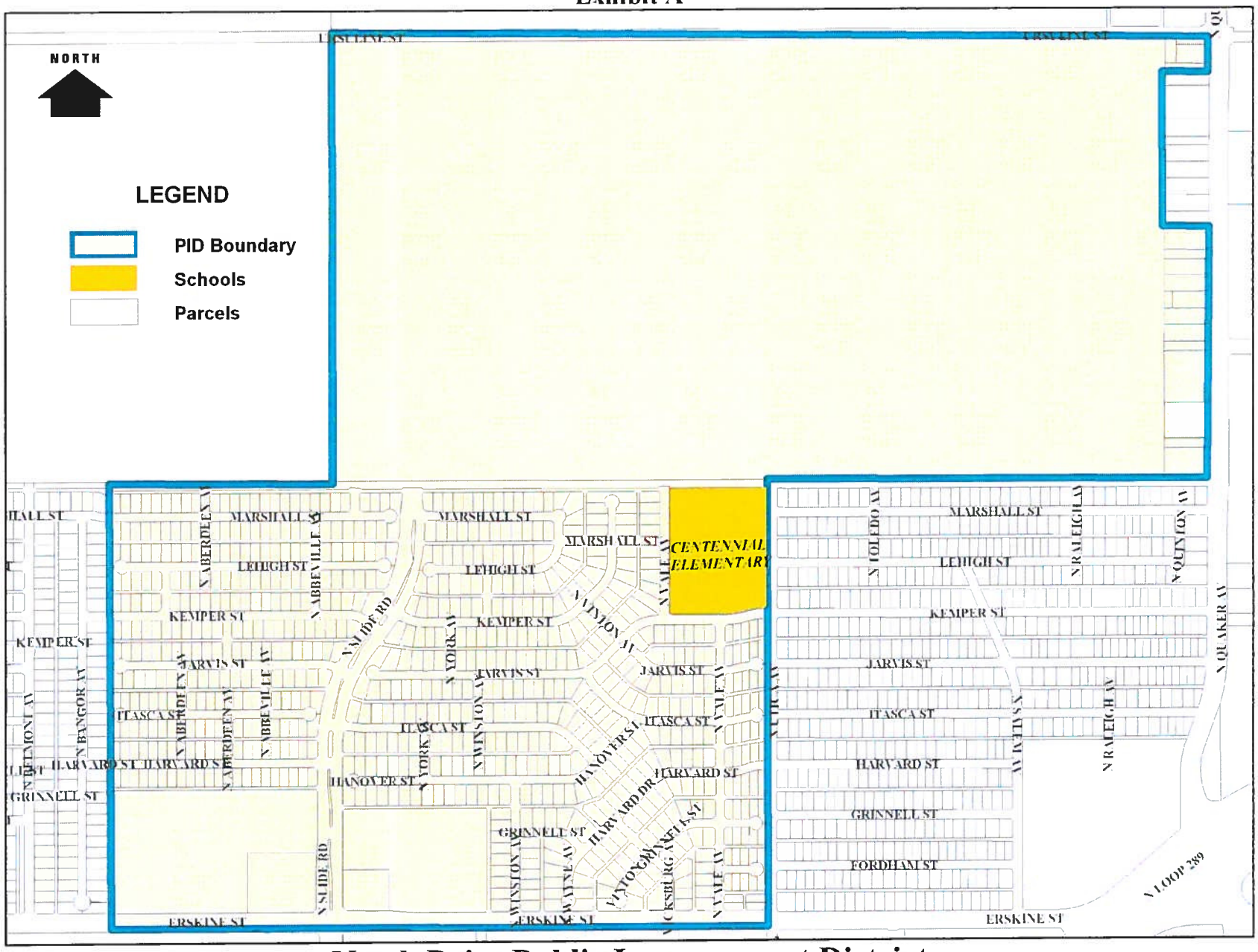
_____
Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda Chamales,
Economic Development Attorney

LC: lc/cityatt/Linda/Ordinances/North Point PID Assessment 2014
August 12, 2014

Exhibit A



North Point Public Improvement District

City of Lubbock, TX
Finance Department
North Point PID Method of Assessment
Exhibit B

* Properties will be assessed based on the City's 2014 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.
* Assessment rate will be $0.14/$100 valuation
* All property will be assessed based on the final 2014 "net taxable value".

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

Service Plan

	Actuals		Revised	Proposed					
Calendar Year	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**Totals**
Property Values* (Taxable)	$ 57,194,936	59,408,213	59,836,052	66,087,974	67,409,733	68,757,928	70,133,087	71,535,748	$ 71,535,748
Discounted Property Values	57,194,936	59,408,213	58,040,970	65,955,798	65,387,441	66,695,190	68,029,094	69,389,676	69,389,676
Fiscal Year Revenues	**2011-12**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**Totals^**
Interest	475	412	793	818	303	408	514	622	11,045
Assessment @ $0.14	80,568	82,784	81,257	92,338	91,542	93,373	95,241	97,146	1,052,740
Total	**$ 81,044**	**83,196**	**82,050**	**93,156**	**91,846**	**93,781**	**95,755**	**97,768**	**$ 966,018**
Expense									
Slide Road - right of way & median maintenance	7,949	9,508	12,786	13,000	13,000	13,260	13,525	13,796	160,404
Water cost for irrigation	5,599	7,716	17,672	18,202	18,748	19,311	19,890	20,487	146,532
Repair and Replacement of Public Improvements	-	-	-	-	-	-	-	-	2,783
Right-of-way Improvements	-	-	-	-	-	-	-	-	500
Seasonal Lighting of Entry	-	11,018	2,500	2,575	2,627	2,679	2,733	2,787	28,319
Hike & Bike Trails under utility easement 50 ft. wide linear track, 17.5 acres @ $1,178	-	-	-	1,000	1,020	1,040	1,061	1,082	16,319
Electric Cost for Lights & Seasonal Lighting	423	440	1,156	1,191	1,226	1,263	1,301	1,340	11,903
Administrative Costs	2,218	4,075	5,400	6,856	7,062	7,274	7,492	7,717	51,609
Annual Operation Cost (Notices, Public Hearings, Collection Costs, Advisory Group)	3,280	3,600	6,034	6,215	6,339	6,466	6,595	6,727	52,793
Capital Outlay Constr of trail, 63,360 sq ft @ $5.00 = $316,800		-	50,000	250,000	-	-	-	-	300,000
Total	**$ 19,469**	**36,357**	**95,548**	**299,039**	**50,022**	**51,293**	**52,598**	**53,936**	**$ 771,161**
Cash Reserve	**$ 293,865**	**340,704**	**327,207**	**121,324**	**163,147**	**205,635**	**248,792**	**292,624**	**$ 292,624**

*Property Value growth rate = 2% annually

^Total amounts also include actual revenues and expenses prior to 2010

Assessment Information

2004-2018

Assessment per $100,000 **$ 140.00**

File and Return to
Dave Booher R.O.W.
City of Lubbock

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

RESOL
11 PGS
2011027240

RESOLUTION

WHEREAS, a petition has been received from the record owners of taxable real property representing more than 50 percent of the appraised value (as determined by the most recent certified appraisal roll for Lubbock County) of an area within the City of Lubbock, generally covering the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford and containing approximately 543 acres, AND owners of not less than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal; requesting establishment of a North Point Public Improvement District under Section 372.005 of the Public Improvement District Assessment Act for the purpose of maintaining the common areas on North Slide and adjacent right of way, creating and maintaining the common areas on North Slide and adjacent right of way, creating and maintaining a green space located under a utility easement, and enhancing and maintaining amenities in the entry stations on North Slide Road , all in accordance with the Act; and

WHEREAS, the petition, a copy of which has been attached as Exhibit "A," was examined, verified, found to meet the requirements of Section 372.005(b) of the Texas Local Government Code, and accepted by the City Council of the City of Lubbock, Texas, (the "City"); and

WHEREAS, the boundaries of the proposed North Point Public Improvement District within the city limits of the City of Lubbock are described in the attachment designated as Exhibit "B" and shown on the map attached hereto as Exhibit "C"; and

WHEREAS, the City has called a public hearing to hear public comments on the advisability of the proposed public improvement district and its benefits to the City and the property in the proposed Tax Increment Financing Reinvestment Zone; and

WHEREAS, notice of such public hearing was published in the Lubbock Avalanche-Journal, a daily paper of general circulation in the City, such publication date being before the 15th day before the date of the public hearing stating the time and place of the hearing, the general nature of the proposed improvement, the estimated cost of the improvements, the boundaries of the proposed assessment district, the proposed method of assessment, and the proposed apportionment of cost between the improvement district and the city as a whole; and

WHEREAS, written notice containing the information in the published notice was mailed before the 15th day before the date of the hearing to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed public improvement district; and

WHEREAS, such hearing was convened at the time and place mentioned in the published notice, on the 28th day of October, 2004, at 10:45 o'clock a.m., in the Council Chamber of the City of Lubbock, Texas; and

WHEREAS, the City, at such hearing, invited any interested person, or his/her representative, to appear and speak for or against the authorization of the North Point Public Improvement District, the boundaries of the proposed Public Improvement District, whether all or part of the territory which is described in Exhibit "B" attached hereto and depicted on the map attached hereto as Exhibit "C" should be included in such proposed North Point Public Improvement District, the advisability of the proposed improvements, the nature of the improvements, the estimated costs of the improvements; the method of assessment, and the apportionment of the costs between the district and the city as a whole; and

WHEREAS, all owners of property located within the proposed Public Improvement District and all other taxing units and other interested persons were given a reasonable opportunity at such public hearing to protest the authorization of the proposed North Point Public Improvement District and/or the inclusion of their property in such Public Improvement District; and

WHEREAS, the proponents of the North Point Public Improvement District offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the North Point Public Improvement District, and opponents of the North Point Public Improvement District were given the opportunity to appear to contest authorization of the district, after which the hearing was closed; NOW THEREFORE:

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

SECTION 1: THAT the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: THAT the City Council, after conducting such hearing and having heard such evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

a) That the public hearing on the advisability of authorizing the North Point Public Improvement District has been properly called, held and conducted and that notice of such hearing has been published and mailed as required by law and delivered to the current address of the owners of property subject to assessment under the proposed public improvement district.

b) That authorization of the proposed North Point Public Improvement District with boundaries as described in Exhibits "B" and "C" for the purpose of maintaining the common areas on North Slide and adjacent right of way, creating and maintaining a green space located under a utility easement, and enhancing and maintaining amenities in the entry stations of North Slide Road is advisable and will result in benefits to the City, its residents, and property owners, in general, and to the property, residents and property owners in the North Point Public Improvement District.

c) That the total estimated cost of services and improvements proposed to be provided by the District is approximately $430,352.00 over the next five (5) years, and that the estimated annual cost rises from $15,456.00 in the second year to $209,489.00 in year five (5).

d) That the costs are based on a proposed assessment rate of $0.14 per $100.00 of valuation through year 2010, decreasing to $0.04 per $100.00 of valuation in year 2011. Assessments to cover estimated costs of enhanced services and improvements are proposed to be applied to newly developed areas during the early years and during the later years will be applied to currently existing properties as enhanced services and improvements are completed in the blocks containing those properties.

e) That as to apportionment of cost between the proposed District and the city, all costs for proposed improvements will be paid by the District through assessments.

SECTION 3. That the City hereby authorizes, under Sections 372.006, 372.010, and 372.041 of the Act, a public improvement district over the area described in Exhibit "B" attached hereto and depicted in the map attached hereto as Exhibit "C" and such public improvement district shall hereafter be identified as the North Point Public Improvement District, City of Lubbock, Texas.

SECTION 4: That the City Council shall be the governing board for the North Point Public Improvement District.

SECTION 5: That notice of this authorization for the North Point Public Improvement District shall be published in a newspaper of general circulation in the city.

SECTION 6: That if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

PASSED by the City Council this 28th day of October, 2004.

TOM MARTIN, MAYOR PRO TEM

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Craig Farmer, Managing Director
of Planning and Transportation

APPROVED AS TO FORM:

for John M. Knight
Assistant City Attorney

JK:/Cityatt/John/PID findings.resolution-north point
October 19, 2004

SAMPLE

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

PETITION TO CREATE THE NORTH POINT PUBLIC IMPROVEMENT DISTRICT

TO THE HONORABLE MAYOR AND MEMBERS OF THE LUBBOCK CITY COUNCIL:

The undersigned ("Petitioners") who are the owners of real property in the hereinafter described District respectfully file this petition (the "Petition") requesting the City Council of Lubbock, Texas to find that the following District is advisable and necessary and would promote the interests of the City and to establish the public improvement district in accordance with Chapter 372 of the Texas Local Government Code (the "Act").

Signature of person signing for owner	Date
Printed name of owner	SIERRA PLATEAU LTD
Owner's printed name, if different from signer	
Signer's relation to owner, if not owner	
Signers mailing address	
Signer's day time phone number	( )

By executing this petition, the foregoing person represents and warrants that he or she is authorized to execute the Petition on behalf of the property owner named above. The property(-ies) of the owner are located at the following address(es) within the District or at the addresses within the District listed on the attached sheet.

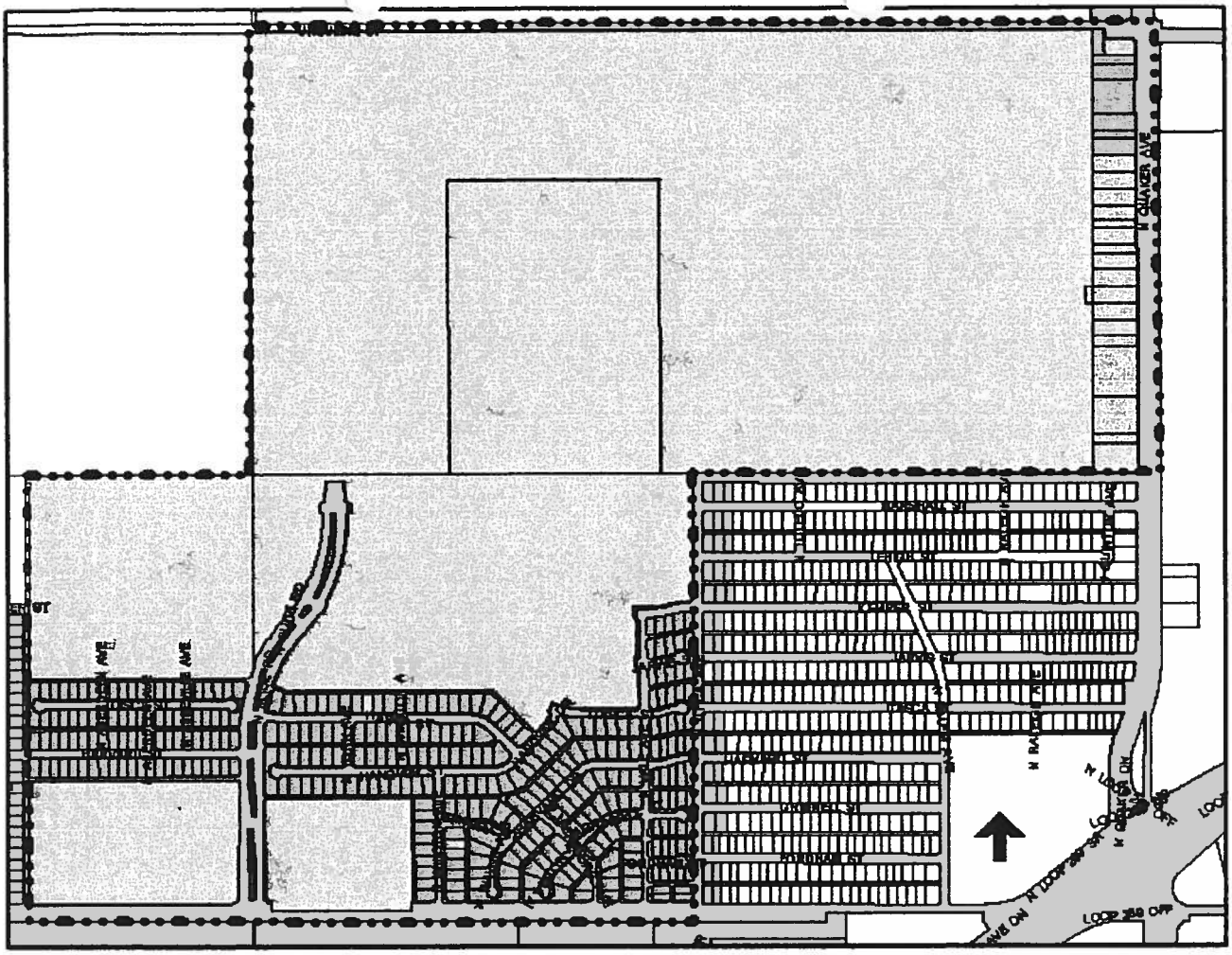
5240 ITASCA ST,
LUBBOCK, TX 79416

Property Address(es)

Please return the signed petition by August 9, 2004 to:
Rob Allison, Business and Neighborhood Development Manager,
City of Lubbock, P O Box 2000, Lubbock, TX 79457.

R301711
Located at: 5240 ITASCA ST, LUBBOCK, TX 79416
SIERRA PLATEAU LTD
7170 W WIND DR STE 101, EL PASO, TX 79912-1744

Exhibit "A"



Proposed North Pointe Public Improvement District
October 2004

NORTH POINT PUBLIC IMPROVEMENT DISTRICT (PID)

The proposed North Point Public Improvement District (PID) generally covers the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford. This area is approximately 543 acres. The proposed boundaries are shown on the attached map. The purpose of the PID is to maintain the common areas on North Slide and adjacent right of way; creating and maintaining a green space located under a utility easement; and enhancing and maintaining amenities in the entry stations on Slide Road.

A PID is funded by a small assessment based on the value of each property within the PID. This assessment will generate sufficient funds to pay the projected expenses of the PID. As an example, with an **assessment of $0.14 per $100 valuation,** an owner with a property valued at $100,000 would pay an assessment of **only $140 per year** for maintaining the public improvement areas. It is expected that the assessment rate would be no more than $0.14 per $100 valuation, and may be less.

A PID is initiated by property owners within the proposed PID boundary, indicated by their signing a petition requesting that the City create the PID. The petition is sufficient if it is signed by the owners of at least 50% of the appraised value of property within the PID boundary, and owners of either of the following: at least 50% of the area of all property within the proposed PID boundary, or, at least 50% of the number of properties within the proposed PID boundary.

In addition to a petition signed by the sufficient number of owners, a five-year initial Service Plan must be prepared which outlines (among other things) the proposed services to be provided and the proposed method of assessment required to fund those services. Following submission of the petition and Five-year Service Plan, the City Council holds a public hearing to discuss and receive comments regarding establishment of the PID. Each property owner within the proposed PID will receive written notification of this public hearing.

At a subsequent meeting, the City Council then approves a Resolution which establishes the PID, the proposed services and costs, and the method of assessment. Normally, a majority vote of Council is satisfactory. However, if there is a written protest signed by 20% of the owners, approval will require a 2/3 vote of the Council.

The PID approval process normally takes about 4-5 months after submission of the petition to the City. Based on this time requirement, it is expected that if approved, the North Point PID would take effect **January 1, 2005. The assessment would be available for review on October 1, 2004.**

NORTH POINTE PID

Proposed Revenue/Expense Worksheet

	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	Totals
REVENUE											
Property Values*	13,600,000	57,376,000	129,023,520	197,043,990	249,284,870	297,770,566	303,725,979	309,800,499	315,996,509	322,316,439	322,316,439
Discounted Property Values	11,040,000	45,900,800	100,818,816	149,635,182	199,427,896	238,216,454	242,980,783	247,840,399	252,797,207	257,853,151	257,853,151
Assessment @ $0.14	-	-	15,456	64,261	141,148	208,489	278,199	-	-	-	709,552
Assessment @ $0.04	-	-	-	-	-	-	-	95,287	97,192	98,136	291,615
Total	-	-	15,456	64,261	141,148	208,489	278,199	95,287	97,192	98,136	1,001,167
Expense--$K											
Slide Road - right of way & median maintenance											
South of power lines, 5.75 acres @ $2,356	-	-	13,672	14,149	14,432	14,721	15,015	15,316	15,622	15,935	118,063
South of power lines (developer)	-	13,600	-	-	-	-	-	-	-	-	13,600
North of power lines, 1.50 acres @ $2,356	-	-	1,584	3,714	3,788	3,864	3,941	4,020	4,100	4,182	29,193
North of power lines (developer)	-	3,600	2,088	-	-	-	-	-	-	-	5,688
Rotation of color (3 rotations)	-	-	-	12,485	12,734	12,988	13,248	13,514	13,784	14,060	92,816
Rotation of color (developer)		12,000	12,240	-	-	-	-	-	-	-	24,240
Neighborhood Entry Stations (2)											
General Maintenance (3 rotations of color)	-	-	-	6,242	6,367	6,495	6,624	6,757	6,892	7,030	46,406
General Maintenance (developer)	-	6,000	6,120	-	-	-	-	-	-	-	12,120
Hike & Bike Trails under utility easement											
50 ft. wide linear track, 17.5 acres @ $2,356	-	-	-	27,671	43,138	44,001	44,881	45,779	46,694	47,628	299,791
50 ft. wide linear track (developer)	-	40,650	41,463	14,621	-	-	-	-	-	-	96,734
Capital Outlay											
Constr. of trail, 63,360 sq. ft. @ $3.50 = $221,760	-	221,760	-	-	-	-	-	-	-	-	221,760
Reimbursment from developer	-	(297,810)	(61,911)	(14,621)	-	-	-	-	-	-	(374,142)
Reimburse developer for expenses					80,899	127,419	186,837				374,142
Total	-	-	15,456	64,261	141,148	208,489	286,748	85,366	87,893	88,835	991,413
Cash Reserves	-	-	0	(0)	(0)	0	9,452	19,353	29,453	39,754	39,754

*Property Value growth rate = 2% annually

**Expense growth rate = 2% annually

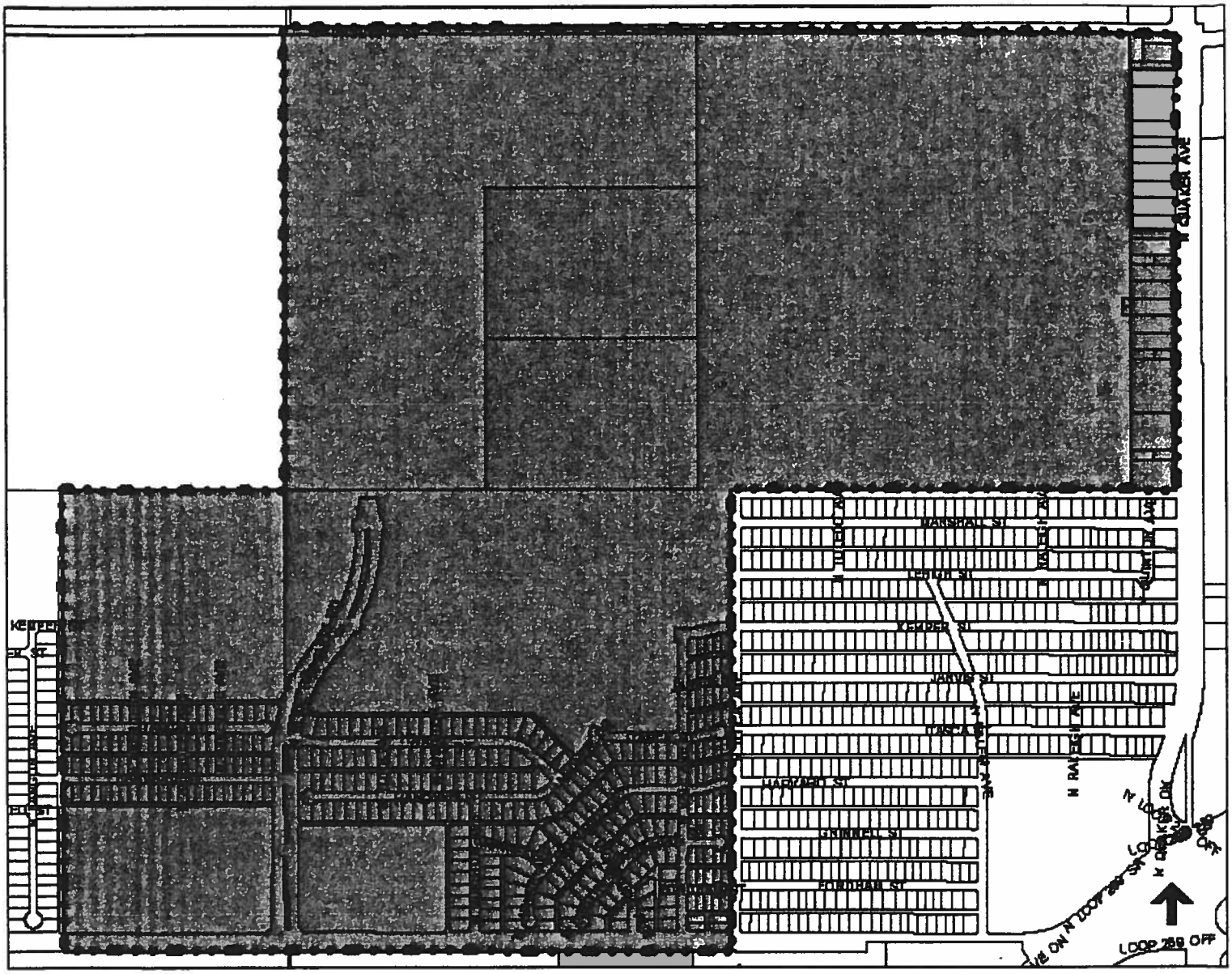
ASSESSMENT INFORMATION		
2004-2010		
Assessment per $100,000	$	140.00
2011-2013		
Assessment per $100,000	$	40.00

Exhibit "B"

Resolution No. 2004-R0543
October 28, 2004
Item No. 52

An area within the City of Lubbock, generally covering the area between Erskine and Ursuline, and between North Quaker to a line east of Frankford and containing approximately 543 acres, as shown in Exhibit C.

Exhibit "C"



Proposed North Pointe Public Improvement District
October 2004 (Revised Boundary)

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County TEXAS
August 11, 2011 02:06:52 PM
FEE: $56.00

2011027240

Special City Council Meeting **2. 5.**

Meeting Date: 09/04/2014

Information

Agenda Item

Ordinance 2nd Reading - Finance: Consider Ordinance 2014-O0110 reviewing classifications for the methods of assessing special benefits for the services and improvements of property in the Quincy Park Public Improvement District; approving, adopting, and filing with the City Secretary, the Assessment Roll; closing the hearing and levying assessments based on the revised Service Plan for the cost of certain services and/or improvements to be provided in the District during FY 2014-15.

Item Summary

On August 28, 2014, the City Council approved the first reading of the ordinance.

Each year, the City of Lubbock is required to review classifications for the methods of assessing; approve, adopt, and file the assessment roll (Exhibit C) with the City Secretary; and levy the assessment for the Quincy Park Public Improvement District (PID). This item is preceded by a Public Hearing, which allows property owners in the District to speak in favor of or in opposition to, the assessment rate pursuant to Chapter 372 of the Texas Local Government Code. The proposed assessment rate for 2014 is $0.15 per $100 valuation. This is the same rate as 2013. All property will be assessed for 2014.

The Council is required to review the Service Plan annually and adopt an ordinance setting the assessment rate for the PID. The revised Service Plan is included in the backup.

Exhibit C is available for viewing in the City Secretary's office.

Fiscal Impact

The assessments are deposited into a separate Quincy Park Public Improvement District Fund. The funds raised by the assessment will be used to provide design, construction, and maintenance of Parks and greens together with any ancillary structures, features or amenities, and any other maintenance needed on projects in the District, as well as cover a portion of the costs of administering the PID. . The estimated total assessment that will be collected for 2014, based on estimated values, is $71,365.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Assessment Ordinance - Quincy Park

ORDINANCE NO. _____

AN ORDINANCE REVIEWING CLASSIFICATIONS FOR THE METHODS OF ASSESSING SPECIAL BENEFITS FOR THE SERVICES AND IMPROVEMENTS OF PROPERTY IN THE QUINCY PARK PUBLIC IMPROVEMENT DISTRICT ("DISTRICT"); APPROVING, ADOPTING AND FILING WITH THE CITY SECRETARY THE ASSESSMENT ROLL; LEVYING 2014 ASSESSMENTS FOR THE COST OF CERTAIN SERVICES AND/OR IMPROVEMENTS TO BE PROVIDED IN THE DISTRICT DURING FY 2014-15; FIXING CHARGES AND LIENS AGAINST THE PROPERTY IN THE DISTRICT AND AGAINST THE OWNERS THEREOF; AND PROVIDING FOR THE COLLECTION OF THE ASSESSMENT.

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") allows for the creation of public improvement districts; and

WHEREAS, On May 28, 2009 the City Council passed Resolution No.2009-R0219 which made certain findings concerning the advisability of creating the Quincy Park Public Improvement District, authorized and created the District as a public improvement district under Chapter 372 of the Texas Local Government Code (map attached as Exhibit A), and designated the Lubbock City Council as the entity responsible for the management of and provision of services and improvements to the District; and

WHEREAS, On June 11, 2009, the City Council passed Resolution No. 2009-R0223, approving the Service and Assessment Plan, which will be reviewed and revised each year when necessary. Exhibit B, attached hereto, contains a revised 2014 Service and Assessment Plan for the Quincy Park Public Improvement District; and

WHEREAS, Chapter 372 of the Texas Local Government Code requires that the City Council review the Service Plan; prepare a proposed assessment roll and file it with the City Secretary; and schedule a public hearing to consider the proposed assessments and receive public comment on an annual basis; and

WHEREAS, after published and mailed notice of the hearing, pursuant to the Act, a public hearing was held August 28, 2014, to consider objections to the proposed assessments. The City Council closed the public hearing after receiving property owner's concerns and comments (both oral and written) on proposed 2014 assessments within the Quincy Park Public Improvement District and acted on any objections to proposed assessments for particular parcels; and

WHEREAS, the City desired by the calling and holding of such public hearing to provide a reasonable opportunity for any owner of property located in the District to speak for or against the 2014 assessment rate for a special assessment against real property and real property improvements exclusive of public rights-of-way, to provide funding for the District for the purpose of supplemental services and improvements; and

WHEREAS, the City Council desires to review classifications and formulas for the apportionment of the costs for the services and improvements of the property in the District, and approve, adopt and file with the City Secretary the proposed assessment roll (Exhibit C); and

WHEREAS, the City Council finds after review that the revised service plan and assessment plan are feasible and sound and will serve the needs and desires of the property owners and that the assessment rate of $0.15 per $100.00 of net taxable value through year 2018, as determined by the Lubbock Central Appraisal District, of the property or improvements to the property located in the District; are reasonable and adequate.

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

SECTION 1: That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: That the City Council after review of the Service Plan approves the method of assessing special benefits of services and improvements and the Service Plan, which is set forth in the Assessment Plan attached and incorporated herein as Exhibit B. Terms relating to property taxes in this ordinance shall be used as defined in Section 1.04 of the Texas Property Tax Code. In accordance with the Service Plan, each property owner in the District identified for assessments in 2014 receives the same amount of service for the assessment provided. The proposed method of assessment, which specifies included or excluded classes of assessable property, is based on the net taxable value of the real property and real property improvements as determined by the Lubbock Central Appraisal District in accordance with Chapter 25 of the Texas Property Tax Code. Public rights-of-way are exempt from assessment.

SECTION 3: The City Council hereby approves, adopts and files with the City Secretary the assessment roll attached hereto and made a part of and marked as Exhibit C (the "Assessment Roll"). The Assessment Roll states an estimate of the assessment against each parcel of land in the District, as determined by the method of assessment set forth in the Service plan and this Ordinance. The City Secretary shall file the Assessment Roll in the official City records. The Assessment Roll shall be subject to public inspection.

SECTION 4: That the City Council finds that the notice of the City Council's intention to consider the proposed assessments at a public hearing on August 28, 2014 at 5:30 p.m. in the City Council Chamber, 1625 13th Street, Lubbock, Texas was published in the official newspaper of the City of Lubbock, Texas before the 10th day before the date of the hearing. The notice stated: (1) the date, time and place of the hearing; (2) the general nature of the services and improvements; (3)

of the District; and (5) that written or oral objections will be considered at the hearing.

SECTION 5: That the City Council finds that Lubbock City staff mailed to the owners of property liable for assessment, notice of the hearing as the ownership appears on the City tax roll. The notice contained the information required by the Act. The notice was mailed before the 10th day before the date of the hearing to the last known address of the property owner on the City tax roll. The failure of the property owner to receive notice does not invalidate the proceeding.

SECTION 6: That the City Council finds that the assessments should be made and levied against the respective parcels of property within the District and against the owners thereof, and are substantially in proportion to the benefits to the respective parcels of property by means of the services and improvements in the District for which such assessments are levied, and further finds that in each case the property assessed is specially benefited by means of the said services and improvements of the District, and further finds that the apportionment of costs of the services and improvements is in accordance with the law in force in this City and the State and in the proceedings of the City heretofore had with reference to the formation of the District and the imposition of assessments for said services and improvements are in all respects valid and regular.

SECTION 7: That there shall be and is hereby levied and assessed against the parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sums of money calculated by applying the assessment rate to the final 2014 city net taxable value in the manner described in the assessment attached hereto in Exhibits B and C and made part hereof shown opposite the description of the respective parcels of property, and the several amounts assessed against the same, and the owners thereof.

SECTION 8: That the several sums above mentioned and assessed against the said parcels of property and the owners thereof, and interest thereon at the rate per annum established in Section 9 together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a first and prior lien against the property assessed, superior to all other liens and claims except liens and claims for ad valorem taxes and is a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien shall attach on January 1 of each year to the property to secure the payment of all assessments, penalties, and interest ultimately imposed for the year on the property, whether or not the assessments are imposed in the year the lien attaches and shall be effective until the assessment is paid. The lien is perfected on attachment and perfection requires no further action by the governing body.

SECTION 9: That the assessments levied herein shall be due and payable in full on receipt of the assessment bill and are delinquent if not paid by January 31,

2015 except as provided in Sections 31.02(b), 31.03, and 31.04 of the Texas Property Tax Code. A delinquent assessment incurs a penalty of six percent of the amount of the assessment for the first calendar month it is delinquent plus one percent for each additional month or portion of a month the assessment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an assessment delinquent on July 1 incurs a total penalty of twelve percent of the amount of the delinquent assessment without regard to the number of months the assessment has been delinquent. A delinquent assessment continues to incur the penalty provided by this section as long as the assessment remains unpaid, regardless of whether a judgment for the delinquent assessment has been rendered. That if default be made in the payment of any of the said sums hereby assessed against said property owners and their property, collection thereof, including costs and attorney's fees, shall be enforced by the governing body in the same manner that an ad valorem tax lien against real property may be enforced by the governing body under Chapters 31, 32 and 33 of the Texas Property Tax Code. The owner of the assessed property may pay at any time the entire assessment on any lot or parcel, along with any interest and penalty that has accrued on the assessment.

SECTION 10: That all assessments levied are a personal liability and charge against the real and true owners of the premises described, notwithstanding such owners may not be named, or may be incorrectly named.

SECTION 11: That the assessments herein levied are made and levied under and by virtue of the terms powers and provisions of the Public Improvement District Assessment Act, Chapter 372 of the Texas Local Government Code, as amended.

SECTION 12: That the City may contract with the Lubbock Central Appraisal District and/or any competent attorney to collect the assessments and to represent the Quincy Park Public Improvement District to enforce the collection of delinquent assessments. The attorney's compensation shall be set in the contract, but the total amount of compensation provided may not exceed 20 percent of the amount of delinquent assessment, penalty, and interest collected, as required in Section 6.03 of the Texas Property Tax Code.

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

Linda L. Chamales
Linda L. Chamales,
Economic Development Attorney

Lc:city att/Linda/Ordinances/Quincy Park PID Ordinance 2014 Assessment
August 12, 2014

City of Lubbock, TX
Finance Department
Quincy Public Improvement District Map
Exhibit A

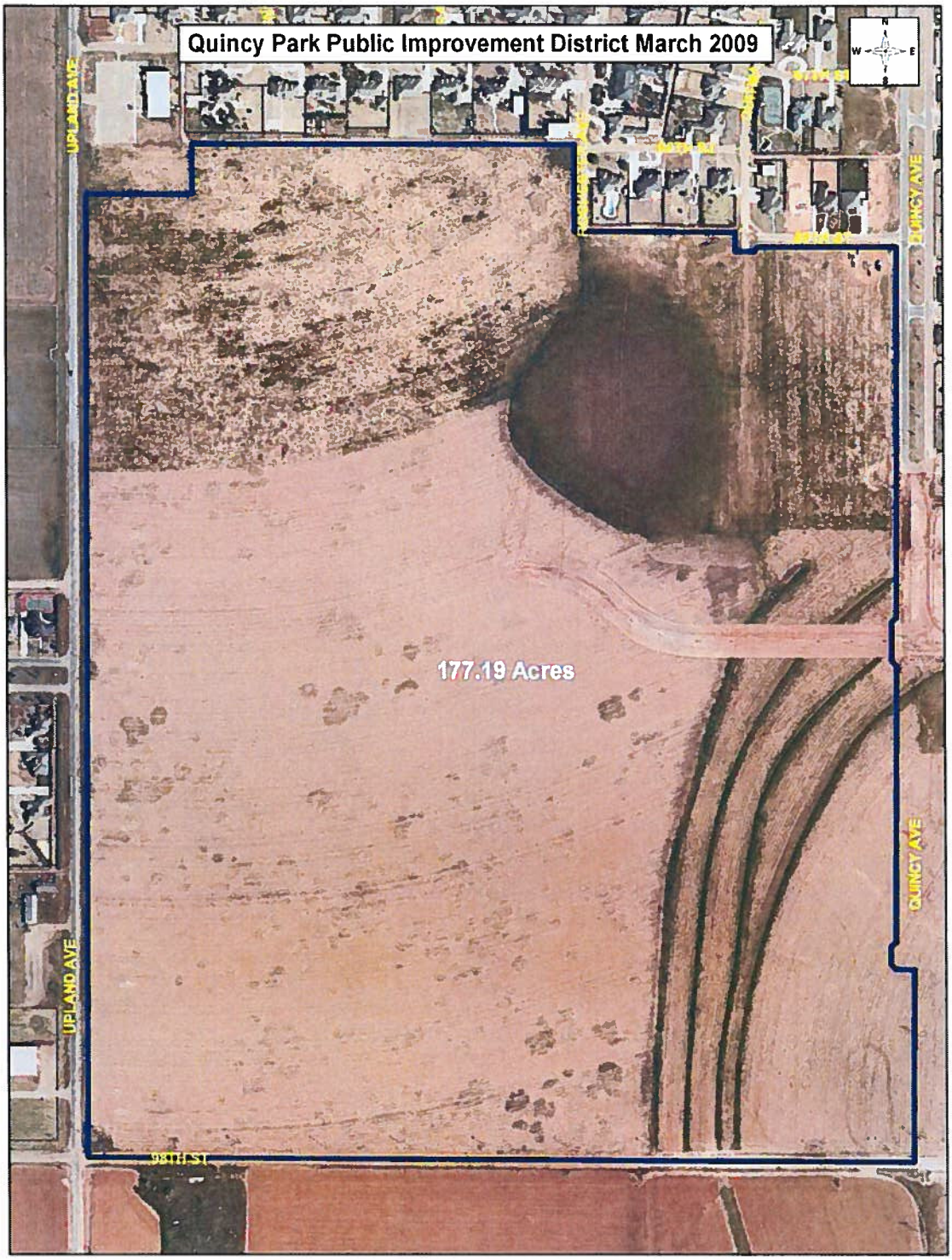


Exhibit A

City of Lubbock, TX
Finance Department
Quincy Park PID Assessment Plan
Exhibit B

* Properties will be assessed based on the City's 2014 "net taxable value" as established by the Lubbock Central Appraisal District and submitted to the City under Tax Code Section 26.04.

* Assessment will be $0.15/$100.00 valuation

* All property will be assessed based on the final 2014 "net taxable value".

City of Lubbock, TX
Finance Department
Quincy Park PID Assessment Plan
Exhibit B

	Actual		Budget			Proposed			
Calendar Year^	**2011**	**2012**	**2013**	**2014**	**2015**	**2016**	**2017**	**2018**	**Totals**
Property Values*	20,346,803	26,996,464	34,445,778	47,672,184	58,750,628	70,050,640	83,601,653	97,423,686	$ 97,423,686
Discounted Property Values	20,346,803	26,996,464	33,412,405	47,576,840	52,875,565	63,045,576	75,241,488	87,681,317	87,681,317
Fiscal Year Revenues	**2011-12**	**2012-13**	**2013-14**	**2014-15**	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**Totals**
Interest Earnings	45	34	91	144	164	203	277	267	1,226
Assessment @ $0.15	31,371	40,710	50,119	71,365	79,313	94,568	112,862	131,522	627,032
Total	**31,416**	**40,745**	**50,210**	**71,509**	**79,478**	**94,771**	**113,139**	**131,789**	**628,258**
Expenses									
93rd Street - Boulevard & Entrances									
Maintenance of Boulevard and Entrances	-	-	10,000	10,000	10,200	10,404	10,612	10,824	62,040
Park @ 91st & Quitman (8.84 Acres)									
Park maintenance of 8.84 acres	-	-	40,000	40,000	40,800	41,616	42,448	43,297	248,162
Electric Cost for Lights	-	-	3,084	3,000	3,060	3,121	3,184	3,247	18,696
Administrative Costs	3,321	4,565	5,100	7,011	6,378	6,570	6,767	6,970	46,681
Annual Operation Cost									
Public Hearing and Collection Cost	3,285	3,253	3,803	3,452	3,556	3,663	3,773	3,886	32,151
Reimburse developer for expenses	-	-	-	-	-	-	50,000	50,000	100,000
Total	**6,605**	**7,818**	**61,987**	**63,463**	**63,994**	**65,373**	**116,783**	**118,224**	**$ 507,730**
Cash Reserve	**36,531**	**69,458**	**57,681**	**65,727**	**81,210**	**110,608**	**106,964**	**120,529**	**120,529**

*Property Value growth rate = 2% annually

^ Year that the construction value goes on the tax roll

Assessment Information

2010-2018
Assessment per $100,000 **150.00**

Special City Council Meeting **2. 6.**

Meeting Date: 09/04/2014

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing two underground utility, pedestal and meter easements located on Lots 13 and 15, Castellina Addition, 4501 19th Street, Lubbock, Texas.

Item Summary

This ordinance abandons and closes two underground utility, pedestal and meter easements located on Lots 13, 15, Castellina Addition, which is south 19th Street and west of Raleigh Avenue. Public Works Engineering and all utility companies are in agreement with the easement closures.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Resolution & Easement - Castellina Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING TWO UNDERGROUND UTILITY, PEDESTAL AND METER EASEMENTS LOCATED ON LOTS 13 AND 15, CASTELLINA 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 easements as hereinafter described in the body of this Ordinance are no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and for public use. and it would be in the public interest to close, vacate and abandon the same; NOW THEREFORE:

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 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:

_____
Richard K. Casner
Natural Resources and Utility Attorney

A&C-Easements-Castellina Addn.ord
8.19.14

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

EXHIBIT "A"

Closure Description of Two Underground Utility, Pedestal and Meter Easements out of Lots 13 and 15, Castellina, an Addition to the City of Lubbock, Lubbock County, Texas as shown by the Plat thereof recorded under Lubbock County Clerk File Number 2006039390.

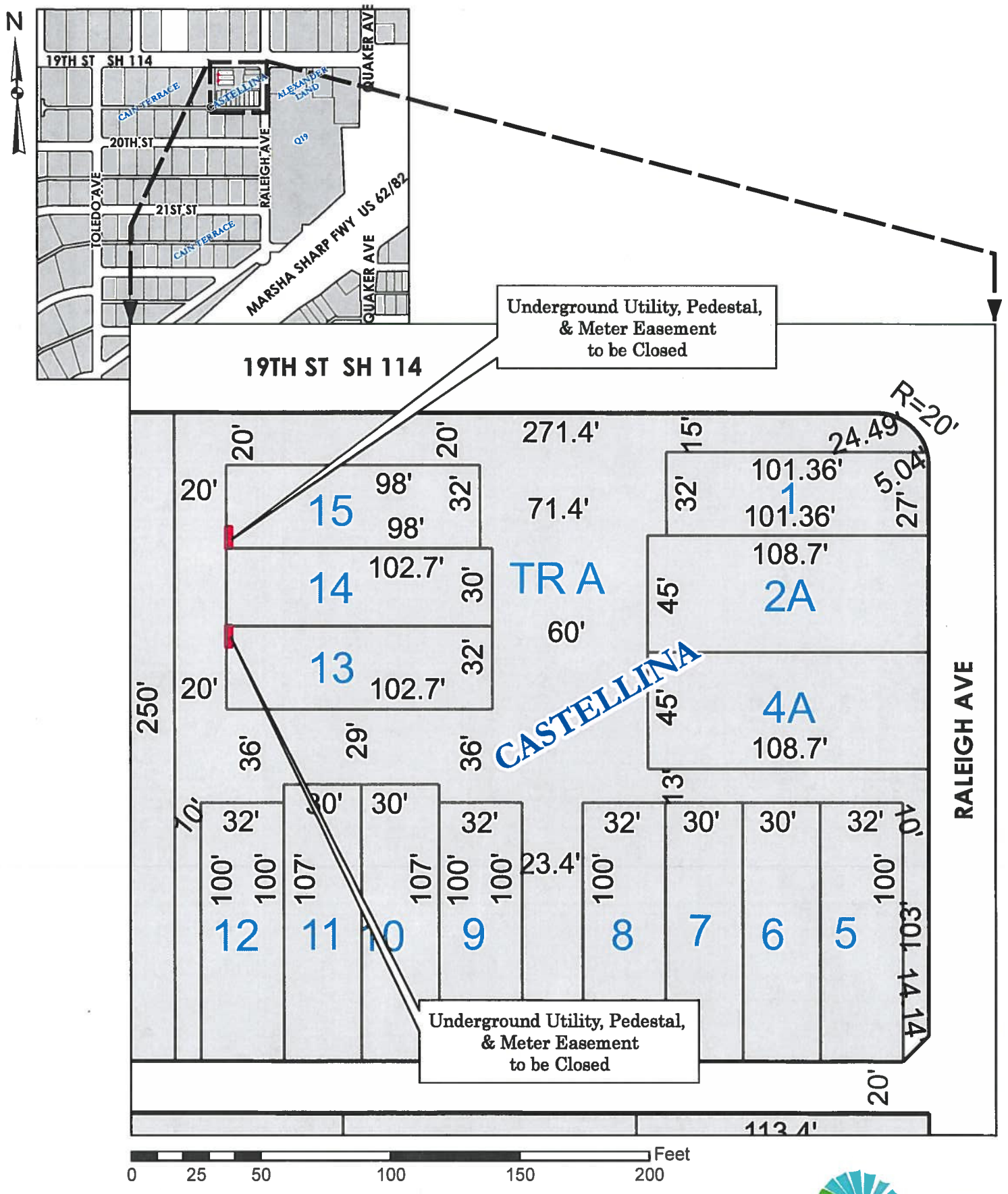
Tract 1: The West 2 feet of the North 8 Feet of Lot 13, Castellina, an Addition to the City of Lubbock, Lubbock County, Texas as shown by the Plat thereof recorded under Lubbock County Clerk File Number 2006039390.

Tract 2: The West 2 feet of the South 8 Feet of Lot 15, Castellina, an Addition to the City of Lubbock, Lubbock County, Texas as shown by the Plat thereof recorded under Lubbock County Clerk File Number 2006039390.

August 26, 2014
J. M. Cieszinski, RPLS # 4460

STATE OF TEXAS
REGISTERED
J.M. CIESZINSKI
4460
PROFESSIONAL
LAND SURVEYOR

Proposed Closing of 2 Underground Utility, Pedestal, and Meter Easements Located in Lots 13 & 15, Castellina 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.

Special City Council Meeting **2. 7.**

Meeting Date: 09/04/2014

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to approve a lease agreement between the City of Lubbock and Condorsaa Aviation, LLC for hangar space.

Item Summary

The lease between G & G Avionics and the City of Lubbock was transferred to Condorsaa Aviation, LLC on April 1, 2013. The agreement expires August 31, 2014, and they wish to continue operations at the airport. The lease renewal consists of ground and hangar rental. The renewal lease term is for five years beginning September 1, 2014 and terminating on August 31, 2019. The lease also offers one five-year option to extend.

The hangar rental is 6,026 square feet at the rate of $1.519 square foot per year. Annual rental for the hangar is $9,153.49, paid monthly at $762.79.
The ground rental is 14,076 square feet at the rate of $.1700 per square foot per year. Annual ground rental is $2,392.92, paid monthly at $199.41.
Both rates are subject to annual consumer price index adjustments.

Fiscal Impact

Rental from this lease is $962.20 per month, $11,546.41 per year.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution & Agreement - Condorsaa

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Lease Agreement by and between the City of Lubbock and CONDORSAA AVIATION, LLC for hangar space and other real property located at the Preston Smith International Airport, and related documents. Said Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Lease Agrmt-CONDORSAA AVIATION,LLC
8.20.14

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter referred to as the "Agreement" or "Lease," is entered into by the **CITY OF LUBBOCK** (referred to herein as "City"), a Home Rule Municipality of Lubbock County, Texas, and **CONDORSAA AVIATION, LLC** (referred to herein as "Lessee").

WITNESSETH

WHEREAS, City owns, controls and operates the Lubbock Preston Smith International Airport (referred to herein as "Airport"), which includes, among other lands, the Leased Premises, as described below, situated at 5902 N. Cedar Avenue, Lubbock, Lubbock County, Texas, and has the authority to grant certain rights and privileges with respect thereto, including those hereinafter set forth; and

WHEREAS, City deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the hangar and ground area described herein, together with certain privileges, rights, uses and interests therein, as hereinafter set forth; and

WHEREAS, City owns the aircraft hangar located on the Leased Premises, as defined below; and

WHEREAS, the Airport Board and City Council of the City of Lubbock finds that execution of this Lease will properly serve the public interest of the citizens of the City of Lubbock.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, City hereby grants to Lessee the rights and privileges hereinafter described; Lessee agrees to accept the duties, responsibilities and obligations as hereinafter set forth; and the parties hereto, for themselves, their successors and assigns, agree as follows:

ARTICLE ONE

DEMISE OF LEASED PREMISES

1.01 LEASED PREMISES

For and in consideration of the terms, conditions and covenants of this Lease to be performed by Lessee, all of which Lessee accepts, City does hereby lease unto Lessee certain property located on the Airport, more particularly described in Exhibit "A" which is attached to this Lease, and is incorporated into and made a part of this Lease for all purposes (collectively referred to as "Premises" or "Leased Premises").

Description of Leased Premises:

Hangar #32: 6,026 square feet

Land: 14,076 square feet

1.02 PURPOSE AND PRIVILEGES

The Lessee is entitled to use the Leased Premises for the following activities:

A. Lessee may use the Leased Premises for aircraft avionics, flight school, and testing center.

B. Lessee, at its own expense, shall be responsible for securing all permits, clearances, right-of-way and other matters necessary to conduct business in a lawful manner.

C. The Lessee may be entitled to use the Leased Premises for those activities set out in Section 1, Fixed Base Operator, I. Multiple Services of the Minimum Standards for Aeronautical Activities, 1991; as may be amended from time to time, with written approval of the Executive Director of Aviation.

1.03 USE OF AIRPORT

During the term of this Lease, Lessee and its tenants shall have free use of, in common with others at the Airport, all runways, taxiways, public ramps and public parking areas available at the Airport, and the right of ingress to and egress from the above described Premises, which right shall extend to Lessee's employees, guests, invitees, tenants and patrons.

If, during the term of this Agreement, the use of the Airport by Lessee is temporarily suspended, restricted or interfered with for a period of thirty (30) days or more for reasons beyond the practical control of the City, in such manner so as to substantially affect the use of the Leased Premises or operation of aircraft by Lessee or its tenants, all

fees during such period shall abate and the term of the Agreement shall, at the election of Lessee, be extended for an equivalent period of time.

1.04 PUBLIC BENEFIT

Lessee agrees to operate the Leased Premises for the use and benefit of the public and further agrees:

A. To use reasonable efforts to furnish good, prompt and efficient services adequate to meet all the demands for its services at the Airport;

B. To furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof; and

C. To charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the Lessee may make reasonable nondiscriminatory discounts, rebates or other similar types of price reductions for volume purchases.

ARTICLE TWO

TERM

2.01 TERM

The initial term of this Agreement shall be for a period of five (5) years and shall begin on September 1, 2014, and terminate on August 31, 2019.

Lessee shall have the option to extend this Agreement for one (1) additional five (5) year period. Such option must be in writing thirty (30) days prior to expiration date of original term.

2.02 HOLDING OVER

In the event Lessee remains in possession of the Leased Premises after the expiration of this Agreement or any extension thereof, without any written renewal or extension of the Agreement, such holding over shall not be deemed as a renewal or extension of this Lease, and may be terminated at any time by the City's Executive Director of Aviation.

ARTICLE THREE

RENTAL AND FEES

3.01 RENTALS

In consideration of the rights and privileges herein granted, Lessee shall pay to the City the following rentals and fees:

A. HANGAR RENTAL

Hangar rental for 6,026 square feet of Leased Premises at the rate of $1.519 per square foot per year. Annual rental will be NINE THOUSAND ONE HUNDRED FIFTY-THREE AND 49/100 DOLLARS ($9,153.49) which shall be due and payable, in (12) equal monthly installments of SEVEN HUNDRED SIXTY-TWO AND 79/100 DOLLARS ($762.79).

B. GROUND RENTAL

Land rental for 14,076 square feet of Leased Premises at the rate of $.1700 per square foot per year. Annual rental will be TWO THOUSAND THREE HUNDRED NINETY-TWO AND 92/100 DOLLARS ($2,392.92) which shall be due and payable, in (12) equal monthly installments of ONE HUNDRED NINETY-NINE AND 41/100 DOLLARS ($199.41).

C. CONSUMER PRICE INDEX

The parties hereto mutually agree that during the initial term of this Agreement, and during any renewal period, except as otherwise might be set out in this Agreement, the rental rates will be adjusted upward or downward for each ensuing calendar year beginning January 1, 2015, in direct proportion to the fluctuation in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for All Urban Consumers. Any adjustment to the rental rates resulting from changes in the CPI shall be determined by calculating the increase or decrease in the CPI for the preceding twelve (12) months.

D. FUEL FLOWAGE

If Lessee requests and receives authorization to operate as a Fixed Base Operator selling fuel subject to the requirements of Minimum Standards, a fuel flowage fee of four cents ($.04) per gallon for each gallon of aviation fuel delivered to Lessee or its agents for Lessee's own consumption or re-sale at Lubbock Preston Smith

International Airport, excluding that sold or delivered by Lessee to a regularly certified airline under contract with City as a part of the pecuniary consideration herefor and except flowage fees paid by the supplier on behalf of Lessee. The fuel flowage fee is subject to change with advance written notice to Lessee. The aforesaid flowage fees, if not paid by the supplier, shall be due on the twentieth (20^{th}) day of each month succeeding that in which the aircraft fuels and lubricants are received by Lessee. It is understood and agreed that the total gallons of fuel delivered to or purchased by Lessee, other than gasoline delivered to regularly scheduled airlines operating under a contract or lease with City, may be reduced by an amount not to exceed two percent (2%) in computing charges as a maximum loss allowance from any and all causes.

E. SECURITY BADGES

In addition to the above rental and fees, Lessee shall pay the City a processing fee for security badges for each of Lessee's employees on the Leased Premises. City's Executive Director of Aviation shall determine the time of payment and the amount of the processing fee, each of which shall be reasonable and uniform for all similarly situated tenants at the Airport.

3.02 PAYMENTS

All payments are due and payable on or before the 20^{th} day of each month ("Due Date") this Agreement is in effect and shall be made to the City at the Office of the Executive Director of Aviation, Lubbock Preston Smith International Airport, 5401 N. MLK Blvd., Unit 389, Lubbock, Texas 79403. Lessee shall pay City a late charge of five percent (5%) of the total amount of rentals payable if payment of such rentals is not made when due.

3.03 DEFAULT FOR FAILURE TO PAY RENTALS OR FEES

If Lessee fails to pay any rent due and owing to City hereunder within fifteen (15) days after the Due Date, the City shall provide written notice to the Lessee. Thereafter, if the rent remains unpaid for more than fifteen (15) days after such notice is received, City may exercise its rights under Article Seven of this Agreement.

ARTICLE FOUR

RIGHTS RESERVED TO CITY

4.01 SAFETY

City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from constructing or permitting construction of any building or other structure on or off the Leased Premises which, in the opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

4.02 MAINTENANCE OF PUBLIC AREA

City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport. Lessee will perform no maintenance activities outside the Leased Premises without the consent of the Executive Director of Aviation.

4.03 STANDARDS

City reserves the right to establish reasonable standards for the construction and maintenance of and alterations, repairs, additions or improvements of Lessee's facilities. This includes structural design, color, materials used, landscaping and maintenance of Lessee's facilities and Leased Premises.

4.04 TIME OF EMERGENCY

During time of war or national emergency, the City shall have the right to lease the landing area and any other portion of the Airport to the United States for governmental use and, if any such lease is executed, the provisions of this instrument and any associated rentals and fees, insofar as they are inconsistent with the provisions of the lease to the United States, shall be suspended.

4.05 DEVELOPMENT OF AIRPORT

Lessee agrees that City has the right to further develop or improve the Airport as City sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance therefrom.

4.06 SPONSOR'S ASSURANCE SUBORDINATION

This Lease shall be subordinate to the provisions of any existing or future agreement between the City and the United States concerning the operation or maintenance of the

Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under this Lease or otherwise diminish the commercial value of this Lease, the City shall not be held liable therefore.

The City covenants and agrees that it will during the term of this Agreement operate and maintain the Airport as a public facility consistent with and pursuant to the assurances given by the City to the United States Government under federal law.

ARTICLE FIVE

RIGHTS RESERVED TO LESSEE

5.01 WAGES

To the extent that it is applicable, Lessee shall comply with Ch. 2258, Tex. Govt. Code.

5.02 LESSEE'S DUTY TO REPAIR

Except as provided herein, any property of City, or for which City may be responsible, which is damaged or destroyed incident to the exercise of the rights or privileges herein granted, or which damage or destruction is occasioned by the negligence of Lessee, its employees, agents, servants, patrons or invitees, shall be promptly and properly repaired or replaced by Lessee to the reasonable satisfaction of the City's Executive Director of Aviation, or in lieu of such repair or replacement, Lessee shall, if so required by the Executive Director, pay City money in any amount reasonable to compensate the City for the loss sustained or expense incurred by City as a result of the loss of, damage to, or destruction of such property.

5.03 PARKING

Lessee shall at its sole cost and expense provide adequate and suitable parking areas for use by its customers, employees, patrons, guests and invitees.

5.04 WARRANTY OF NO SOLICITATION

Lessee warrants that it has not employed any person employed by City to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee.

ARTICLE SIX

GENERAL CONDITIONS

6.01 RULES AND REGULATIONS

City reserves the right to issue through its Executive Director of Aviation such reasonable rules, regulations and procedures for activities and operations conducted on the Airport, including without limitation, the Leased Premises, as deemed necessary to protect and preserve the safety, security and welfare of the Airport and all persons, property and facilities located thereon. The Lessee's officers, agents, employees, servants, business invitees, invitees, and licensees will obey all rules and regulations which may be promulgated from time to time by the City or its authorized agents at the Airport, or by other lawful authority, to ensure the safe and orderly conduct of operations and traffic on the Airport. All of such rules and regulations shall have the same effect and import as if expressly included within the terms of this Lease.

6.02 OPERATION OF AIRCRAFT, COMPLIANCE WITH RULES AND REGULATIONS

Lessee agrees to operate and conduct its business, including but not limited to the operation of aircraft and the occupancy of said Leased Premises, at all times in compliance with applicable federal, state and local rules and regulations. Lessee further agrees that in the event that a civil penalty or fine is levied against the Airport as a result of Lessee's failure to comply or act in accordance with regulations, statutes and/or ordinances, Lessee shall within fifteen (15) days reimburse the Airport the full amount of the penalty or fine and immediately correct the failure, act or omission leading to, causing or contributing to the violation. Failure of the Lessee to comply with any requirement of this paragraph shall be cause for immediate termination of this Agreement by City's Executive Director of Aviation. Provided, however, that the duty of the Lessee to reimburse City, is subject to City providing written notice of any potential fine or penalty. Lessee shall be provided notice to participate in the proceeding and defend itself, with counsel of its choice, at its own cost.

6.03 IMPROVEMENTS OR ALTERATIONS

Lessee shall not make, permit or suffer any additions, improvements or alterations to the Leased Premises which constitute any major structural change or changes without first

submitting plans and specifications for such additions, improvements or alterations to the City's Executive Director of Aviation and securing prior written consent. Any such additions, improvements or alterations made with the consent of the Executive Director of Aviation shall be made at the sole expense of the Lessee and, unless such consent provides specifically that title to the addition or improvements so made shall vest in the Lessee, title thereto shall at all times remain in City. Such additions or improvements shall be subject to all terms and conditions of this Agreement. The Lessee agrees to hold City harmless from Mechanic's and Materialman's liens arising from any construction additions, improvements, repairs or alterations effected by the Lessee. Subject to Section 7.06, below, any property installed or added by Lessee which becomes permanently attached to the Leased Premises shall become the property of City upon termination of this Agreement, provided however, that any trade fixtures installed by Lessee may be removed by Lessee at its expense.

6.04 ADVERTISING

The Lessee will erect no outdoor advertising or identification signs and will distribute no advertising in the Airport or on Airport property without the prior written consent of the City's Executive Director of Aviation. However, such prior written consent shall not be required for advertising placed by Lessee with any other party having the right to sell, rent or offer Airport terminal advertising space.

6.05 SECURITY PLAN

Upon request of the Executive Director of Aviation, Lessee shall submit a Security Plan acceptable to the Executive Director of Aviation, the Airport Operations Supervisor and the Federal Aviation Administration. Failure to submit an acceptable Security Plan shall be grounds for immediate termination of this Agreement.

6.06 LIENS PROHIBITED

The Lessee shall not bind or attempt to bind the City for payment of any money in connection with the construction, repairing, alterations, additions or reconstruction work on the Leased Premises, and Lessee shall not permit any mechanic's, materialman's or contractor's liens to arise against the Leased Premises or improvements thereon, or any equipment, machinery and fixtures thereon belonging to the City, and Lessee expressly agrees that it will keep and save the Leased Premises and the City harmless from all costs

and damages resulting from any liens of any character created or that may be asserted through any act or thing done by the Lessee.

In the event that, as a result of Lessee's actions, any mechanic's lien or other lien or order for payment shall be filed against the Leased Premises or improvements thereon, or against City-owned property located thereon, Lessee shall defend on behalf of the City, at Lessee's sole cost and expense, any action, suit or proceeding which may be brought thereon or for the enforcement of such lien or order. Notwithstanding anything herein to the contrary, failure of the Lessee to comply with any requirement of this section after having received fifteen days written notice thereof shall be cause for termination of this Agreement by the City.

6.07 INSPECTION OF LEASED PREMISES

Lessee agrees that the Leased Premises shall be kept reasonably clean and free of all debris and other waste matter. City reserves the right to conduct inspections of the Leased Premises at reasonable times to ensure that fire, safety and sanitation regulations and other provisions contained in this Lease are being adhered to by the Lessee. Lessee shall comply with all environmentally related laws, rules and regulations, including, but not limited to, those related to the storage or accumulation of waste or hazardous waste, disposal or release of solid or hazardous waste, and storm water and activities related thereto.

6.08 INSPECTION OF BOOKS & RECORDS

The Lessee, following accepted accounting practices and procedures, will maintain true and accurate books, records and receipts which will show fuel flowage, if applicable. Such books and records may be inspected at any time by City or its duly authorized representatives at Lubbock, Texas, upon reasonable notice to Lessee. In the event Lessee requests such inspection to be performed outside the Lubbock area, such request may be honored at City's discretion; however, any and all expenses incurred by so doing shall be reimbursed by the Lessee.

6.09 MAINTENANCE

The Lessee shall, at its own cost and expense, maintain the Leased Premises in a presentable condition, reasonable wear and tear excepted, reasonably free of trash, debris and weeds, and consistent with good business practices. Lessee shall repair all damages

to Leased Premises caused by its employees, patrons, weather, or business operations thereon; shall perform all maintenance and repair to the interior, including all HVAC and venting systems; and shall repaint the hangar as necessary to maintain a clean and attractive appearance. Lessee shall also maintain any drainage structures or other improvements installed for the benefit of Lessee, septic systems, ceilings, floor coverings, locks, doors, overhead doors, specialized ramp doors, window glass, parking lots and/or surfaces used for employee and/or customer parking.

City shall assume no responsibility for the condition of the Leased Premises and shall not assume any responsibility for maintenance, upkeep or repair necessary to keep the Premises in a safe and serviceable condition, other than is set out herein.

The City shall at its own cost and expense, maintain the roof, foundation and load bearing walls. The City shall not be responsible for the cost of repairs or replacements to the extent that insurance coverage will provide the means of payment. Lessee shall not, in any case, be required to pay for the cost of mitigation, abatement or removal of asbestos not installed by Lessee.

6.10 UTILITIES

The Lessee shall assume and pay for all costs or charges for metered utility services provided to Lessee at the Leased Premises during the term hereof. Lessee shall have the right, with written approval of City, to connect to any existing storm and sanitary sewers, if any, and water and utility outlets, the cost of usage, extension, installation and meters, where required, to be borne by the Lessee.

6.11 TRASH, GARBAGE, REFUSE, ETC.

Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse produced as a result of Lessee's business operations on the Leased Premises.

6.12 PAYMENT OF TAXES, FEES, AND ASSESSMENTS

The Lessee agrees to pay promptly when due all federal, state and local government taxes, license fees and occupation taxes levied on either the Leased Premises or on the business conducted on the Leased Premises or on any of Lessee's property used in connection therewith. Taxation may be subject to legal protest in accordance with the provisions of the taxing authority whose levy is questioned. Any protest shall be at the

sole expense of Lessee. Delinquency in payment of such obligations after any protest has been settled shall, at the option of the City, be cause for immediate termination of this Lease.

6.13 INDEMNIFICATION AND INSURANCE

The Lessee shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts and omissions, and the City shall in no way be responsible therefore. Lessee shall indemnify and hold harmless, to the fullest extent permitted by law, City, and City's respected officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities of Lessee contemplated hereunder. Lessee further covenants and agrees to defend any suits or administrative proceedings brought against the City and/or City's respective officers, employees, elected officials and/or agents on account of any claim for which it is obligated to indemnify City, and to pay or discharge the full amount or obligation of any such claim incurred by, accruing to, or imposed on City, or City's respective officers, employees, elected officials and/or agents, as applicable, resulting from the settlement or resolution of said suits, claims, and or administrative proceedings. In addition, Lessee shall pay to City, City's respective officers, employees, elected officials and/or agents, as applicable, all attorney fees incurred by such parties in enforcing Lessee's indemnity in this section.

Indemnification – Environmental Harm. Without limiting any provisions of this Agreement, Lessee shall also defend, indemnify and hold City and its respective officers, employees, elected officials and agents harmless from and against all suits, actions, claims, demands penalties, fines liabilities, settlements, damages, costs and expenses (including but not limited to reasonable attorney's and consultant's fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, brought against City arising out of or in any way related to:

1. Any actual, threatened or alleged contamination by hazardous substances of the Premises or contamination by hazardous substances of the Airport by Lessee or its agents;

2. The presence, disposal, release or threatened release of hazardous substances by Lessee or its agents at the Airport that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons, animals or otherwise;

3. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to hazardous substances by Lessee at the Airport; or

4. Any violation by Lessee of any Environmental Laws that affects the Airport.

INSURANCE - The Lessee shall carry and maintain insurance at all times that this Lease is in effect, at Lessee's sole expense and with an underwriter authorized to do business in the State of Texas and reasonably acceptable to the City, against claims of general liability, workers' compensation and/or other claims resulting from Lessee's business activities at the Airport or on the Leased Premises, as set forth below.

General Liability Insurance – Lessee will carry and maintain General Liability Insurance for the protection of City, naming City as an additional insured and insuring against all claims, losses, costs and expenses arising out of injuries to persons whether or not employed by the Lessee, damage to property whether resulting from acts or omissions, negligence or otherwise of the Lessee or any of its agents, employees patrons or other persons, and growing out of the use of the Leased Premises by Lessee, such policies to provide not less than **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00)** for Combined Single Limit General Liability Insurance; the insurance coverage shall also include Hangar Keepers Liability Coverage if Lessee stores aircraft that is not owned by Lessee.

Workers' Compensation – If Lessee employs persons other than family members, Lessee shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code, as same may be amended. Further, Lessee shall maintain said coverage throughout the term of this Lease and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Lessee maintains said coverage. Any termination of workers' compensation insurance coverage by Lessee or any cancellation or nonrenewal of workers' compensation insurance coverage for the Lessee shall be a material breach of this Lease.

Employer Liability – Lessee shall carry and maintain Employer Liability coverage for the protection of the City, naming City as an additional insured, in an amount no less than **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00)**.

Hazard and Extended Coverage – Lessee shall procure from a company authorized to do business in the State of Texas and keep in force Hazard and Extended coverage insurance on the Leased Premises to 80% of the full insurable value and shall furnish City with evidence that such coverage has been procured and is being maintained. City shall be named as additional insured on the policy.

To the extent permitted by law, the above-mentioned policies shall all include a waiver of subrogation. Certificates of insurance and the endorsements or other satisfactory evidence of insurance shall be provided to the City's Executive Director of Aviation prior to City Council approval of Lease. The policies shall require the insurer to notify the Executive Director of Aviation of any alteration, renewal or cancellation, and remain in full force and effect until at least ten (10) days after such notice of alteration, renewal or cancellation is received by the Executive Director of Aviation.

City's sole remedy, in the event that Lessee shall be unable to obtain the insurance coverage requirements required by Section 6.13 with a standard insurance policy authorized to be issued by an insurance company licensed to write insurance in the State of Texas, shall be cause for termination of this Lease Agreement.

Upon City's request, Lessee will provide copies of the insurance policies without expense to the City. City may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Lessee shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

6.14 NON-DISCRIMINATION PRACTICES

Lessee, its agents and employees will not discriminate against any person or class of persons by reason of age, sex, race, handicap, religion or national origin in providing any services or in the use of any of its facilities provided for the public. Lessee further agrees to comply with such enforcement procedures as the United States Government might

demand that the City take in order to comply with the Federal Aviation Administration's Sponsor's Assurances.

Lessee agrees not to illegally discriminate against any employee or applicant for employment because of age, sex, race, handicap, religion or national origin.

6.15 BUSINESS SOLICITATIONS

All of Lessee's business operations and solicitations will be confined to the Leased Premises and to such other premises at the Airport that are leased to the Lessee.

6.16 PROHIBITION OF SUBLEASES AND ASSIGNMENTS

The Lessee will not directly or indirectly assign, sublet, sell, hypothecate or otherwise transfer any, or all, of this Lease or any portion of the Leased Premises without the prior written consent of City's Director of Aviation.

6.17 RIGHTS OF OTHERS

It is clearly understood by the Lessee that no right or privilege has been granted herein which would operate to prevent any person, firm or corporation operating an aircraft at the Airport from performing any services on its own aircraft with its own regular employees (including, but not limited to, maintenance and repair) that such person, firm or corporation may choose to perform. The rights of said person, firm or corporation are subject to the rights of Lessee as set forth in 1.02.

6.18 ACCESS

Lessee agrees to control all access to the aircraft operations area (AOA) through the Leased Premises and through gates assigned to or controlled by Lessee so as to prevent unauthorized entry to the airfield by persons, animals or vehicles. In the event that unauthorized access to the AOA is gained through the Leased Premises or any area which Lessee controls or is obligated to control, any fines or penalties assessed by the Federal Aviation Administration shall be the responsibility of the Lessee and Lessee hereby agrees to pay all such fines or penalties without delay and make any and all requested changes in operations or facilities necessary to maintain Airport security and prevent reoccurrence of any unauthorized entry. Failure to comply with this paragraph shall be cause for immediate termination of this Agreement by City.

6.19 VEHICULAR MOVEMENT

Except as specifically authorized by the City's Director of Aviation, Lessee will not permit the driving of vehicles by employees, customers, guests or invitees on the apron, taxiways or runways at the Airport.

6.20 EXCLUSIVITY

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to conduct any aeronautical activities, including, but not limited to, charter flights, pilot training, aircraft rental, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as a aeronautical activity.

ARTICLE SEVEN

TERMINATION AND CANCELLATION

7.01 TERMINATION

This Lease shall terminate at the end of the term or any extension thereof, as applicable. Lessee shall have no further right or interest in any of the Leased Premises or improvements hereby demised, except as provided herein.

7.02 TERMINATION BY LESSEE

This Lease shall be subject to cancellation by Lessee upon the occurrence of any one or more of the following events:

1. The permanent abandonment of the Airport by the City as an air terminal.
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating thereon.
3. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use and operation of the Airport for a period of at least ninety (90) days.

4. The default of the City in the performance of any covenant or agreement herein required to be performed by the City and the failure of the City to remedy such default for period of thirty (30) days after receipt from Lessee of written notice to remedy the same.

5. Failure of City to maintain the landing area of the Airport, or if the Lessee is otherwise suspended, restricted, or interfered with for reasons beyond the reasonable control of City, in either case, for a period of at lease sixty (60) days, which results in Lessee's inability to conduct business operations (and Lessee's rent and other charges shall abate during such sixty (60) day period).

Lessee may exercise such right of termination, except as other notice periods are specifically provided herein, by giving written notice to the City to correct or cure such Default. If within thirty (30) days from the date of receipt of such notice, the Default complained of shall not have been corrected or cured, then in such event, Lessee shall have the right at once and without further notice to terminate this Lease. Rental due hereunder shall be payable only to the effective date of said termination.

It is agreed that failure to declare this Lease terminated upon the default of City for any of the reasons set forth above shall not be construed as a waiver of any of the Lessee's rights hereunder or otherwise bar or preclude Lessee from declaring this Agreement cancelled as a result of any subsequent violation of any of the terms or conditions of this Agreement. Notwithstanding the termination remedy set forth herein, the Lessee may exercise any other right or remedy available to it by law, equity, contract or otherwise. All of such remedies are expressly cumulative and the exercise of one or more remedies shall not preclude the simultaneous or subsequent exercise of different or additional remedies.

7.03 TERMINATION BY CITY

This Lease shall be subject to cancellation by City after the happening of one or more of the following events:

1. The taking by a court of competent jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act.
2. The appointment of a receiver for Lessee's assets.
3. The divestiture of Lessee's assets by other operation of law.

4. The abandonment by Lessee of the Leased Premises for a period of thirty (30) days.
5. The failure by Lessee to pay any rentals or other charges hereunder after notice as specified above.
6. The default by Lessee in the performance of any covenant or agreement herein required to be performed by Lessee.
7. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict Lessee for a period of at least ninety (90) days from operating thereon. (The matters or events set forth herein are collectively referred to as a "Default" or "Event of Default".)

City may exercise such right of termination, except as other notice periods are specifically provided herein, by giving written notice to the Lessee to correct or cure such Default. If within thirty (30) days from the date of receipt of such notice, the Default complained of shall not have been corrected in a manner satisfactory to the City, then in such event, City shall have the right, at once and without further notice to Lessee, to declare this Agreement terminated.

Once Agreement is terminated, City's agents may enter upon the Leased Premises and take immediate possession of the same and remove Lessee's effects. Any rental due hereunder shall be payable to said date of termination.

It is agreed that failure to declare this Lease terminated upon the default of Lessee for any of the reasons set forth above shall not be construed as a waiver of any of the City's rights hereunder or otherwise bar or preclude City from declaring this Agreement cancelled as a result of any subsequent violation of any of the terms or conditions of this Agreement. Notwithstanding the termination remedy set forth herein, the City may exercise any other right or remedy available to it by law, equity, contract or otherwise. All of such remedies are expressly cumulative and the exercise of one or more remedies shall not preclude the simultaneous or subsequent exercise of different or additional remedies.

7.04 REPLACEMENT AFTER DAMAGE

It is agreed between the parties hereto that in the event the Leased Premises are damaged by fire or other accidental cause during the initial term of this Agreement so as to become totally or partially untenantable, the City shall have the option to restore the Leased Premises to their former condition. If the City elects to exercise the option, the City shall give Lessee notice in writing of its election within thirty (30) days of the occurrence of such damage. If the City elects to restore the Leased Premises, the City shall proceed with due diligence and there shall be an abatement of the rent until repairs have been made for the time and to the extent for which the premises, or part thereof, have been untenantable. Should the City not exercise the option to restore the premises, or should the City fail to complete the process of restoring the Premises to their former condition within one hundred twenty (120) days of the occurrence of such damage, the lease of such untenable portion of the Premises (or, this Lease in its entirety if the exclusion of such untenantable portion renders the Premises unusable by lessee for their intended purpose) shall cease and terminate effective on the date of damage by fire or other accidental cause.

7.05 CONFLICT OF INTEREST

The Lessee acknowledges that it has been informed that Texas law prohibits contracts between the City of Lubbock and its "officers" and "employees," and that the prohibition extends to officers and employees of the City of Lubbock agencies, such as City-owned utilities, and certain City of Lubbock boards and commissions, and to contract with any partnership, corporation or other organization in which the officers or employees have a substantial interest. Lessee certifies (and this Agreement is made in reliance thereon) that neither the Lessee nor any person having an interest in this Agreement is an officer or employee of the City of Lubbock or any of its agencies, boards or commissions.

7.06 REMOVAL OF LESSEE'S PROPERTY

The Lessee shall have the right, within thirty (30) days after the termination of this Lease, whether such termination comes upon expiration of the initial term, any extension or otherwise under any provision of this Lease, to remove from the Leased Premises all of Lessee's furniture, equipment, furnishings, trade fixtures, and other personal property which has not become the Property of the City, but except as otherwise provided in this

Lease, Lessee shall restore the Leased Premises to the original condition, normal wear and tear and damage by casualty or condemnation excepted. Property left on the premises after thirty (30) days from the date of termination of this Lease shall be deemed abandoned and will become the Property of the City, and may be disposed of as the City sees fit, without any liability to the Lessee to account for the proceeds of any sale; and the City, at its option, may require Lessee to remove the abandoned property and may charge rent from the date of the expiration or termination of this Lease through the day of final removal of the property, or of notification to the Lessee of the abandonment of the property and taking by the City, as the case may be.

7.07 TERMINATION OF LEASE AND SURRENDER OF LEASED PREMISES

The Lessee covenants and agrees that, except as otherwise set forth in this lease, at the expiration of this Lease, or upon earlier termination as provided elsewhere in this Agreement, Lessee will quit and surrender the Leased Premises and the improvements not owned by it in good condition, reasonable wear and tear and damage by casualty or condemnation excepted, and the City shall have the right to take possession of the Leased Premises and such improvements, subject to the limitations expressed in Article Seven, of this Lease, with or without process of law.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 NOTICES

Notices to the City required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to the Director of Aviation, Lubbock Preston Smith International Airport, 5401 N. MLK Blvd., Unit 389, Lubbock, Texas 79403. Notices to the Lessee shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, addressed to Condorsaa Aviation, LLC, 6002 N. Cedar Avenue, Lubbock, TX 79403.

8.02 ENTIRE AGREEMENT

This Lease constitutes the entire Agreement between the City and Lessee, and any other written or parole agreement for the leased premises with the City is expressly waived by Lessee.

8.03 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.

EXECUTED this _____ day of _____, 2014.

CITY:

CITY OF LUBBOCK

_____

GLEN C. ROBERTSON, MAYOR

LESSEE:

CONDORSAA AVIATION, LLC

Print: Enrique Saa
Title: Owner
Date: 8/19/14

ATTEST:

_____

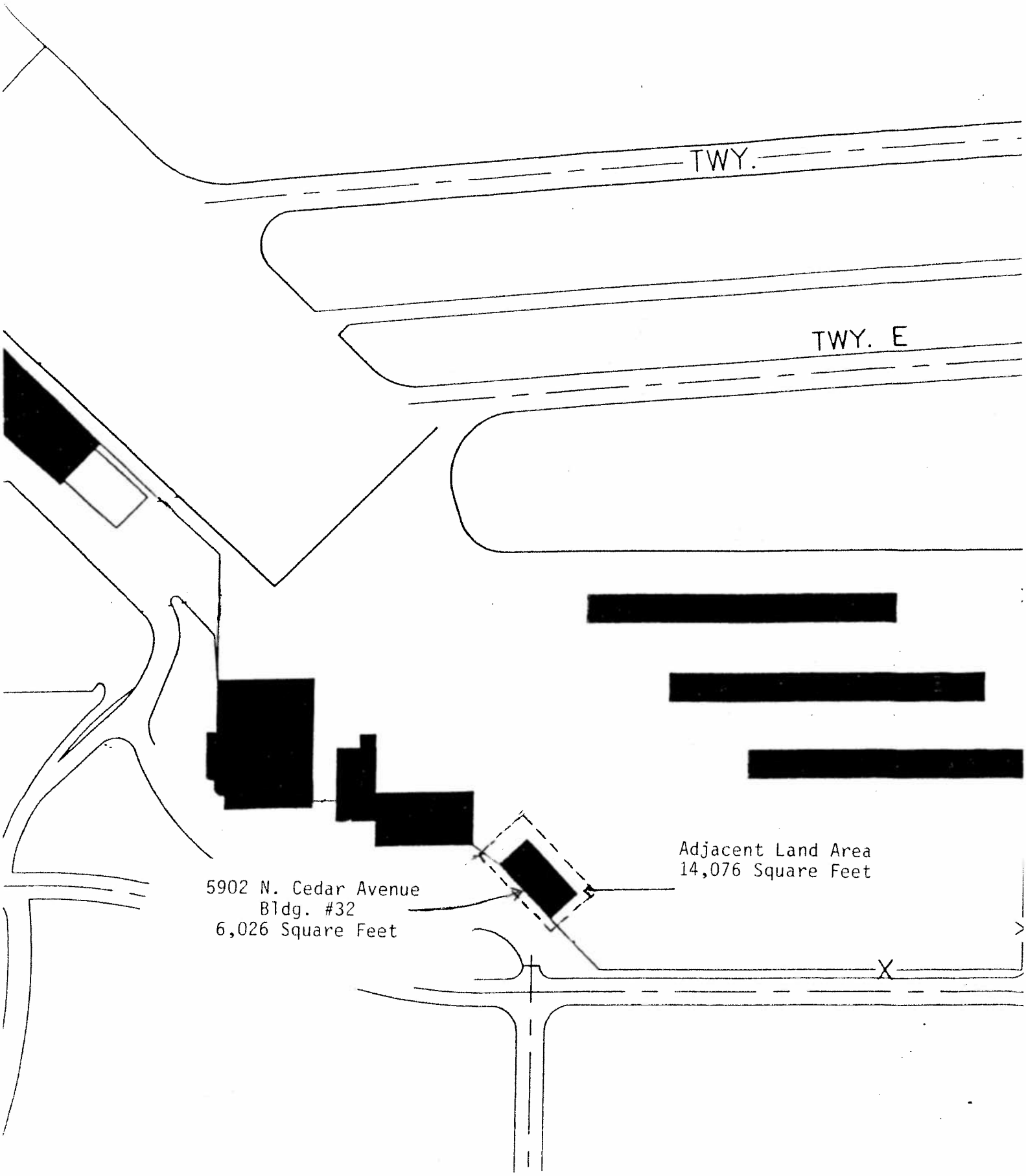
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

Mitch Satterwhite, First Assistant City Attorney



CONDORSAA AVIATION LLC

Exhibit A

Special City Council Meeting **2. 8.**

Meeting Date: 09/04/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an amendment to a Community Development Funding Contract and all related documents with Lutheran Social Services of the South (LSSS), to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).

Item Summary

The City received an amendment to Contract 58130001950 from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) in the amount of $60,651. The City will pass the funds to LSSS, a subrecipient to operate the utility assistance program to provide utility assistance to qualified low-income persons and families.

To date, the City Council has accepted and appropriated a total of $1,313,499 for the CEAP Grant. Of this amount, the City Council has approved a CEAP/CSBG funding Contract to LSSS in the amount of $1,231,106. This contract amendment allocates the amount of $60,651 to LSSS for a total contact amount of $1,291,757.

The period of performance is January 1, 2014, through December 31, 2014. The Community Development and Services Board approved funding for this project at their regularly scheduled meeting on September 10, 2014.

Fiscal Impact

The maximum amount to be allocated from the CEAP for this program is $1,291,757.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Amendment - LSSS

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Amendment to a Contract, by and between the City of Lubbock and Lutheran Social Services of the South for the Comprehensive Energy Assistance Program (CEAP), and all 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 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-Transactional

gs/ccdocs-CEAP res-Amend -Lutheran Social Srvs of the South.14
8.26.14

STATE OF TEXAS

CONTRACTOR OF LUBBOCK

AMENDMENT TO COMPREHENSIVE ENERGY ASSISTANCE PROGRAM AND COMMUNITY SERVICES BLOCK GRANT AGREEMENT BETWEEN THE CITY OF LUBBOCK AND LUTHERAN SOCIAL SERVICIES OF THE SOUTH

This amendment to Agreement is entered into this 11th day of September, 2014 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and Lutheran Social Services of the South, a non-profit organization (hereinafter called "Contractor").

WHEREAS, the Contractor and the City have previously entered into an Agreement dated February 27th, 2014 (hereinafter called "the Agreement"); and

WHEREAS, the City and the Contractor hereby desire to amend said agreement.

NOW THEREFORE, the City and the Contractor hereby agree to amend the Agreement as follows:

1) Paragraph II. B. 1.

City agrees to provide Contractor assistance from the Comprehensive Energy Assistance Program (CEAP) funds in an additional amount not to exceed $60,651 in CEAP funds for utility assistance and operations in addition to $1,231,106 in CEAP/CSBG funds previously granted in the agreement in return for Contractor performing the activities set forth in this Contract as consideration for said funds.

2) This amendment to the Agreement shall be effective upon execution. The Remainder of the Agreement shall remain in full force and affect except as changed herein.

Executed the _____of _____, 2014 as first written as affected as provided herein.

CITY OF LUBBOCK:

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

LUTHERAN SOCIAL SERVICES OF THE SOUTH

_____
Kurt Senske
AUTHORIZED REPRESENTATIVE

FED.I.D# 74-1109745

Special City Council Meeting **2. 9.**

Meeting Date: 09/04/2014

Information

Agenda Item

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

Item Summary

The City purchases property insurance for its structures, contents, and equipment. The coverages include, but are not limited to:

• Special Form Property Policy, formerly known as All Risk, covers direct physical loss up to $400 million. The estimated total value of all City structures, contents, and equipment is in excess of $992 million. A total loss is unlikely. Therefore, $400 million in coverage is recommended.

• Flood and earthquake coverage is limited to $25 million for moderate hazard zones and $10 million for high hazard zones.

• All property and contents, excluding mobile equipment and vehicles, are covered at replacement cost.

• Mobile equipment and vehicles parked at a covered location are covered at actual cash value.

• Boiler and machinery insurance provides coverage for the mechanical failure and damage of generating equipment, boilers, heating, ventilating, air conditioning equipment, pumps and other mechanical equipment, excluding wear and tear.

The City currently purchases two separate policies from two separate carriers for these coverages. Property insurance is currently carried by Texas Municipal League Intergovernmental Risk Pool (TMLIRP) with a premium of $469,581 and boiler and machinery coverage with Hartford Steam Boiler with a premium of $462,581; for a combined premium of $932,162.

The City's Broker of Record received quotes from two carriers, resulting in two favorable options.

Option 1 – Continue coverage through a property policy with TMLIRP for $400,000,000 maximum liability at a premium of $502,139 and continue separate coverage for boiler and machinery with Hartford Steam Boiler and Inspection Insurance Company for a premium of $470,970. Total cost to the City for the two policies would be $973,109.

Option 2 – Purchase one policy for both property and boiler and machinery coverage with American Home Insurance Company for $500,000,000 maximum liability with enhanced sublimits for a premium of $954,923. This option of bundling the property and boiler and machinery coverages will afford the City greater coverage and includes the same access to loss prevention services that include state inspections for all City owned boilers, infrared thermographic testing, oil analysis, and Doble testing on electric generating and distribution equipment at a

savings of $18,186.

Staff recommends Option 2, the renewal of insurance provided by American Home Insurance Company for $500 million of coverage and a premium of $954,923 which is a 2.4% increase from FY 2013-14.

Carriers bind insurance coverage October 1, 2014, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content; therefore we are unable to alter the policy to include the City of Lubbock's arbitration clause. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2014-15 Risk Management Fund.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution - American Home

Commercial Property - Option 1

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, property insurance coverage from American Home Insurance Company, for a premium amount not to exceed a rate of .0934 per $100.00; and

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

Passed by the City Council this _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Leisa Hutcheson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

RES.Risk Mgmt-American Home Ins.
August 27, 2014

Commercial property – Option I

Named insured:	City of Lubbock
Insurance carrier:	Texas Municipal League – TML
Policy number:	TBD
Policy term:	October 1, 2014 to October 1, 2015
Premium:	$ 524,219 with $26,975,544 BI / $513,735 if the City pays annual to TML by 11/1/14 $512,387 with $5M BI / $502,139 if the City pays annual to TML by 11/1/14
Coverage:	Property insurance covers your interest against direct physical loss or damage by covered perils to named property that you own or are required to insure. **See attached schedule for locations to be covered.**
Policy form:	Special Form
Perils covered:	Perils here. Risk of direct physical loss, subject to named policy terms, conditions and exclusions. Excludes Equipment Breakdown / Quoted separately through HSB.

Total insured value:

$	932,153,252	Real property—building, business personal property, business interruption

Policy Limit:

$	400,000,000	Maximum liability in any one **occurrence** as a result of all covered loss or damage regardless of the number of **covered locations**, coverages, or Covered Causes of Loss under this Policy
$	25,000,000	Flood & Earthquake
$	28,147,817	Mobile Equipment
$	99,324,714	Automobile Catastrophe Coverage
$	1,000,000	LP&L Poles and Transformers
$	5,000,000	Valuable Papers, Records, & EDP Media
$	5,000,000	Accounts Receivable
$	26,975,544	Loss of Revenue, Extra Expense, & Rental Value
$	5,000,000	Leasehold Interest
$	1,000,000	Newly Acquired Property
$	25,000,000	Terrorism

Deductibles:

$250,000, except;
$50,000 - 7 Designated Locations (leased):

- LIA Hangar Bldg. #310 (Chaparral), 5417 N Walnut
- LIA Warehouse Bldg. #722 (Thiel), 5500 N Zenith
- LIA Hangar #32 (G&G Avionics), 5902 N Cedar
- LIA Warehouse Bldg. #710 (Nortec), 2828 E Dubuque
- LIA Warehouse Bldg. #714, (Marco), 5612 N David Ave
- LIA Warehouse Bldg. #716 (Marco Steel), 5618 N David Ave
- LIA Warehouse Bldg. #721 (Thiel), 5501 N Zenith

Valuation:

Real Property Replacement cost basis at site of loss

Personal property Replacement cost basis at site of loss

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Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal date: 8/25/2014 Prepared for City of Lubbock
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Commercial property

Property disclaimer:

Your property carrier will provide building, business personal property, business income and extra expense coverage subject to policy conditions and exclusions. It is your responsibility to notify Wells Fargo's personnel, in writing, if these limits are not adequate to rebuild and/or replace, in today's dollars, your current building and contents.
"Replacement cost" does not mean replace at any cost.

Terms and conditions:

1. Real & Personal Property deductible is on a per occurrence basis, rather than a per building basis, and there is no coinsurance penalty.
2. Flood & Earthquake coverage is provided as an option under Real & Personal Property Coverage and may not be purchased separately. Flood & Earthquake limit is the aggregate limit for all losses occurring during the fund year. Limitations apply to properties in Flood Zones A and V located in the lust tier of counties and in Harris, Orange and Jackson counties.
3. Annual payment Discount applies if full annual contribution is paid within 30 days of the effective date, or receipt of your first bill, whichever is later. (The Annual Payment Discount does not apply to public officials' bonds or windstorm coverage for Tier I members.)

Deductible Buy-down options: Automobile Catastrophe – $50,000 - $89,392 additional annual contribution
Mobile Equipment - $25,000 - $79,377 additional annual contribution

Additional coverage:

Transportation	$1,000,000
Named Storm	Loss Limit
Automatic/Newly Acquired - 90 Days	$1,000,000
Boiler & Machinery	Excluded
Brands and Labels	Loss Limit
Consequential Reduction in Values	Loss Limit
Control of Damaged Property	Loss Limit
Course Of Construction (COC)	Loss Limit (if reported)
COC Testing	Included
COC Time Element	Included in EE
Debris Removal	Included
Decontamination Costs	$20,000 each premise
Defense Cost	Unlimited
Demolition and Increase Cost of Construction (ICC)	Loss Limit
Unintentional E&O	Loss Limit
Exhibits, Expositions, Fairs & Trade Shows	Loss Limit
Fire Dept. Surcharge	Included
Leasehold Interest- 365 days max	$5,000,000
Misc. Unnamed Locations	Loss Limit
Service Interruption	Loss Limit
Tax Treatment of Profits	Included in EE
Extra Expense	$5,000,000
Rental Insurance	Included in EE
Ingress/Egress - 30 Days	Included
Order of Civil Authority - 30 Days/1 mile	Included - 2 Weeks
Impounded Water	Loss Limit

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Commercial property
Schedule of locations

Loc #	Address	Building	Contents	Business income	EDP	Signs
	As per schedule on file with insurance company					

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Property
Boiler and machinery

Named insured:	City of Lubbock
Insurance carrier:	Hartford Steam Boiler and Inspection Insurance Company— Admitted A.M. Best rating: A+XV as of 2013
Policy number:	TBD
Policy term:	October 1, 2014 to October 1, 2015
Premium:	$470,970.00 as per expiring
Coverage:	Equipment breakdown coverage—**See policy form**
Policy form:	Special Form
Location:	Per Statement of Values submitted on July 30, 2014 TIV: $901,777,764

Limits:

$	50,000,000	Equipment breakdown limit
$	Included	Property damage
$	Excluded	Off premises property damage
$	5,000,000	Business income
$	Combined with Business Income	Extra expense
$	100,000	Service interruption
$	Excluded	Contingent business income
$	100,000	Perishable goods
$	100,000	Data restoration
$	100,000	Demolition
$	100,000	Ordinance or law
$	250,000	Expediting expenses
$	100,000	Hazardous substances
$	2,500,000	Newly acquired locations
$	25,000	Green
$	25,000	Mold

Deductibles:

$	50,000	Direct coverages
$	1.50 per KVA	Except transformers $25/KVA, $50,000 min
$	100,000	Except Electrical Generating Equipment
	24 hours	Indirect coverages

Deductible Exceptions - See Endorsement.

Power Generating Stations $100,000 except
Steam and Gas Turbines and Driven Generators - $250,000 except
Cook #2 54.3 MW Turbine or Generator - $350,000 except
Massengale #8 43 MW Turbine or Generator - $500,000

Perils covered: Risk of direct physical loss, subject to named policy terms, conditions, and exclusions [including mechanical breakdown, excluding earthquake and flood].

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Proposal date: 8/27/2014 Prepared for City of Lubbock
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Property

Boiler and machinery

Terms and conditions:

- Newly Acquired Locations: 90 Days
- For any gas turbine, 'accident' does not include the cracking of any part exposed to the products of combustion.
- Covered equipment' does not include any rotating biological contactor.
- Covered property' does not include transmission and distribution lines.
- Equipment 25 years or older will be valued at Actual Cash Value.
- ACV on all Gas/Turbine Generator Units over 15 years of age.
- Extended Period of Restoration: 30 Days
- Interruption of Service Waiting Period: 24 Hours
- Business Income and Extra Expense coverages are excluded as respects any 'accident' to 'electrical generating equipment'.
- Combined BI/EE excluded at Power Generation locations. Extra Expense sublimit $100,000 does not apply to generation of power.
- "Covered property" does not include plastic media used in trickle filters or other sewage processing equipment.
- Coverage is excluded on all units which are off-line and/or otherwise inoperative for a period of 90 or more consecutive days, unless the unit (s) is under-going repairs. As respects off-line or otherwise in operative units not undergoing repairs, coverage will be subject to a 72 hour waiting period on all such units returned to active service.
- As referenced here- in, the term "unit" is defined as a boiler, turbine, or generator. The company shall be notified in advance of all units scheduled to undergo startup operations.
- Waiver of Subrogation – Trans Canada Turbines, Ltd 150 Palmer Road NE, Calgary, Alberta T2E7R3
- Idle Units at Massengale Station are excluded, all coverages. (Units 4, 5, and the old Nordberg diesels)

In addition to state required inspections, quote includes the following additional services:

- Includes Infrared Testing and On Site Risk Evaluations at the turbine/generator facilities.
- Additional 5 Days of Infrared Testing at owned substations.
- Includes Transformer Oil and Gas on all owned Transformers. HSB will continue to maintain contract to pull samples.
- Includes 1 training seminar
- Includes HSB CT Authorized Inspection Services
- HSB will perform lube oil samples on steam turbines in coordination with the City of Lubbock to compare with in-house sampling results for validation

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Proposal date: 8/25/2014 Prepared for City of Lubbock
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Commercial property – Option II

Named insured:	City of Lubbock		
Insurance carrier:	American Home Insurance Company - Admitted A.M. Best Rating A XV as of 2013		
Policy number:	TBD		
Policy term:	October 1, 2014 to October 1, 2015		
Premium:	$954,923 including TRIPRA premium charge of $8,775		
Coverage:	Property insurance covers your interest against direct physical loss or damage by covered perils to named property that you own or are required to insure. **See attached schedule for locations to be covered.**		
Policy form:	Special Form		
Perils covered:	Perils here. Risk of direct physical loss, subject to named policy terms, conditions and exclusions. Includes Equipment Breakdown.		
Total insured value:	$	1,022,213,630	Real property—building, business personal property, business income
Policy limit:	$	500,000,000	Maximum liability in any one **occurrence** as a result of all covered loss or damage regardless of the number of **covered locations**, coverages, or Covered Causes of Loss under this Policy
Sublimits (Applicable to Specified Covered Causes of Loss)			**1. Earth Movement –**
	$	50,000,000	a. Annual Aggregate
			b. Subject to **A.1.a.** above, the Annual Aggregate for all loss or damage arising out of **Earth Movement** for any location wholly or partially within the following states and territory combined: California, Alaska, Hawaii, and Puerto Rico: **$Not Covered**
			c. Subject to **A.1.a.** above, the Annual Aggregate for all loss or damage arising out of **Earth Movement** for any location wholly or partially within the **Pacific Northwest Earthquake Zone Counties**: **$Not Covered**
			d. Subject to **A.1.a.** above, the Annual Aggregate for all loss or damage arising out of **Earth Movement** for any location wholly or partially within the **New Madrid Earthquake Zone Counties**: **$Not Covered**
			2. Flood
	$	50,000,000	a. Annual Aggregate
			b. Subject to **A.2.a.** above, the Annual Aggregate for all loss or damage due to all **Flood** for any location wholly or partially within Special Flood Hazard Areas (SFHA) as defined by the Federal Emergency Management Agency (FEMA): **$25,000,000**

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Commercial property

Sublimits (continued):

$	500,000,000	**3. Named Storm** a. This is our maximum liability in any one **occurrence** for **Named Storm** as a result of all loss or damage regardless of the number of **covered locations**, coverages, or Covered Causes of Loss under this Policy. b. Subject to the Named Storm Sublimit, in the event loss or damage by **Flood** that occurs concurrently or in any sequence with a **Named Storm**, the maximum amount we will pay per **occurrence** for all such loss or damage by **Flood** shall be the sublimits of liability for **Flood** as shown in **A.2.a.** and/or **A.2.b.**, and/or **A.2.c.** whichever is/are applicable. However, if **Flood** is not covered, the maximum amount we will pay per **occurrence** for all such loss or damage by **Named Storm** shall exclude loss or damage by **Flood**.
		4. Terrorism Covered and Included Within the Policy Limit This is our maximum liability in any one occurrence for terrorism as a result of all loss or damage regardless of the number of covered locations, coverages, or Covered Causes of Loss under this Policy.
$	100,000,000	**5. Equipment Breakdown** a. This is our maximum liability in any one **occurrence** for **equipment breakdown** as a result of all loss or damage regardless of the number of **covered locations**, coverages, or Covered Causes of Loss under this Policy.

Sublimits (Each of these sublimits is part of, and not in addition to the Policy Limit)			
	$	10,000,000	Accounts Receivable
	$	100,000	Arson or Theft Reward
	$	5,000,000	Brands and Labels
	$	500,000	Building Materials at Off Premises Storage for Property Under Construction
	$	2,500,000 or 25% of direct physical loss damage to all covered property whichever is less	Debris Removal or 25% of direct physical loss or damage to all covered property, whichever is less
	$	250,000	Deferred Payments
			Demolition and Increased Cost of Construction: Demolition Coverage A: No Sublimit Applies Demolition Coverage B: $25,000,000 Demolition Coverage C: $25,000,000
		Included	Electronic Data and Media
	$	5,000,000	Errors or Omissions
	$	5,000,000	Expediting Expenses

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Commercial property

Sublimits (continued):

$	5,000,000	Fairs or Exhibitions
$	25,000,000	Fine Arts - maximum $50,000 per item
$	500,000	Fire Brigade Charges and Extinguishing Expenses
$	250,000	Fungus, Mold or Spore
$	1,000,000	Installation Coverage
$	1,000,000	Land and Water Clean-Up
$	100,000	Locks and Keys
$	2,500,000	Machinery or Equipment - Applicable to a Startup Option: separate occurrence only
$	5,000,000	Miscellaneous Unnamed Locations
$	100,000	Money and Securities
$	50,000,000	Newly Acquired Property (120 Days)
$	500,000	Outdoor Property
	No Sublimit Applies	Pairs or Sets
$	1,000,000	Personal Property Not at a Covered Location:
$	1,000,000	Preservation of Property
$	250,000	Professional Fees
$	1,000,000	Railroad Rolling Stock
$	500,000	Salespersons Samples
$	5,000,000	Service Interruption
$	5,000,000	Spoilage
$	5,000,000	Transit
	25% of the amount payable for direct physical loss or damage, subject to a maximum	Upgrade to Green®
$	5,000,000	Valuable Papers and Records
$	10,000,000	Vehicle Physical Damage

Sublimits (Applicable to Additional Time Element Coverages - Each of these sublimits is part of, and not in addition to the Policy Limit and any other sublimits)

	30 days, subject to a maximum of	
$	1,000,000	Attraction Property
$	5,000,000	Contingent Time Element
$	100,000	Contractual Penalties
	30 days, subject to a maximum of	
$	100,000	Crisis Management
$	1,000,000	Electronic Data and Media: $1,000,000
	365 Days	Extended Period of Indemnity
$	25,000,000	Extra Expenses; except
$	100,000	Power Generation locations

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Commercial property

Sublimits (Applicable to Additional Time Element Coverages - Each of these sublimits is part of, and not in addition to the Policy Limit and any other sublimits)		
30 days, subject to a maximum of		
$	1,000,000	Ingress & Egress
30 days, subject to a maximum of		
$	1,000,000	Interruption by Civil or Military Authority
$	100,000	Logistics Extra Cos
$	250,000	Rental Value
$	100,000	Royalties
$	5,000,000	Service Interruption Qualifying period: 24 hours
$	500,000	Soft Costs: $500,000
$	5,000,000	Business Income/Business Interruption, except Not Covered at Power Generation Locations
		Contractor's Equipment
$	750,000	Per Item
$	10,000,000	Maximum any one occurrence

Deductibles:

1. **$250,000** for all **Flood,** including Contingent Time Element loss arising out of **Flood** except:

2. **5%** of Total Insurable Values at the time of the loss at each **covered location** involved in the loss or damage, including Contingent Time Element loss, subject to a minimum of **$1,000,000** any one **occurrence** for all loss or damage arising out of **Flood** at any location wholly or partially within Special Flood Hazard Areas (SFHA) as defined by the Federal Emergency Management Agency (FEMA).

D. Named Storm:

1. 0% of Total Insurable Values at the time of the loss at each **covered location** involved in the loss or damage, including Contingent Time Element loss, subject to a minimum of **$250,000** any one **occurrence** for all loss or damage arising out of **Named Storm**.

E. Equipment Breakdown:

1. $25,000 for all loss or damage to **covered equipment** and any time element coverage provided under **SECTION VI – TIME ELEMENT COVERAGES** per **occurrence**

2. If one or more deductibles are shown below, each will be applied separately:

a. Not Covered for all loss or damage to **covered equipment** per **occurrence**

b. 24 Hours for time element coverage provided under **SECTION VI – TIME ELEMENT COVERAGES** per **occurrence**

c. Not Covered for time element coverage provided under **SECTION VI – TIME ELEMENT COVERAGES** during the **period of indemnity**

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Commercial property

Deductibles (continued):

d. Not Covered following the **occurrence** per **covered location** for time element coverage provided under **SECTION VI – TIME ELEMENT COVERAGES**

3. Transformers: $25/KVA min. $1.50 per KVA, $25,000 Minimum per **occurrence**

4. Electrical Generating Equipment: $100,000 per **occurrence**

5. Power Generating Stations: $100,000 per occurrence

6. Steam and Gas Turbines and Driven Generators: $250,000 per **occurrence**

7. Cook #2 54.3 MW Turbine or Generator: $350,000 per **occurrence**

8. Massengale #8 43 MW Turbine or Generator: $500,000 per **occurrence**

As used above, **average daily value** means your **business income** that would have been earned during the **period of indemnity**, divided by the number of operating days in that period.

F. Windstorm or Hail: $250,000 Per Occurrence except:

G. LIA Hangar Building #310 (Chaparral) – 5417 N. Walnut: **$50,000** per **occurrence**

H. LIA Warehouse Building #722 (Thiel) – 5500 N. Zenith: **$50,000** per **occurrence**

I. LIA Hangar #32 (G&G Avionics) – 5902 N. Cedar: **$50,000** per **occurrence**

J. LIA Warehouse Building #710 (Nortec) – 2828 E. Dubuque: **$50,000** per **occurrence**

K. LIA Warehouse Building #714 (Marco) – 5612 N. David Avenue: **$50,000** per **occurrence**

L. LIA Warehouse Building #716 (Marco Steel) – 5618 N. David Avenue: **$50,000 per occurrence**

M. LIA Warehouse Building #721 (Thiel) – 5501 N. Zenith: **$50,000 per occurrence**

N. Time Element: 24 Hours

As used above, **average daily value** means your **business income** that would have been earned during the **period of indemnity**, divided by the number of operating days in that period.

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Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal date: 8/25/2014 Prepared for City of Lubbock
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Commercial property

Deductibles (continued):

O. Contractor's Equipment: $25,000 per **occurrence** (applies to equipment less than $250,000 in value)

P. Contractor's Equipment: $50,000 per **occurrence** (applies to equipment valued $250,000 or greater)

Q. P. Electronic Data Processing Equipment (Hardware): $25,000 per occurrence

The following two paragraphs apply to the deductibles set forth in **Item 11.A.** through **Item 11.Q.** above, inclusive:

In each case of loss or damage covered by this Policy, we shall not be liable unless you sustain loss or damage in a single **occurrence** greater than any applicable deductible described herein. When this Policy covers more than one **covered location**, the deductible shall apply against the total loss or damage covered by this Policy in any one **occurrence**, unless otherwise stated herein.

If two or more deductible amounts provided in this Policy apply to a single **occurrence**, the total to be deducted shall not exceed the largest deductible applicable unless otherwise stated in this Policy. If covered loss or damage by **Flood** occurs concurrently or in any sequence with a **Named Storm**, then we shall apply the **Flood** deductible set forth in **Item 11.C.** or the **Named Storm** deductible set forth in **Item 11.D.**, whichever is greater.

Valuation:

Real Property Replacement cost basis at site of loss
Personal Property Replacement cost basis at site of loss

Property disclaimer:

Your property carrier will provide building, business personal property, business income and extra expense coverage subject to policy conditions and exclusions. It is your responsibility to notify Wells Fargo's personnel, in writing, if these limits are not adequate to rebuild and/or replace, in today's dollars, your current building and contents.
"Replacement cost" does not mean replace at any cost.

Terms and conditions:

Additional Time Element Provisions:

A. Ordinary Payroll:
Provided for **180** days Not Provided
B. Maximum Operations Period of Indemnity (Gross Profits): Not Covered
C. Maximum Construction Period of Indemnity (Gross Profits): Not Covered

Maximum Amount Payable:

A. In the event of covered loss or damage hereunder, our liability shall be limited to the lesser of the following:

1. The actual adjusted amount of loss or damage, less applicable deductible(s), or

2. The limit of liability or applicable sublimit of liability shown in this Policy or endorsed onto this Policy.

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Commercial property

Special Conditions/Subjectivities:

1. Signed Statement of Values (SOV, Autos, Equipment Schedule) – required at binding

2. Signed TRIA Form

3. Proof of tax exempt status to waive inspection fee sales tax of 8.25%

4. Favorable inspections and compliance with recommendations (if any)

5. Contractor's Equipment is valued at Replacement Cost

6. Off-Premises Property Damage is excluded as respects Equipment Breakdown (as expiring)

7. Business Income/Business Interruption is excluded at Power Generation Locations

8. Designated Adjuster: Trey Johnson, EGA, York Claims Service, 5501 LBJ Freeway, Suite 300, Dallas, TX. 75240

9. 'Covered Equipment' does not include any rotating biological contractor

10. 'Covered Property' does not include transmission and distribution lines

11. 'Covered Equipment' 25 years or older will be valued at Actual Cash Value

12. All Gas/Turbine Generator Units over 15 years of age will be valued at Actual Cash Value

13. The cost to purchase power for resale or to meet contract obligations is excluded.

14. 'Covered Property' does not include plastic media used in trickle filters or sewage processing equipment

15. For any gas turbine, "accident" does not include the cracking of any part exposed to the products of combustion

16. Coverage is excluded on all units which are off-line and/or otherwise inoperative for a period of 90 or more consecutive days, unless the unit(s) is undergoing repairs. As respects off-line or otherwise inoperative units not undergoing repairs, coverage will be subject to 72-hour waiting period on all such units returned to active service. As referenced herein, the term "unit" is defined as a boiler, turbine or generator.

The company shall be notified in advance of all units scheduled to undergo startup operations.

17. Idle Units at Massengale Station are excluded, all coverages (Steam Turbine Generator Units 4 and 5 and Nordberg Diesel Generator Units)

18. In addition to state required inspections, quote includes the following additional services: a) Infrared Testing and On-Site Risk Evaluations at the turbine/generator facilities, b) Additional five (5) days of Infrared Testing at owned substations, c) Transformer Oil & Gas on all owned Transformers

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Commercial property
Schedule of locations

Loc #	Address	Building	Contents	Business income	EDP	Signs
	As per schedule on file with insurance company					

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Special City Council Meeting **2. 10.**

Meeting Date: 09/04/2014

Information

Agenda Item

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

Item Summary

Airport liability insurance covers liability claims that the City is legally obligated to pay for bodily injury and property damage, resulting from airport operations. Non-owned aircraft liability covers liability claims that the City is legally obligated to pay for bodily injury and property damage resulting from the occupancy or operation of a non-owned aircraft, including allegations of civil rights violations for airport police boarding a commercial or private aircraft.

The City purchases airport and non-owned aircraft liability insurance separately from its other liability insurance program, which specifically excludes aircraft.

The current insurance policy is with Ace American Insurance Company with a premium of $26,978 and has $50 million in coverage for airport liability insurance and $50 million in coverage for non-owned aircraft liability insurance. Both policies include no deductible.

The renewal quote from Ace American Insurance Company, the only quote submitted, includes the same coverage as the current policy and due to a hardening market, an increase of 3% is noted In the renewal premium of $27,788 for FY 2014-15,

Carriers bind insurance coverage October 1, 2014, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content; therefore we are unable to alter the policy to include the City of Lubbock's arbitration clause. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2014-15 Risk Management Fund.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution - Ace American

Airport Liability

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, airport and non-owned aircraft liability insurance coverage from Ace American Insurance Company, for a premium amount not to exceed $27,788.00; and

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

Passed by the City Council this _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Leisa Hutcheson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

RES.Risk Mgmt-Ace Property & Casualty Ins
August 27, 2014

Airport Owners & Operators Liability

Named insured:	City of Lubbock
Insurance carrier:	ACE American Insurance Company — Admitted A.M. Best rating: A+ XV as of 2014
Policy number:	TBD
Policy term:	October 1, 2014to October 1, 2015
Premium:	**$27,788 (includes Terrorism and War)**

Coverage: Your legal liability to members of the public for claims arising from your premises, operations, products, or completed operations

Policy Form: Occurrence

Limits:

$	50,000,000	General Aggregate Limit
$	50,000,000	Products/Completed Operations Aggregate Limit
$	50,000,000	Personal & Advertising Injury Limit
$	50,000,000	Each Occurrence Limit
$	250,000	Damage to Premises Rented to You (any one premise)
$	10,000	Medical Payments – any one person
$	50,000,000	Hangarkeepers not "in flight" – any one occurrence
$	50,000,000	Hangarkeepers not "in flight" – any one aircraft
$	50,000,000	Non-Owned Aircraft Liability
	Included	Terrorism

Deductible: $ NIL

Conditions: The Airport Owners and Operators General Liability Policy contains, inter alia, the following exclusion clauses:

Hi-Jacking and Other Perils Exclusion Clause
Noise, Pollution and Other Perils Exclusion Clause

The policy is also subject to the following:

90 days notice of cancellation, non-renewal or reduction in coverage by Insurer, but 10 days notice for non-payment of premium. This provision does not override the Automatic Termination review or cancellation provisions of endorsements AAP 203 or AAP 237.

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

Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
Proposal date: 8/26/2014 Prepared for City of Lubbock
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Special City Council Meeting **2. 11.**

Meeting Date: 09/04/2014

Information

Agenda Item

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

Item Summary

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

The City's current coverage for the dam is limited to $50 million with a deductible of $2 million at a premium of $127,230 for a calendar year. This policy includes coverage for acts of terrorism with the exception of domestic terrorism.

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

Staff recommends purchase of an insurance policy for property insurance for the John T. Montford Dam quoted by Zurich American Insurance Company, for a policy premium of $107,984, with deductible of $2,000,000, reflecting a 15% decrease over the 2013-14 premium.

Carriers bind insurance coverage October 1, 2014, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content; therefore we are unable to alter the policy to include the City of Lubbock's arbitration clause. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2014-15 Risk Management Fund.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution - Montford Dam

Commercial Property

RESOLUTION

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

THAT the Mayor of the City of Lubbock or his designee is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, property insurance by and between the City of Lubbock and Zurich American Insurance Company in the amount of $50,000,000 insurance coverage for Montford Dam, pursuant to the terms and conditions attached hereto as Exhibit "A," and in a final form acceptable to the City Manager and City Attorney for a total premium in an amount not to exceed $107,984; and

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

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Leisa Hutcheson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

vw/ccdocs/Res.Risk Mgmt-Zurich American Ins.
August 27, 2014

Commercial property – John T. Montford Dam

Named insured:	City of Lubbock
Insurance carrier:	Zurich American Insurance Company - Admitted A.M. Best Rating A + XV as of 2014
Policy number:	TBD
Policy term:	October 1, 2014 to October 1, 2015
Premium:	$ 107,984 including Terrorism premium charge of $2,117

Coverage: This policy insures against direct physical loss or damage to Real & Personal Property from a covered cause of loss and any resulting Loss of Revenue as more fully defined within the Policy. **See attached schedule for locations to be covered.**

Policy form: Special Form

Perils covered: Perils here. Risk of direct physical loss, subject to named policy terms, conditions and exclusions. Includes Equipment Breakdown.

Total insured value:	$ 72,005,179	John T. Montford Dam
Limits of Liability	$ 50,000,000	Physical Damage Coverage to the Covered Property
	NCP	Loss of Revenue
	$ 50,000	Accounts Receivable
	14 days	Interruption by Civil or Military Authority
	$ 500,000	Expediting Expense
	$ 500,000	Extra Expense
	$ 5,000,000	Debris Removal Coverage (or 25% of the amount of insured physical loss of or damage to covered property, whichever is less)
	$ 100,000	Fire Department Service Charges
	14 days	Ingress and Egress
	$ 100,000	Loss Adjustment Expense
	$ 500,000	Newly Acquired Locations
	$ 1,000,000	Ordinance of Law/Demolition or Increased Cost of Construction
	$ 2,500,000	Transit – any one conveyance
	$ 25,000	Valuable Papers & Records
	$ 50,000,000	Terrorism

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

	$ 10,000,000	By the peril of Earthquake
	$ 10,000,000	By the peril of Flood
	$ 10,000,000	By the peril of Named Peril

Deductible: $ 2,000,000 Physical loss of or damage to covered property unless otherwise shown below

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Commercial property – JohnT. Montford Dam

Deductibles (continued)	$	25,000	Physical loss of or damage to surveillance equipment
	$	2,000,000	As respects to Earthquake
	$	2,000,000	As respects to Flood
	$	2,000,000	As respects to Named Storm
		NCP Days	Waiting – Loss of Revenue

Schedule of locations

Loc #	Address	Total Insured Value
1	Lake Alan Henry/John T. Montford Dam	$69,120,000
2	Structure/Building – 3904 Lake Alan Henry, Justiceburg, TX 79330	

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Proposal date: 8/25/2014 Prepared for City of Lubbock
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Special City Council Meeting **2. 12.**

Meeting Date: 09/04/2014

Information

Agenda Item

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

Item Summary

Package excess liability insurance covers the following:

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

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

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

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

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

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

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

The current insurance carrier is OneBeacon. The annual premium is $ 308,584 for $1 million of coverage, with $9 million umbrella coverage per occurrence, and an excess $9 million for an aggregate $18 million in coverage. The only quote received was from Atlantic Specialty Insurance Company, a subsidiary of OneBeacon. A renewal rate of $336,233 with no change in coverage was submitted. This is an increase of 9%.

Carriers bind insurance coverage October 1, 2014, after notification of City Council approval. Insurance policies are issued after premiums are received from the City. The policy for the insurance coverage is approved by the Texas Department of Insurance as to content; therefore we are unable to alter the policy to include the City of Lubbock’s arbitration clause. Current insurance policies are available in Risk Management.

Fiscal Impact

Funds are budgeted in the Proposed FY 2014-15 Risk Management Fund.

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution - Atlantic

Commercial Liability Package

RESOLUTION

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

THAT the City Manager of the City of Lubbock BE and is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, excess liability insurance coverage from Atlantic Specialty Insurance Company, for a premium amount not to exceed $336,233 or the amount adjusted due to changes in the premiums required as a result of the annual audit; and

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

Passed by the City Council this _____ .

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Leisa Hutcheson, Director of Human Resources
and Risk Management

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

RES.Risk Mgmt-Atlantic Specialty Ins.
August 27, 2014

Commercial Liability Package

Named insured:	City of Lubbock
Insurance carrier:	Atlantic Specialty Insurance Company — Admitted A.M. Best rating: A XI as of 2014
Policy number:	TBD
Policy term:	10/1/14 to 10/1/15
Premium:	$336,233 including a TRIPRA premium charge of $2,671

General liability

Coverage: Your legal liability to members of the public for claims arising from your premises, operations, products, or completed operations.

Limits of liability:

$	1,000,000	General aggregate limit (other than products/completed operations)
$	1,000,000	Products/completed operations aggregate limit
		Coverage A – Bodily Injury and Property Damage:
$	1,000,000	Each occurrence
		Self-Insured Retention:
$	500,000	Each occurrence
		Coverage B –
$	1,000,000	Personal and Advertising Injury
		Self-Insured Retention:
$	500,000	Each Offense
$	1,0000,000	Damage to premises rented to you (any one premises)
		Coverage C – Health Care and Social Services
$	1,000,000	Each Wrongful Act
		Self-Insured Retention:
$	500,000	Each Wrongful Act
		Cemetery
		Failure to Supply
$	1,000,000	Each Occurrence
		Sexual Abuse Abuse
$	1,000,000	Each Occurrence

Coverage form: Occurrence

G.L. classification description	Class code	Exposure base	Exposure
Dam, Lake, Pond, or Reservior Existence Hazard without Structural Failure	41702	Acres	118,779
General purpose government risks organized as cities, towns, townships, villages or boroughs	44114		
Streets, Roads, Highways or Bridges - existence and maintenance hazard only	48727		

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Commercial Package (continued)

Professional liability

Coverage: Your legal liability to members of the public for claims arising from your premises, operations, products, or completed operations.

Limits of liability:

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

Excess liability

Coverage: Excess limits go over the following coverages: General Liability, Professional Liability, Auto Liability and Employers Liability. This agreement is provided on a following-form basis designed to follow all of the provisions of the underlying coverages with the following general exceptions: Pollution, Failure to Supply, Sexual Abuse and Uninsured/Underinsured Motorist

Limits of liability:

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

Automobile liability

Coverage: Automobile bodily injury and property damage liability, subject to terms, conditions, and limitations of the policy.

$	1,000,000	Liability
$	500,000	Self-Insured Retention
		Hired Auto -
	Covered	Hired Excess Auto Liability
		Non-Owned Auto -
	Covered	Non-Owned Auto Liability
$	1,000,000	Uninsured/Underinsured Motorists
$	5,000	Medical Payments

Automobile Coverage Symbols: 10 Other

Composite Rated – Based on: 1,413 Vehicles

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Special City Council Meeting **3. 1.**

Meeting Date: 09/04/2014

Information

Agenda Item

Public Hearing 1:30 p.m. - Finance: Hold a public hearing on the Proposed FY 2014-15 Operating Budget and Capital Program.

Item Summary

A public hearing concerning the Proposed FY 2014-15 Operating Budget and Capital Program has been posted and notice has been published as required by State law to allow citizens an opportunity to comment on the proposed budget.

On July 10, 2014, the proposed budget was filed with the City Secretary's Office as required by State law.

Fiscal Impact

None

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Public Hearing Notice

NOTICE OF PUBLIC HEARING

THE LUBBOCK CITY COUNCIL WILL HOLD A HEARING ON THE PROPOSED FISCAL YEAR 2014-15 BUDGET FOR THE CITY OF LUBBOCK. THE PUBLIC HEARING WILL BE CONDUCTED IN THE CITY COUNCIL CHAMBERS OF CITY HALL, 1625 13TH STREET AT 1:30 P.M., SEPTEMBER 4, 2014.

THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY $4,485,735 OR 6.97%, AND OF THAT AMOUNT, $1,944,492 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

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 775.2025 or write P.O. Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

Special City Council Meeting **3. 2.**

Meeting Date: 09/04/2014

Information

Agenda Item

Public Hearing at 1:30 p.m. - Finance: Hold a public hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 6.01% (percentage by which the proposed tax rate exceeds the effective tax rate calculated under Chapter 26, Tax Code) for a proposed tax rate of 0.52740 per $100 valuation.

Item Summary

On August 14, 2014, the City Council approved a resolution for a proposed tax rate of $0.52740 cents per $100 valuation. On August 28, 2014, the City held the first public hearing at 5:30 p.m. in the Council Chambers. A property tax rate of $0.52740 per $100 valuation is proposed. The tax rate is distributed as follows:

Type	Rate
General Fund Maintenance and Operations	0.39000
Interest and Sinking Fund	0.11425
Economic Development	0.02315

Fiscal Impact

The tax rate is scheduled to be adopted at the September 11, 2014, City Council Meeting. The fiscal impact of that decision is unknown until the tax rate is chosen and adopted.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Tax Rate Public Hearing Notice

Announcement Suggested Language

NOTICE OF 2014 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF LUBBOCK

A tax rate of $0.52740 per $100 valuation has been proposed for adoption by the governing body of City of Lubbock. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

PROPOSED TAX RATE	$0.52740 per $100
PRECEDING YEAR'S TAX RATE	$0.50441 per $100
EFFECTIVE TAX RATE	$0.49750 per $100
ROLLBACK TAX RATE	$0.53768 per $100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Lubbock from the same properties in both the 2013 tax year and the 2014 tax year.

The rollback tax rate is the highest tax rate that City of Lubbock may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

property tax amount= (rate) x (taxable value of your property)/100

For assistance or detailed information about tax calculations, please contact:

Tim Radloff - Chief Appraiser/Tax Assessor
Collector
City of Lubbock
2109 Avenue Q, Lubbock, Texas
(806)776-2208
etrinfo@lubbockcad.org
www.lubbockcad.org

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 28, 2014 at 5:30 pm at City Hall, 1625 13th Street, Lubbock, TX 79401.

Second Hearing: September 4, 2014 at 1:30 pm at City Hall, 1625 13th Street, Lubbock, TX 79401.

City of Lubbock, TX
Finance Department
Tax Rate Public Hearing
Suggested Language Announcing the Date of Vote on Tax Rate

To comply with the State's Truth-in-Taxation legislation, the City Council must announce the date, time, and place of meeting at which it will vote on the tax rate. Following is suggested language:

The City Council will vote on the tax rate at the September 11, 2014, City Council Meeting that will be held in the City Council Chambers beginning at 5:15 p.m.

Special City Council Meeting **3. 3.**

Meeting Date: 09/04/2014

Information

Agenda Item

Public Hearing 1:30 p.m. - Finance: Hold a public hearing on the proposed amendment to 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.

Item Summary

Section 552.045 of the Texas Local Government Code requires that a public hearing be held prior to the Storm Water rates being adopted by the City Council. The public hearing is to discuss the rate structure change to the Storm Water utility and to hear public comment on the proposed rate structure.

The new structure will be based on impervious area rather than on a per water meter basis. Residential customers will be placed into one of four tiers based on impervious area assessed on a per-residential unit basis. Nonresidential customers will be assessed on impervious area on a per-property basis.

Notice of the public hearing was published in the legal notices section of the Lubbock Avalanche Journal on three occasions: Monday, August 4, 2014; Friday, August 15, 2014; and Friday, August 29, 2014.

The rate structure change is necessary in order to provide a more equitable system for billing based on impervious area.

Fiscal Impact

The change in the rate structure will provide a more equitable system for all rate payers.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget
Keith Smith, Director of Public Works

Attachments

Public Hearing Notice

NOTICE OF PUBLIC HEARING

THE LUBBOCK CITY COUNCIL WILL HOLD A PUBLIC HEARING ON THE PROPOSED AMENDMENT TO CHAPTER 22 OF THE CODE OF ORDINANCES FOR THE CITY OF LUBBOCK WITH REGARD TO THE MUNICIPAL DRAINAGE UTILITY IN THE COUNCIL CHAMBERS OF CITY HALL, 1625 13TH STREET AT 1:30 P.M., SEPTEMBER 4, 2014.

THE PROPOSED ORDINANCE READS AS FOLLOWS:

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, 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 DRAINING CHARGES AS SET FORTH IN ORDINANCE NO. 2011-O0080; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendments to Chapter 22 of the Code of Ordinances of the City of Lubbock; NOW, THEREFORE,

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

SECTION 1. THAT Section 22.07.001 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.07.001 Findings

The city council of the City of Lubbock has found and does find that:

(1) The City of Lubbock will provide drainage to protect the public health and safety in the service area from loss of life and property caused by surface water overflows, surface water stagnation, and pollution arising from nonpoint source runoff for all real property in the proposed service area on payment of drainage charges, except real property exempted under Sections 552.053 or 580.003 of the Texas Local Government Code; and

(2) The City of Lubbock will offer drainage service on nondiscriminatory, reasonable and equitable terms.

(3) The City of Lubbock shall prescribe an Impervious Area basis on which the municipal drainage utility system is funded, and fees in support of the system may be assessed, levied and collected. As it relates to this charge, Impervious Area is defined as a surface which has become compacted or covered with a layer of material to the extent that it is resistant to infiltration by water. Impervious Area includes, but is not limited to, compacted soils, graveled surfaces subject to motorized vehicular traffic, walkways, buildings, parking lots, pavement, and ingress/egress driveways. Impervious Area shall not include sidewalks located in the public right-of-way. For purposes of this definition a "walkway" is a pedestrian way in the interior of a lot or tract that is not located in the public right-of-way.

(4) The City of Lubbock shall establish a schedule of drainage charges against all non-exempt real property located in the proposed service area, based on classification of the property as Residential or Non-Residential.

For the purposes of this Article, the following terms are defined:

(a) Residential Property is a tract of real property, upon which is located as the primary structure, a one-family dwelling unit or a two-family dwelling unit, as those terms are defined in Section 40.01.003(58) and (59), including all impervious surfaces located on said real property.

(b) Non-Residential Property is a contiguous tract of real property under common ownership, and not Residential Property, except property exempt pursuant to Sections 552.053 or 580.003 of the Texas Local Government Code.

(5) As it relates to the requirements of Section 552.053 of the Texas Local Government Code, charges shall initiate:

(a) for Residential Property, at such time the City of Lubbock building official has completed all required inspections and approved the property for release; or

(b) for Non-Residential Property, at such time an original "Certificate of Occupancy" has been issued by the City of Lubbock pursuant to Article 28.06 of the Code of Ordinances.

SECTION 2. THAT Section 22.07.002 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Section 22.07.002 Adoption of state law; creation of utility

The provisions of Subchapter C of Chapter 552 of the Texas Local Government Code are hereby adopted by the City of Lubbock. The City of Lubbock shall have full authority to operate a municipal drainage utility system pursuant to Subchapter C, Chapter 552, Texas Local Government Code; Article 11, Section 5, of the Texas Constitution; and the

charter of the City of Lubbock, Texas. The drainage of the city is hereby declared to be a public utility.

SECTION 3. THAT Section 22.07.005 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.07.005 Billing; delinquent charges; discontinuation of other service

(1) All billings, credits, exemptions and other procedures, including penalties for delinquent payments, shall be as specified in Chapter 552, Subchapter C, Texas Local Government Code.

(2) Penalties and procedures for collection as are used for other utility billings by the City of Lubbock, where not in conflict with Chapter 552, Subchapter C, Texas Local Government Code, are hereby adopted for use as rules of the municipal drainage utility.

(3) Pursuant to Texas Local Government Code, Section 552.050, failure by a user of the municipal utilities within the service area to pay the charges when due shall subject such user to discontinuance of any utility services provided by the municipality.

SECTION 4. THAT Section 22.07.006 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.07.006 Schedule of drainage charges

(1) Drainage charges shall be set in accordance with Texas Local Government Code, Section 552.047, and shall be based on classifications directly related to drainage on and from the property. Revenue collected from the Stormwater Utility will be used solely to provide drainage to real property located within the service area.

(2) Drainage charges shall be in accordance with a schedule of charges adopted by resolution of the city council following a public hearing, as required by Section 552.045 of the Texas Local Government Code. Said resolution shall be placed on file at the office of the city secretary following passage, and made available upon request to the public. Such charges may be changed, adjusted, or readjusted by city council resolution, as may be required, and a current copy of such drainage charges shall be kept available at the office of the city secretary.

SECTION 5. THAT Section 22.07.007 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.07.007 Disputes; Appeals

(1) All disputes in connection with this Article shall be brought initially, and within six (6) months from the date it is claimed that said dispute arose, to the city engineer or his designee for resolution, which decision shall be rendered within thirty

(30) days after having received written notice of the dispute from the landowner. Matters which may be disputed and appealed include, but are not limited to, the following:

(a) ordinary billing and payment disputes;

(b) assessment of a stormwater utility fee to exempt property, or property outside the City's jurisdictional area;

(c) incorrect determination of a certain property's contribution of stormwater into the stormwater system;

(d) duplicate assessment of a stormwater utility fee on utility accounts.

(2) Any appeal of the city engineer's decision shall be brought within fifteen (15) days of the date of the city engineer's decision to the Water Board of Appeals for an informal hearing and dispute resolution procedure used in other utility disputes by the City of Lubbock. The Water Board of Appeals shall render a written decision on such appeal within thirty (30) days after having received a written notice of appeal from the landowner. A decision of the Water Board of Appeals shall be final.

SECTION 6. THAT the formula and schedule of municipal drainage charges as set forth in Exhibit "I" to Ordinance No. 2011-O0080 is repealed in its entirety.

SECTION 7. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 8. 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 9. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

SECTION 10. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

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

L. Wood Franklin, P.E., City Engineer

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

APPROVED AS TO FORM:

Mitchell Satterwhite, Assistant City Attorney

Special City Council Meeting **3. 4.**

Meeting Date: 09/04/2014

Information

Agenda Item

Public Hearing - 1:30 p.m. - Finance: Hold a public hearing on the proposed Storm Water Drainage Charges for the City of Lubbock.

Item Summary

Section 552.045 of the Texas Local Government Code requires that a public hearing be held prior to the Storm Water rates being adopted by the City Council. The public hearing is to discuss the rate structure and proposed rates for the Storm Water utility and to hear public comment on the proposed rates.

The new structure will be based on impervious area rather than on a per water meter basis. Residential customers will be placed into one of four tiers based on impervious area assessed on a per-residential unit basis. Non-residential customers will be assessed on impervious area on a per-property basis.

The proposed residential rates are as follows:

Tier	Area	Cost Per Month
1	Impervious area less than or equal to 2,780 square feet	$ 8.80
2	Impervious area greater than 2,780 square feet and less than or equal to 3,680 square feet	13.48
3	Impervious area greater than 3,680 square feet and less than or equal to 4,770 square feet	17.05
4	Impervious area greater than 4,770 square feet	25.58

The proposed non-residential rates are as follows:
$25.58 per Equivalent Residential Unit (ERU) per month, to be billed in whole units. This will be charged on an impervious area basis up to a maximum of 150,000 square feet of impervious area per property.

Notice of the public hearing was published in the legal notices section of the Lubbock Avalanche Journal on three occasions: Monday, August 4, 2014; Friday, August 15, 2014; and Friday, August 29, 2014.

The rate structure change is necessary in order to provide a more equitable system for billing based on impervious area.

Fiscal Impact

The change in the rate structure will provide a more equitable system for all rate payers.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget
Keith Smith, Director of Public Works

Attachments

Storm Water Resolution Public Hearing Notice

NOTICE OF PUBLIC HEARING

THE LUBBOCK CITY COUNCIL WILL HOLD A PUBLIC HEARING ON THE PROPOSED STORM WATER DRAINAGE CHARGES FOR THE CITY OF LUBBOCK IN THE COUNCIL CHAMBERS OF CITY HALL, 1625 13TH STREET AT 1:30 P.M., SEPTEMBER 4, 2014.

THE PROPOSED RESOLUTION READS AS FOLLOWS:

RESOLUTION

WHEREAS, the City of Lubbock has heretofore established a municipal drainage utility pursuant to Chapter 552 of the Texas Local Government Code; and

WHEREAS, the City Council of the City of Lubbock has heretofore established a schedule of drainage charges for such utility; and

WHEREAS, the City Council deems it to be in the best interest of the health, safety and welfare of the citizens of the City of Lubbock to amend such schedule of drainage charges to accommodate improvements to be made to the City's drainage system; and

WHEREAS, a public hearing and requisite notice have been provided with regard to such revised charges as required by law; NOW THEREFORE:

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

(1) The following formula and schedule of municipal drainage charges is hereby adopted to be effective October 1, 2014:

SCHEDULE OF STORMWATER CHARGES:

Residential Property Rates:

Tier 1:	Impervious area less than or equal to 2780 square feet	$8.80 per month
Tier 2:	Impervious area greater than 2780 square feet and less than or equal to 3680 square feet	$13.48 per month
Tier 3:	Impervious area greater than 3680 square feet and less than or equal to 4770 square feet	$17.05 per month
Tier 4:	Impervious area greater than 4770 square feet	$25.58 per month

Non-Residential Property Rate:

$25.58 per Equivalent Residential Unit ("ERU") per month, to be billed in whole units

(2) The following provisions shall apply in assessing the Schedule of Stormwater Charges as set forth above:

(a) Equivalent Residential Unit (ERU) shall be defined as five thousand seven hundred (5700) square feet of impervious area of a single property.

(b) Residential Property, defined in Section 22.07.001(4)(a) of the City of Lubbock Code of Ordinances, shall be assessed the Residential rate on a per-residential-unit basis.

(c) Non-Residential Property, defined in Section 22.07.001(4)(b) of the City of Lubbock Code of Ordinances, shall be assessed the Non-Residential rate on a per-property basis.

(d) Stormwater utility charges shall be made to the person or persons whose names and addresses are currently shown on utility records for the subject property.

(e) Assessed charges for Non-Residential Property shall not in any case exceed that amount charged to a Non-Residential property having one hundred fifty thousand (150,000) square feet of impervious area.

(3) Property owned by the following entities shall be exempt from Stormwater utility charges:

(a) Public School Districts;

(b) Lubbock County;

(c) State of Texas; and

(d) City of Lubbock.

(4) THAT such charges are hereby approved and adopted and shall be billed to the users of such benefitted properties along with the bill for other utility services provided to the property.

(5) THAT such charges shall remain in full force and effect until such time as said fees shall be further revised by action of the City Council of the City of Lubbock.

(6) THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Resolution as an alternative method of publication as provided by law.

(7) THAT should any section, paragraph, sentence, clause, phrase or word of this Resolution be declared unconstitutional or invalid for any reason, the remainder shall not be affected thereby.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., City Engineer

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

APPROVED AS TO FORM:

_____
Amy L. Sims,
Assistant City Attorney

Special City Council Meeting **3. 5.**

Meeting Date: 09/04/2014

Information

Agenda Item

Ordinance 1st Reading - Finance: An Ordinance approving and adopting a budget for Fiscal Year 2014-15; approving summary of estimated and forecasted revenues, appropriation, and utilization of net assets for all funds of the City; providing for necessary transfers of funds between accounts and departments, if required; authorizing reduction of spending by City Manager if necessary; providing for filing of adopted budget; establishing Civic Service classifications and positions; appropriating funds for the Fiscal Year 2014-15 Operating Budget and Capital Program of the City of Lubbock; approving inclusion of equipment and property to be purchased as a part of the master lease program; authorizing the Mayor to appropriate certain funding during a duly declared state of disaster; approving all permit, license, fees, and charges for service recommended to be adjusted; approving the pay plan and positions; amending Subsection 22.04.041(b) of the Code of Ordinances of the City of Lubbock by revising wastewater rates contained therein and providing an effective date for such; amending Subsection 22.06.051(b) of the Code of Ordinances of the City of Lubbock by revising Solid Waste landfill rates as contained therein; amending Subsection 22.03.084 of the Code of Ordinances of the City of Lubbock by revising water rates as contained therein and providing an effective date for such; accepting the budgets for Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation; finding that proper notice of meeting provided by law and ratifying such; providing for publication; and providing for a savings clause.

Item Summary

This is the first reading of the ordinance adopting the City's FY 2014-15 Operating Budget and Capital Program. The budget ordinance must be considered prior to consideration of the ordinance on the tax rate.

This ordinance incorporates the operating and capital budgets that have been proposed by the City Manager. The property tax rate in the proposed budget is $0.5274 per $100 valuation.

The following changes that impact the FY 2014-15 Proposed Operating Budget and Capital Program have occurred since the proposed budget was presented to the City Council on July 10, 2014:

General Fund
Increased Revenue: The certified values increased from the prelimary values and due to this change, property tax revenues for maintenance and operations increased by $936,223
Decreased Transfers: Due to the change in the start date of the new Storm Water rate structure, revenues decreased, so the franchise transfer from Storm Water to General Fund decreased $88,564
Decreased Expenses: The transfer to Citibus decreased by $105,616 due to the increase in the Demand Response Service revenue projection for Citibus.

The General Fund is not balanced at this time due to the additional revenues from the increase in the certified values and the decrease in the transfer to Citibus. The amount of revenues over expenses is $953,275. City staff is asking that the City Council provide direction on where they would like the additional revenue utilized in the FY 2014-15 budget.

Transit
Revenue for Demand Response Services has increased by $105,616, so the transfer from the General Fund has been lowered by $105,616.

Debt Service Fund
The City received the certified property values from the Lubbock Central Appraisal District and the adjusted tax levy was higher than original projections, so the Interest and Sinking Fund tax rate was lowered to $0.11425 per $100 value, which increased the property tax revenue by $163, and increased the bond sale charges expense by $163.

North Point Public Improvement District
There was a correction to the expense budget for the North Point Public Improvement District that decreased Professional Services/Training by $7,636.

Storm Water
Decreased Revenues: Due to the expected delay in implementing the new Storm Water rate structure, revenues from general consumption have decreased by $1,457,395.
Decreased Expenses: The transfer to Storm Water Capital Improvement Projects has decreased by $500,000 due to delaying the FEMA Restudy - Systems B,C,D capital project and the transfer to General Fund for the Franchise fee has decreased by $88,564 due to the decrease in revenues.

Economic Development Fund
The increase in the adjusted tax levy has increased the property tax revenue by $55,573 for economic development and increased the transfer to Market Lubbock, Inc. by $55,573.

Component Unit - Market Lubbock Inc.
Increased Revenues: The property tax revenue increased by $55,573 due to the increase in the tax levy.
Increased Expenses: Expenses increased for Special Projects by $55,573.

The following capital project has been revised subsequent to the completion and presentation of the FY 2014-15 Operating Budget and Capital Program. This change has been made in Exhibit D.

Storm Water Capital Program
8596 FEMA Restudy - Systems B,C,D
Appropriation ($500,000)
FY 2015 Storm Pay As You Go ($500,000)

The following budget amendments have been approved since the presentation of the FY 2014-15 Proposed Operating Budget and Capital Program:

General Fund
Approved at the July 10, 2014, City Council Meeting
Increase Appropriation - Non-Departmental Capital Outlay $1,262,500
Increase utilization of net assets $1,262,500

Approved at the July 24, 2014, City Council Meeting
Decrease Appropriation - City Attorney's Office - Compensation and Benefits ($14,316)
Increase Appropriation - City Prosecutor's Office - Compensation and Benefits $14,316

Approved at the July 24, 2014, City Council Meeting
Increase in Position Control - Increase City Prosecutors Office by one City Attorney I

General Fund Capital Program
Approved at the July 10, 2014, City Council Meeting

91190 City Hall Improvements
Decrease appropriation ($866,000)
Decrease FY 2013 General Fund Pay-As-You-Go ($166,000)
Decrease FY 2014 General Fund Pay-As-You-Go (700,000)

8592 Godeke Library Renovations
Increase appropriation $866,000
Increase FY 2013 General Fund Pay-As-You-Go $166,000
Increase FY 2014 General Fund Pay-As-You-Go 700,000

Airport Fund/General Fund
Approved at the July 24, 2014, City Council Meeting
Airport Fund - Decrease in Indirect Cost Allocation ($49,634)
General Fund - Decrease in Transfer from Airport Fund ($49,634)

Transit Grant
Approved at the July 10, 2014, City Council Meeting
Increase FY 2014 Section 5307 Grant $14,267
Increase Expenses $14,267

Municipal Court Special Revenue Fund
Approved at the February 27, 2014, City Council Meeting
Increase in Utilization of Net Assets $185,023
Increase in Professional Services $185,023

The ordinance will be placed on the Thursday September 11, 2014, City Council agenda for the second reading and adoption of the budget.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Ordinance

ORDINANCE NO._____

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR FISCAL YEAR 2014-15; APPROVING SUMMARY OF ESTIMATED AND FORECASTED REVENUES, APPROPRIATIONS, AND UTILIZATION OF NET ASSETS FOR ALL FUNDS OF THE CITY; PROVIDING FOR NECESSARY TRANSFERS OF FUNDS BETWEEN ACCOUNTS AND DEPARTMENTS, IF REQUIRED; AUTHORIZING REDUCTION OF SPENDING BY CITY MANAGER IF NECESSARY; PROVIDING FOR FILING OF ADOPTED BUDGET; ESTABLISHING CIVIL SERVICE CLASSIFICATIONS AND POSITIONS; APPROPRIATING FUNDS FOR THE FISCAL YEAR 2014-15 OPERATING BUDGET AND CAPITAL PROGRAM OF THE CITY OF LUBBOCK; APPROVING INCLUSION OF EQUIPMENT AND PROPERTY TO BE PURCHASED AS A PART OF THE MASTER LEASE PROGRAM; AUTHORIZING THE MAYOR TO APPROPRIATE CERTAIN FUNDING DURING A DULY DECLARED STATE OF DISASTER; APPROVING ALL PERMIT, LICENSE, FEES, AND CHARGES FOR SERVICE RECOMMENDED TO BE ADJUSTED; APPROVING THE PAY PLAN AND POSITIONS; AMENDING SUBSECTION 22.04.041(b) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING WASTEWATER RATES CONTAINED THEREIN AND PROVIDING AN EFFECTIVE DATE FOR SUCH; AMENDING SUBSECTION 22.06.051(b) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING SOLID WASTE LANDFILL RATES AS CONTAINED THEREIN; AMENDING SUBSECTION 22.03.084 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK BY REVISING WATER RATES AS CONTAINED THEREIN AND PROVIDING AN EFFECTIVE DATE FOR SUCH; ACCEPTING THE BUDGETS FOR LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, MARKET LUBBOCK, INC., CIVIC LUBBOCK, INC., AND VINTAGE TOWNSHIP PUBLIC FACILITIES CORPORATION; FINDING THAT PROPER NOTICE OF MEETING PROVIDED BY LAW AND RATIFYING SUCH; PROVIDING FOR PUBLICATION; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, the City Manager has prepared certain figures for the Fiscal Year 14-15 Proposed Operating Budget and Capital Program (Proposed Budget) and has submitted the same to the City Council; and

WHEREAS, the City Manager filed the Proposed Budget with the City Secretary for the fiscal year beginning October, 1, 2014; and

WHEREAS, the City Secretary posted notice that the Proposed Budget had been filed and a public hearing called thereon by the City Council at City Hall; and

WHEREAS, the City Council determined that the Proposed Budget, as revised, is appropriate and correct in all respects and that all requirements of the law have been satisfied; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to adjust the solid waste tipping fees, wastewater, and water collection rates within the City of Lubbock to reflect costs of service; NOW THEREFORE:

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

SECTION 1. THAT the budget proposed by the City Manager and filed with the City Secretary for fiscal year October 1, 2014 through September 30, 2015, which is attached hereto as Exhibit A, be and is hereby approved and adopted as the FY 2014-15 Adopted Operating Budget and Capital Program (Adopted Budget), and made a part of this ordinance for all purposes.

SECTION 2. THAT a summary of estimated and forecasted revenues, appropriations, and any utilization of net assets for all Funds of the City is hereby approved in all respects and is attached hereto as Exhibit B.

SECTION 3. THAT any necessary transfer of funds between accounts below the department level recommended by the City Manager for City purposes or as a result of unusual or unforeseen conditions during the administration of the Adopted Budget are hereby approved, however, any transfer of funds between departments shall be presented to the City Council for approval by ordinance before such funds can be transferred between funds or expended. A listing of transfers between funds that are included in the Adopted Budget are attached hereto as Exhibit C.

SECTION 4. THAT to the extent that actual revenues are projected to be less than the budgeted revenues, the City Manager is authorized to reduce spending as necessary in order to prevent expenditures from exceeding available revenue sources; and that in the event such action is taken, the City Manager shall immediately notify the City Council in writing with appropriate explanation.

SECTION 5. THAT all balances of appropriation in each fund, which support authorized obligations, or are encumbered at the close of business for the fiscal year ended September 30, 2014 are hereby declared to be re-appropriated into the Adopted Budget beginning October 1, 2014.

SECTION 6. THAT a copy of the Adopted Budget shall be filed with appropriate officials as required by law.

SECTION 7. THAT in accordance with Section 2.06.109 of the Code of Ordinances of the City of Lubbock, the civil service classifications and positions set forth in the Adopted Budget are hereby established by Ordinance.

SECTION 8. THAT the funding, as set forth in the Adopted Budget, and as also set forth in the Capital Program, are hereby appropriated by project and scope as set forth in the Capital Budget. A Capital Program Summary is attached hereto as Exhibit D.

SECTION 9. THAT any additional appropriation or the addition of capital projects shall be presented to the City Council for approval by ordinance before such funds can be expended. The appropriation for a project in the Capital Program shall continue in force until the purpose for which the appropriation was made has been accomplished or abandoned.

SECTION 10. THAT the inclusion of equipment and property to be purchased as a part of the Master Lease Program is hereby approved and the City Manager and/or Executive Director of Finance and/or his or her designee are hereby directed to execute any and all documents necessary to consummate such purchases as outlined in the Master Lease Vehicle Replacement Schedule, set forth on Exhibit E and in the Master Lease Equipment Replacement Schedule, set forth on Exhibit F.

SECTION 11. THAT during a duly declared state of disaster the Mayor may authorize up to $500,000 from the General Fund, to be reimbursed by state or federal funds, for expenditures related to widespread or severe damage, injury, or loss of property.

SECTION 12. THAT all fees, fines and charges for service recommended to be adjusted are approved as listed in Exhibit A.

SECTION 13. THAT the pay plan is approved as listed in Exhibit G. The amount of the compensation study market adjustments included at the fund level in Exhibit A is authorized to be spread across the related cost centers.

SECTION 14. THAT personnel is adopted as reflected in Exhibit H. Sworn Police Officers totaling 433 are authorized and funded.

SECTION 15: THAT Subsection 22.04.041(b) of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Section 22.04.041 Rates charged for wastewater service

(b) In addition to the base charge, the city, through the city manager, shall determine the volume of wastewater flow produced by each customer as described herein and each customer shall pay the wastewater volume rate per one thousand (1,000) gallons, which shall be as follows:

Flow rate: $2.45

The volume of wastewater flow produced by a single family residential customer and customers not required to meter as provided in section 22.04.042 of the Code of Ordinances of the City of Lubbock shall be determined by calculating the average water volume used as measured by the non-irrigation meter readings for the months of November, December, January and February. This volume shall be defined as the household based consumption (HBC), and it shall be updated for billing purposes in March of each year. In the event a residential customer or premises (i.e., a new premises) does not have a water consumption history for such months, a water volume of 7,000 gallons per month shall be utilized by default. The volume of wastewater flow produced by other customers shall be determined as

provided for in section 22.04.042 of the Code of Ordinances of the City of Lubbock.

SECTION 16: THAT the Wastewater 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 Wastewater Base Charge currently in effect shall remain in effect until the effective date of the Wastewater Volume Charge as set forth herein.

SECTION 17: THAT Subsection 22.06.051(b) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 22.06.051 Dumping–Must be at designated place; rates

(b) Persons desiring to dump such wastes as described above at the designated city landfill shall pay a charge per ton of waste dumped of thirty-two dollars and no cents ($32.00) plus any applicable surcharges effective October 1, 2014. Contaminated foodstuffs and asbestos containing wastes are considered special wastes and must be discharged, dumped or unloaded at the designated city landfill or at such other place as may be designated by the solid waste department. Persons desiring to dump contaminated foodstuffs and/or asbestos containing wastes at the city landfill shall pay an additional charge per ton of waste dumped of fifty-four dollars and seventeen cents ($54.17) plus any applicable surcharge for waste generated outside of the city.

SECTION 18: THAT Subsection 22.03.084 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Section 22.03.084 Rates charged for water service

(b) In addition to the base charge, the city, through the city manager, shall determine the volume of water flow produced by each customer as described herein and each customer shall pay the wastewater volume rate per one thousand (1,000) gallons, which shall be as follows:

Flow rate: Block 1 - $4.53; Block 2 - $6.18; Block 3 - $7.41.

SECTION 19: 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 until the effective date of the Water Volume Charge as set forth herein.

SECTION 20. THAT the proposed budgets of the following Component Units and Related Entities are accepted as presented by their Boards: Lubbock Economic Development Alliance, Market Lubbock, Inc., Civic Lubbock, Inc., and Vintage Township Public Facilities Corporation.

SECTION 21: THAT the City Council finds and declares that sufficient written notice of the date, hour, place and subject of this meeting of the Council was posted at a designated place convenient to the public at the City Hall for the time required by law preceding this meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents of posting hereof.

SECTION 22. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication as provided by law.

SECTION 23. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 24. THAT matters revised after the proposed budget was filed with the City Secretary are as follows:

General Fund	
Increased Revenue	
Property Taxes	$ 936,223
Decreased Revenue	
Storm Water Transfer in Lieu of Franchise Fee	$ (88,564)
Decreased Expenses	
Transfer to Citibus	$ (105,616)
Transit	
Revenue	
Demand Response Service	$ 105,616
City Transfer	$ (105,616)
Debt Service Fund	
Increased Revenue	
Ad Valorem Tax Collections	$ 163
Increased Expenses	
Bond Sale Charges	$ 163
North Point Public Improvement District	
Decreased Expenses	
Professional Services/Training	$ (7,636)
Decreased Utilization of Net Assets	$ (7,636)

Storm Water

Decreased Revenue

General Consumption	$ (1,457,395)

Decreased Expenses

Transfer to Storm Water CIP	$ (500,000)
Transfer Payment in Lieu of Franchise Fee	$ (88,564)

Economic Development Fund

Increased Revenues

Property Tax	$ 55,573

Increased Expenses

Market Lubbock, Inc.	$ 55,573

Market Lubbock

Increased Revenues

Property Tax	$ 55,573

Increased Expenses

Special Projects	$ 55,573

Capital Program

Storm Water Capital Program

8596 FEMA Restudy - Systems B,C,D

Appropriation	$ (500,000)
FY 2015 Storm Water Pay-As-You-Go	$ (500,000)

FY 2013-14 Operating Budget and Capital Program Amendments

Amendments not included in the FY 2014-15 Proposed Operating Budget and Capital Program

General Fund

Approved at the July 10, 2014, City Council Meeting:

Increased Expenses

Non-Departmental Capital Outlay	$ 1,262,500

Approved at the July 24, 2014, City Council Meeting:

Decreased Expenses

City Attorney's Office - Compensation & Benefits	$ (14,316)

Increased Expenses

City Prosecutor's Office - Compensation & Benefits	$ 14,316

Approved at the July 24, 2014, City Council Meeting:
Increase in Position Control
Increase City Prosecutor Office by one City Attorney I

General Fund Capital Program

Approved at the July 10, 2014, City Council Meeting:

91190	City Hall Improvements	
	Appropriation	$ (866,000)
	FY 2014 General Fund Pay-As-You-Go	$ (700,000)
	FY 2013 General Fund Pay-As-You-Go	$ (166,000)
8592	Godeke Library Renovations	
	Appropriation	$ 866,000
	FY 2014 General Fund Pay-As-You-Go	$ 700,000
	FY 2013 General Fund Pay-As-You-Go	$ 166,000

Transit Grant

Approved at the July 24, 2014, City Council Meeting:

Increased FY 14 Section 5307 Grant	$14,267
Increased Expenses	$14,267

Municipal Court Special Revenue Fund

Approved at the February 27, 2014, City Council Meeting:

Increased Utilization of Net Assets	$ 185,023
Increased Expenses	
Professional Services	$ 185,023

Airport Fund/General Fund

Approved at the July 24, 2014, City Council Meeting:

Airport Fund

Decreased Expenses	
Indirect Cost Allocation	$ (49,634)

General Fund

Decreased Transfer In	
Transfers from Airport Fund	$ (49,634)

AND IT IS SO ORDERED

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

VOTING FOR PASSAGE: VOTING AGAINST PASSAGE:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Council members present but not voting: _____

Council members absent: _____

****

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

VOTING FOR PASSAGE: VOTING AGAINST PASSAGE:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Council members present but not voting: _____

Council members absent: _____

****

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy L. Sims
Deputy City Attorney-Transactional

Budget Ord 14-15 1st Reading

Exhibit B - All Funds Summary

		Budget FY 2014-15
General Fund Revenue Sources		
Taxes		
Property Tax	$	51,124,066
Delinquent Taxes		851,650
Sales Tax		60,461,433
Mixed Beverage Sales Tax		-
Mixed Beverage Tax		1,155,000
Bingo Tax		267,140
Suddenlink		1,230,360
Xcel Energy		1,613
South Plains Electric Cooperative		550,000
Atmos		1,355,850
West Texas Gas		3,750
Telecom Right of Way		1,715,100
Development Services		186,559
General Government		68,561
City Secretary		305,048
Public Safety		1,063,061
Public Works		52,900
Public Health		14,010
Animal Shelter		130,000
Cultural/Recreational		1,029,184
Museum		226,650
Licenses and Permits		2,807,540
Intergovernmental		345,972
Fines and Forfeitures		3,280,000
Interest Earnings		-
Rental		9,580
Recoveries of Expenditures		803,934
Other		504,850
Transfers from Special Revenue Funds		299,720
Transfers from LP&L		10,298,612
Transfers from Water Fund		10,022,947
Transfers from Wastewater Fund		4,290,297
Transfers from Solid Waste		2,663,891
Transfers from Airport Fund		1,648,486
Transfers from Stormwater		2,796,432
Transfers from Hotel/Motel		-
Transfers from LEDA		-
Other Transfers		-
Total General Fund Revenue	**$**	**161,564,196**

Exhibit B - All Funds Summary

		Budget FY 2014-15
General Fund Appropriation Units		
Administrative Services:		
City Attorney	$	2,031,063
City Council		276,735
City Manager		1,041,595
City Secretary		1,110,392
Facilities Management		3,062,974
Finance		2,650,028
Human Resources		502,101
Internal Audit		381,144
Non-departmental		6,999,465
Public Information		520,529
Administrative Services Appropriation		18,576,026
Community Services:		
Building Inspection		1,779,039
Planning		611,395
Community Services Appropriation		2,390,434
Cultural and Recreation Services:		
Library		3,431,142
Museums		920,019
Parks		9,766,769
Cultural and Recreation Appropriation		14,117,931
Public Works:		
Engineering		1,324,902
Streets		2,932,706
Traffic		3,577,640
Public Works Appropriation		7,835,248
Public Safety Health Services:		
Animal Services		1,918,047
Codes and Environmental Health		2,303,441
Fire		44,460,777
Municipal Court		1,626,710
Police		58,758,485
Public Health		817,424
Vector Control		402,614
Public Safety & Health Services Appropriation		110,287,497
Other Appropriation:		
Transfers		5,599,235
Payroll Accrual/Other Adjustments		1,804,549
Other Appropriation		7,403,784
Total General Fund Appropriation	**$**	**160,610,921**

Exhibit B - All Funds Summary

	Budget FY 2014-15
Debt Service Fund Revenue Sources	
Tax Collection	$ 15,236,428
Unallocated Bond Interest	1,942
Interest on Investments	-
HUD 108 Loan Program	-
Transfer from North Overton TIF	3,185,024
Transfer from CBD TIF	304,192
Transfer from Hotel Tax Fund	97,328
Transfer from Gateway	8,290,373
Transfer from Stormwater (Street Maintenance)	5,309,575
Subsidy on BABs	425,859
Total Debt Service Fund Revenue	32,850,720
Utilization of Net Assets	-
Debt Service Fund Expenditures	
General Obligation Bonds	14,800,710
North Overton TIF	3,211,032
CBD TIF	307,459
Gateway	8,414,142
Stormwater (Street Maintenance)	5,309,575
Hotel Tax	97,328
HUD 108 Loan Program	-
Fiscal Agent Fees	6,800
Bond Sale Charges	175,137
Transfer to Civic Centers	528,538
Total Debt Service Appropriation	32,850,720
Fleet Services Fund	
Total Fleet Service Fund Revenue	1,510,284
Utilization of Net Assets	-
Total Fleet Service Appropriation	1,461,033
Health Benefits Fund	
Total Health Benefits Fund Revenue	30,303,396
Utilization of Net Assets	165,366
Total Health Benefits Appropriation	30,468,762
Information Technology Fund	
Total Information Technology Fund Revenue	11,177,926
Total Information Technology Appropriation	11,176,119
Investment Pool Fund	
Total Investment Pool Fund Revenue	187,500
Total Investment Pool Appropriation	186,378
Print Shop and Warehouse Fund	
Total Print Shop and Warehouse Fund Revenue	707,194
Total Print Shop and Warehouse Appropriation	707,194
Risk Management Fund	
Total Risk Management Fund Revenue	6,028,598
Utilization of Net Assets	116,269
Total Risk Management Fund Appropriation	6,144,867
Airport Fund	
Total Airport Fund Revenue	10,590,483
Utilization of Net Assets	19,956
Total Airport Fund Appropriation	10,610,440
Cemetery Fund	
Total Cemetery Fund Revenue	423,000
Transfer from General Fund	354,618
Utilization of Net Assets	-
Total Cemetery Fund Appropriation	777,618

Exhibit B - All Funds Summary

	Budget FY 2014-15
Civic Centers Fund	
Total Civic Center Fund Revenue	$ 618,000
Transfer from General Fund	444,972
Transfer from HOT Fund	1,808,106
Transfer from Debt Service Fund	528,538
Utilization of Net Assets	184,741
Total Civic Center Fund Appropriation	3,584,357
Lake Alan Henry Fund	
Total Lake Alan Henry Fund Revenue	456,200
Utilization of Net Assets	54,213
Total Lake Alan Henry Fund Appropriation	510,413
Lubbock Power and Light Fund	
Total Lubbock Power and Light Fund Revenue	240,356,388
Utilization of Net Assets	-
Total Lubbock Power and Light Fund Appropriation	240,146,860
Solid Waste Utility Fund	
Total Solid Waste Utility Fund Revenue	21,448,804
Utilization of Net Assets	1,426,715
Total Solid Waste Utility Fund Appropriation	22,875,518
Storm Water Utility Fund	
Total Storm Water Utility Fund Revenue	23,950,523
Utilization of Net Assets	-
Total Storm Water Utility Fund Appropriation	22,640,129
Transit Fund	
Total Transit Fund Revenue	9,795,383
Transfer from General Fund	1,789,153
Utilization of Net Assets	-
Total Transit Fund Appropriation	11,584,536
Wastewater Utility Fund	
Total Wastewater Utility Fund Revenue	36,869,641
Utilization of Net Assets	1,333,630
Total Wastewater Utility Fund Appropriation	38,203,271
Water Utility Fund	
Total Water Utility Fund Revenue	79,761,686
Utilization of Net Assets	1,361,304
Total Water Utility Fund Appropriation	81,122,990
Abandoned Vehicle Fund	
Total Abandoned Vehicle Fund Revenue	570,000
Utilization of Net Assets	-
Total Abandoned Vehicle Fund Appropriation	570,000
Animal Assitance Program	
Total Animal Assistance Program Fund Revenue	130,000
Utilization of Net Assets	-
Total Animal Assistance Program Fund Appropriation	130,000
Cable Services Fund	
Total Cable Services Fund Revenue	575,896
Total Cable Services Fund Appropriation	575,896
Central Business District TIF Fund	
Total Central Business District TIF Fund Revenue	771,640
Utilization of Net Assets	-
Total Central Business District TIF Fund Appropriation	580,528
Community Development Fund	
Total Community Development Fund Revenue	2,820,886
Total Community Development Fund Appropriation	2,820,886
Criminal Investigation Fund	
Total Criminal Investigation Fund Revenue	-
Utilization of Net Assets	-
Total Criminal Investigation Fund Appropriation	-

Exhibit B - All Funds Summary

	Budget FY 2014-15
Department of Justice Asset Sharing	
Total Department of Justice Asset Sharing Revenue	$ -
Utilization of Net Assets	-
Total Department of Justice Asset Sharing Appropriation	-
Economic Development Fund	
Total Economic Development Fund Revenue	3,096,497
Total Economic Development Fund Appropriation	3,096,497
Emergency Management Grant Fund	
Total Emergency Management Grant Fund Revenue	435,164
Total Emergency Management Grant Fund Appropriation	435,164
Gateway Streets Fund	
Total Gateway Streets Fund Revenue	7,812,901
Utilization of Net Assets	505,052
Total Gateway Streets Fund Appropriation	8,317,953
Hotel Occupancy Tax Fund	
Total Hotel Motel Tax Fund Revenue	7,153,744
Utilization of Net Assets	-
Total Hotel Motel Tax Fund Appropriation	7,153,744
Lubbock Business Park TIF	
Total Lubbock Business Park TIF Revenue	428,096
Total Lubbock Business Park TIF Appropriation	16,921
Lubbock Economic Development Alliance Fund	
Total Lubbock Economic Development Alliance Fund Revenue	5,496,494
Total Lubbock Economic Development Alliance Fund Appropriation	5,496,494
Municipal Court Fund	
Total Municipal Court Fund Revenue	239,349
Utilization of Net Assets	55,879
Total Municipal Court Fund Appropriation	295,228
North and East Lubbock Neighborhood and Infrastructure Fund	
Total North and East Lubbock Neighborhood Fund Revenue	469,264
Total North and East Lubbock Neighborhood Fund Appropriation	469,264
North Overton Public Improvement District Fund	
Total North Overton Public Improvement District Fund Revenue	575,694
Utilization of Net Assets	-
Total North Overton Public Improvement Improvement District Fund Appropriation	542,448
North Overton Tax Increment Fund	
Total North Overton Tax Increment Fund Revenue	4,029,254
Utilization of Net Assets	-
Total North Overton Tax Increment Fund Appropriation	4,029,254
North Point Public Improvement District Fund	
Total North Pointe Public Improvement District Fund Revenue	93,156
Utilization of Net Assets	205,883
Total North Pointe Public Improvement Improvement District Fund Appropriation	299,039
Quincy Park Public Improvement District Fund	
Total Quincy Park Public Improvement District Fund Revenue	71,509
Utilization of Net Assets	-
Total Quincy Park Public Improvement District Fund Appropriation	63,463
Valencia Public Improvement District Fund	
Total Valencia Public Improvement District Fund Revenue	7,718
Total Valencia Township Public Improvement District Fund Appropriation	7,185
Vintage Township Public Improvement District Fund	
Total Vintage Township Public Improvement District Fund Revenue	184,580
Total Vintage Township Public Improvement District Fund Appropriation	184,580

Exhibit B - All Funds Summary

	Budget FY 2014-15
Lubbock Economic Development Alliance	
Total Lubbock Economic Development Alliance Revenue	$ 7,980,242
Utilization of Net Assets	-
Total Lubbock Economic Development Alliance Appropriation	7,980,242
Market Lubbock, Inc.	
Total Market Lubbock, Inc. Revenue	2,999,147
Utilization of Net Assets	887,706
Total Market Lubbock Inc. Appropriation	3,886,853
Market Lubbock, Inc. - Visit Lubbock, Inc.	
Total Market Lubbock, Inc. - Visit Lubbock, Inc. Revenue	2,809,702
Utilization of Net Assets	158,479
Total Market Lubbock Inc. - Visit Lubbock, Inc. Appropriation	2,968,181
Market Lubbock, Inc. - Sports Authority	
Total Market Lubbock, Inc. - Sports Authority Revenue	1,154,117
Utilization of Net Assets	27,967
Total Market Lubbock Inc. - Sports Authority Appropriation	1,182,084
Civic Lubbock, Inc	
Total Civic Lubbock, Inc. Revenue	1,849,836
Utilization of Net Assets	45,500
Total Civic Lubbock, Inc. Appropriation	1,895,336
Vintage Township Public Facilities Corporation	
Total Vintage Township Public Facilities Corporation Revenue	164,580
Utilization of Net Assets	-
Total Vintage Township Public Facilities Corporation Appropriation	164,580

Exhibit C - Transfers Summary

To	From	Description	Amount
Airport Capital Projects Fund	Airport Enterprise Fund	Airport Pay-as-you-go Capital	$ 565,000
Aiport Capital Project Fund	Customer Facility Charge Fund	CFC Pay-as-you-go Capital	1,050,000
Airport Enterprise Fund	Airport PFC Fund	Airport PFC Debt Service	1,656,463
Civic Center Enterprise Fund	General Fund	Civic Center Operations	444,972
Civic Center Enterprise Fund	Hotel Occupancy Tax Fund	Civic Center Operations/Marketing	1,808,106
Civic Center Enterprise Fund	Debt Service Fund	Debt Service Payment	528,538
Civic Center Capital Project Fund	Hotel Occupancy Tax Fund	CIP Pay-as-you-go Capital	100,000
Cemetery Enterprise Fund	General Fund	Civic Center Operations	354,618
Debt Service Fund	Central Business District TIF	Debt Service Payment	300,691
Debt Service Fund	Gateway Streets Fund	Debt Service Payment	8,290,373
Debt Service Fund	Hotel Occupancy Tax Fund	Debt Service Payment	97,328
Debt Service Fund	North Overton TIF	Debt Service Payment	3,185,024
Debt Service Fund	Stormwater Enterprise Fund	Debt Service Payment	5,309,575
Emergency Management	General Fund	Grant Match	314,457
Gateway Streets Capital Project Fund	Gateway Streets Fund	CIP Pay-as-you-go Capital	50,000
Gateway Streets Fund	Lubbock Power & Light	Payment in Lieu of Franchise Fee	4,576,194
General Fund	Abandoned Vehicle	Master Lease Payment	299,720
General Fund	Airport Enterprise Fund	Aircraft Rescue Fire Fighting (ARFF)	1,462,784
General Fund	Airport Enterprise Fund	Indirect Cost	185,702
General Fund	Lubbock Power & Light	Payment in Lieu of Franchise Fee	6,864,290
General Fund	Lubbock Power & Light	Payment in Lieu of Property Tax	2,288,097
General Fund	Lubbock Power & Light	Indirect Cost	1,146,225
General Fund	Solid Waste Enterprise Fund	Cost of Business	1,287,447
General Fund	Solid Waste Enterprise Fund	Indirect Cost	313,977
General Fund	Solid Waste Enterprise Fund	Paved/Unpaved Streets	652,334
General Fund	Solid Waste Enterprise Fund	Payment in Lieu of Property Tax	410,133
General Fund	Stormwater Enterprise Fund	Payment in Lieu of Franchise Fee	1,435,531
General Fund	Stormwater Enterprise Fund	Indirect Cost	230,829
General Fund	Stormwater Enterprise Fund	Playa Lake	292,850
General Fund	Stormwater Enterprise Fund	Payment in Lieu of Property Tax	837,222
General Fund	Wastewater Enterprise Fund	Payment in Lieu of Franchise Fee	2,212,178
General Fund	Wastewater Enterprise Fund	Indirect Cost	410,340
General Fund	Wastewater Enterprise Fund	Payment in Lieu of Property Tax	1,667,779
General Fund	Water Enterprise Fund	Payment in Lieu of Franchise Fee	4,785,701
General Fund	Water Enterprise Fund	Indirect Cost	867,009
General Fund	Water Enterprise Fund	Paved Streets	733,216
General Fund	Water Enterprise Fund	Payment in Lieu of Property Tax	3,637,021
General Facilities Capital Project Fund	General Fund	General Fund Pay-as-you-go Capital	2,142,000
General Facilities Capital Project Fund	Hotel Occupancy Tax Fund	CIP Pay-as-you-go Capital	469,809
Grant Fund	Transit	Grant Funds	1,139,409
Lubbock Power & Light	Solid Waste Enterprise Fund	Utility Collections	822,446
Lubbock Power & Light	Stormwater Enterprise Fund	Utility Collections	822,446
Lubbock Power & Light	Wastewater Enterprise Fund	Utility Collections	1,904,524
Lubbock Power & Light	Water Enterprise Fund	Utility Collections	1,904,524
Lubbock Power & Light	Water Enterprise Fund	Water Dispatch and Software Transfer to LP&L	85,122
Lubbock Power & Light Capital Project Fund	Lubbock Power & Light	LP&L Pay-as-you-go Capital	10,839,900
North Overton TIF	Hotel Occupancy Tax Fund	North Overton TIF	625,000
Parks Capital Project Fund	General Fund	General Fund Pay-as-you-go Capital	19,035
Public Works Capital Project Fund	General Fund	General Fund Pay-as-you-go Capital	250,000
Solid Waste Capital Project Fund	Solid Waste Enterprise Fund	Solid Waste Pay-as-you-go Capital	312,500
Public Safety Capital Project Fund	General Fund	General Fund Pay-as-you-go Capital	285,000
Stormwater Capital Projects Fund	Stormwater Enterprise Fund	Stormwater Pay-as-you-go Capital	750,000
Transit Enterprise Fund	General Fund	Transit Operations	1,789,153
Vintage Township PFC	Vintage Township PID	Debt Service Payment	164,580
Wastewater Enterprise Fund	Solid Waste Enterprise Fund	Environmental Compliance	29,694
Wastewater Enterprise Fund	Water Enterprise Fund	Environmental Compliance	29,694
Wastewater Capital Projects Fund	Wastewater Enterprise Fund	Wastewater Pay-as-you-go Capital	682,149
Water Capital Projects Fund	Water Enterprise Fund	Water Pay-as-you-go Capital	1,522,219
Water Enterprise Fund	Lake Alan Henry Fund	Lake Alan Henry Debt Service	131,438

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2014-15
8070	Video Inspection of Storm Water Infrastructure	$ 3,600,000	-
8524	Canyon Lake System Reuse Study	2,219,800	-
8529	Airport Demolition	365,500	-
8531	Land Application Optimization	400,000	-
8532	Supplemental Water Supply for LAH	1,300,000	-
8534	FEMA Restudy - System G	500,000	-
8536	Facility Demolition	982,748	150,000
8537	Gateway Streets ROW Coordination	500,000	50,000
8538	Project Archaeology	1,000,000	-
8543	Lake Alan Henry Repairs/Maintenance	7,505,889	-
8545	Concrete Drainage Channel Repairs	615,000	250,000
8550	Golf Course Improvements	463,525	53,400
8552	Airfield Asphalt Repair	1,600,000	5,000,000
8555	Sanitary Sewer Manhole Adjustments	500,000	-
8556	Tank Rehabilitation at the Water Treatment Plant	900,000	-
8563	Sign Upgrades and Replacement	498,634	150,000
8571	Quaker/Erskine/Loop 289 Interchange	3,655,160	-
8577	Environmental Assessments for Gateway Projects	650,000	-
8579	Wastewater Direct Reuse Evaluation	300,000	-
8583	Milwaukee Bridges: Marsha Sharp Freeway and Spur 327	52,567	-
8584	Padmount Transformer Repair	100,000	200,000
8585	Air Switch Replacement	72,000	100,000
8586	Digital Orthophotography FY 2013-14	100,000	-
8587	Water System Master Plan and Model Update	500,000	400,000
8588	Aquifer Storage and Recovery Evaluation	200,000	-
8589	North Quaker/Erskine/North Loop 289	51,161	-
8590	Cooke Station Outage - Short Term	500,000	900,000
8591	Massengale Station Outage - Medium Term	350,000	1,325,000
8592	Godeke Library Renovations	866,000	-
8593	Consolidated Rental Car Facility Design	-	1,050,000
8594	Coliseum Parking Lot Seal Coat	-	100,000
8595	Storm Water Master Plan	-	500,000
8596	FEMA Restudy - Systems B,C,D	-	-
8597	Wastewater Indirect Reuse Evaluation	-	250,000
8598	Brackish Wellfield Evaluation	-	200,000
9395	GIS System Improvement	2,394,006	-
90055	Water Facilities Security Improvements	1,921,000	-
90095	North University Enhancement Project	1,728,278	-
90311	Fiber Optic Communication	720,000	-
90346	Lift Station Rehabilitation	2,085,000	-
91003	Bailey County Wellfield Improvements	4,985,583	14,000,000
91007	Comprehensive Water Line Changeouts	4,519,040	-
91032	Water Treatment Plant Improvements	9,402,000	-

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2014-15
91033	Pumping System Improvements	$ 1,906,875	500,000
91034	Water Line Replacement	2,444,000	500,000
91035	Water Lines Ahead of Street Paving	3,922,000	250,000
91038	Sewer Line Replacement	2,030,000	400,000
91039	Sewer Lines Ahead of Street Paving	3,125,000	460,000
91040	Sewer Tap Replacements	4,985,000	300,000
91042	Water Reclamation Plant Replacements	3,625,000	300,000
91049	Water Meter Replacements	3,755,000	450,000
91083	Land Application Production and Monitoring Wells	1,100,000	150,000
91162	Library Renovations	2,145,000	-
91169	Park Pavilions	1,463,601	382,686
91170	Park Playground Replacement	3,826,041	848,685
91190	City Hall Improvements	1,128,500	410,000
91195	Civic Center Renovation	9,134,288	-
91220	Major Repairs at Fire Facilities	2,595,009	300,000
92132	Solid Waste/Fleet Infrastructure	148,517	-
92141	Substation Relay Upgrade	405,000	350,000
92144	Buddy Holly Center	1,050,000	89,809
92167	Lubbock Business Center Various Renovations	940,000	-
92169	Irrigation Automation & Control Systems	2,857,960	-
92171	LAH Water Treatment Plant and Terminal Reservoir	60,700,000	-
92172	Traffic Signals/Controllers	1,400,000	300,000
92174	Northwest Lubbock and Maxey Park Project	41,950,000	18,000,000
92175	Storm Water Repair and Replacement	1,100,000	-
92178	South Lubbock Sanitary Sewer System Expansion Phase 1	26,500,000	400,000
92191	Airport Facility Improvements	2,600,000	475,000
92197	Tie Line Transformer Replacement	6,500,000	-
92210	McAlister Park Cut and Fill Master Plan	3,125,000	-
92216	Traffic Signal Upgrades	4,750,000	-
92217	34th Street Reconstruction - Quaker Avenue to Avenue Q	22,557,200	-
92221	Northwest Water Reclamation Plant	22,800,000	53,000,000
92227	Underground Utilities	4,300,000	3,000,000
92238	Facility Maintenance Fund	750,000	200,000
92240	Citywide Fuel System Upgrades	994,283	-
92241	Vehicle Purchase	1,598,000	-
92248	Street Maintenance Program	37,644,368	9,766,635
92249	SEWRP Solids Handling Facility Improvements	45,000,000	1,000,000
92252	Corrosion and Odor Control Center Pilot Project	250,000	-
92253	Locate and Replace Water Valves	1,900,000	350,000
92254	North Overton TIF Public Improvements	747,031	-
92255	BCWF Supply Line/Pumping System	26,500,000	-
92259	Multi-Company Fire Station No. 19	4,378,084	-

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2014-15
92262	Cemetery Permanent Improvements	$ 71,375	-
92263	Garden and Arts Center Renovations	433,500	-
92265	Erskine - MLK to East Loop 289	1,500,000	-
92266	Upgrade 800 MHz Radio System to P25 Compliance	6,565,000	3,400,000
92273	Substation Land Acquisition	2,065,000	2,000,000
92279	Pump Station Emergency Electric Generators	7,500,000	-
92280	LAH Wildlife Mitigation Area Improvements	250,000	-
92282	Downtown Redevelopment Underground	995,000	1,000,000
92283	Massengale 6 & 7 Cooling Tower Replacement	5,930,000	-
92284	Runway 17R/35L Rehab Construction	1,945,505	-
92285	Runway 17R/35L Rehab Design	2,451,278	-
92286	Glenna Goodacre Boulevard Extension	500,000	-
92287	Llano Estacado Lake Improvements	880,381	-
92288	Hoel Park Walking Track	380,000	-
92289	98th Street - University Avenue to US 87	6,375,300	4,000,000
92293	Cooke 1 Hydrogen Cooler Replacement	90,000	-
92296	Refurbish Cooke Startup Transformer	200,000	-
92303	Cooke CEMS Replacement	600,000	-
92307	Animal Shelter Expansion	1,200,000	100,000
92308	Landfill Improvements	75,000	-
92309	Permitting and Land Use System	660,000	-
92310	South Lubbock Sanitary Sewer System Expansion Phase II	3,000,000	16,000,000
92311	SEWRP Emergency Generator and Switch Gear	1,950,000	-
92312	Bailey County Wellfield Disinfection System	1,000,000	2,500,000
92313	Pump Station Disinfection System	1,000,000	-
92318	Major Sanitary Sewer Mains Rehabilitation	1,500,000	6,000,000
92319	Transmission Loop	7,300,000	-
92320	Substation Breaker Replacements	850,000	500,000
92322	Erskine Street - Indiana Avenue to Quaker Avenue	800,000	-
92323	Facility Renovations/Upgrades	1,835,370	185,000
92324	Document Management System	231,574	-
92325	Runway 17R/35L Construction Phase II	26,522,369	-
92326	Auditorium Air Handler Unit Replacement	432,000	-
92327	Mose Hood Park Restroom	300,000	-
92328	Aztlan Mural Shelter	135,000	-
92329	Codes and Environmental Health Software Replacement	250,000	-
92330	69kV Transmission Line Reconductoring	100,000	500,000
92331	Fiberoptic Communications	250,000	-
92332	GIS System Improvements	250,000	500,000
92333	Cooke Station Outage - Long Term	1,250,000	-
92334	Massengale Station Outage - Long Term	850,000	400,000
92335	Brandon Station Outage - Short Term	3,500,000	900,000

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2014-15
92337	FY 2013-14 Distribution Transformers	$ 2,400,000	-
92338	FY 2013-14 Service Distribution	200,000	-
92341	Overhead Fault Indicators	105,000	100,000
92343	FY 2013-2014 Vehicle Purchase	1,419,000	-
92344	Distribution Line Equipment	100,000	-
92345	15kV System Reconductor or Rebuild	75,000	150,000
92348	New Fire Station No. 1	330,000	4,765,000
92349	Communications System Expansion	350,000	350,000
92350	Southside Office Building Expansion	275,380	-
92351	Office/Warehouse Facility Renovation - Wastewater	1,250,000	-
92353	South Lubbock Water Treatment Plant Expansion	1,000,000	-
92354	Electrical Distribution Oil Contact Recloser Units	250,000	-
92355	Office/Warehouse Facility Replacement - Water	1,250,000	-
92357	Cooke Station Outage - Medium Term	750,000	-
92358	City Hall Elevator Installation	-	667,000
92359	Facility Roof Replacements	-	172,000
92360	Burgess Rushing Tennis Center (East Annex)	-	19,035
92361	Leftwich Park Development	-	111,303
92362	Buddy Holly Center Renovations Phase II	-	380,000
92363	Patterson Branch Library Renovations	-	700,000
92364	Lewis Ball Field Complex Facility Improvements	-	82,446
92365	Lakewood Development	-	566,192
92366	Emergency Operations Center	-	658,800
92367	Municipal Square Renovations	-	725,000
92368	LFD Maintenance Shop A/C Installation	-	285,000
92369	Police Department New Facility	-	10,200,000
92370	Transportation Improvements	-	250,000
92371	Runway 17R/35L Construction Phase III	-	14,310,057
92372	Aircraft Rescue & Fire Fighting Facility	-	900,000
92373	Dispatch Control Room Upgrade/Remodel	-	500,000
92374	69kV Line Rebuild-Coop to Slaton	-	3,000,000
92375	Oliver Substation Transformer Capacity Upgrade	-	2,500,000
92376	Massengale Station Outage - Short Term	-	900,000
92377	Brandon Station Outage - Medium Term	-	750,000
92378	FY 2014-2015 Street Lights	-	750,000
92379	Quaker Storm Water Project - Feeder Rebuild	-	300,000
92380	Northwest Substation Feeder Circuits	-	200,000
92381	Indiana URD Cable Replacement	-	3,000,000
92382	Substation Perimeter Alarms	-	100,000
92383	Mobile Substation	-	2,500,000
92384	FY 2014-2015 Distribution Transformers	-	1,500,000
92385	FY 2014-2015 Service Distribution	-	200,000
92386	FY 2014-2015 Underground Electric	-	1,750,000
92387	FY 2014-2015 Overhead Lines	-	1,500,000

Exhibit D - Capital Program Summary

Project Number	Project Name	Appropriation to Date	Appropriation FY 2014-15
92388	FY 2014-15 Vehicles and Equipment	$ -	1,457,000
92389	Milwaukee Autotransformer	-	2,400,000
92390	Cell 5 Development 2252	-	1,177,048
92391	Landfill 69 Shop Renovation	-	312,500
92392	Replacement Water Well at 69	-	40,000
92393	Cell VI Final Expansion at 69	-	35,000
92394	Street Intersection Drainage Improvements	-	50,000
92395	Wastewater Vehicle Replacement	-	282,149
92396	Bailey County Wellfield Data Radios	-	250,000
92397	Pump Station 10	-	1,000,000
92398	Water Vehicle Replacement	-	322,219
Total Appropriation		**$ 532,461,680**	**217,013,964**

Exhibit D - Capital Program Summary

Funding Source		Funding to Date	FY 2014-15
1991 Electric Light & Revenue Bonds	$	82,543	-
2001 General Obligation Bonds		483,504	-
2001 LP&L Revenue Bonds		115,917	
2003 General Obligation Bonds		16,496	
2003 Tax and Waterworks Revenue Certificates of Obligation		3,217,713	
2004 Tax and Waterworks Certificates of Obligation		60,000	
2005 General Obligation Bonds		136,606	
2005 Wastewater Revenue Certificates of Obligation		2,069,766	
Airport Fund Pay-As-You-Go		865,500	
Civic Center Capital Project Fund		432,000	
Federal Grant Funding		29,197,036	13,689,049
FY 2006 Airport Revenue Certificates of Obligation		37,594	-
FY 2006 LP&L Certificates of Obligation		67,853	-
FY 2006 Tax Supported Certificates of Obligation		685,255	-
FY 2006 Wastewater Revenue Certificates of Obligation		2,480,885	-
FY 2006 Water Revenue Certificates of Obligation		6,770,255	-
FY 2007 10-year Tax Supported Certificates of Obligation		555,000	-
FY 2007 10-Year Wastewater Revenue Certificates of Obligation		1,547,699	-
FY 2007 Airport Revenue Certificates of Obligation		161,502	-
FY 2007 General Obligation Bonds		5,651	-
FY 2007 Storm Water Revenue Certificates of Obligation		1,101,896	-
FY 2007 Tax Supported Revenue Certificates of Obligation		840,880	-
FY 2007 TIF Revenue Certificates of Obligation		29,175	-
FY 2007 Wastewater Revenue Certificates of Obligation		154,284	-
FY 2007 Water Revenue Certificates of Obligation		2,750,802	-
FY 2008 10-Year Water Revenue Certificates of Obligation		679,392	-
FY 2008 General Obligation Bonds		421	-
FY 2008 LP&L Certificates of Obligation		190,789	-
FY 2008 Storm Water Revenue Certificates of Obligation		600,000	-
FY 2008 Tax Supported Revenue Certificates of Obligation		573,396	-
FY 2008 TIF Revenue Certificates of Obligation		676,105	-
FY 2008 Wastewater Revenue Certificates of Obligation		7,711,490	50,580
FY 2008 Water Revenue Certificates of Obligation		5,217,637	-
FY 2009 10-Year Water Revenue Certificates of Obligation		3,945,350	-
FY 2009 Gateway Streets Revenue Certificates of Obligation		3,064,802	586,621
FY 2009 General Fund Pay-As-You-Go		185,951	-
FY 2009 General Obligation Bonds		1,109,288	-
FY 2009 LP&L Certificates of Obligation		600,006	-
FY 2009 LP&L Pay-As-You-Go		327,000	-
FY 2009 Solid Waste Pay-As-You-Go		15,317	-
FY 2009 Storm Water Pay-As-You-Go		613,000	-
FY 2009 Storm Water Revenue Certificates of Obligation		1,600,000	-
FY 2009 Tax Supported Revenue Certificates of Obligation		840,399	-
FY 2009 TIF Revenue Certificates of Obligation		41,731	-

Exhibit D - Capital Program Summary

Funding Source		Funding to Date	FY 2014-15
FY 2009 Wastewater Pay-As-You-Go	$	1,100,000	-
FY 2009 Water Revenue Certificates of Obligation		1,971,000	-
FY 2010 10-Year Wastewater Revenue Certificates of Obligation		767,209	-
FY 2010 10-Year Water Revenue Certificates of Obligation		1,384,485	-
FY 2010 Airport Pay-As-You-Go		413,498	-
FY 2010 CBD TIF Revenue Certificates of Obligation		27,852	-
FY 2010 Gateway Streets Revenue Certificates of Obligation		3,129,778	473,852
FY 2010 General Fund Pay-As-You-Go		44,824	-
FY 2010 General Obligation Bonds		14,815,074	-
FY 2010 LP&L Certificates of Obligation		1,247,716	-
FY 2010 LP&L Pay-As-You-Go		5,470,489	-
FY 2010 Storm Water Pay-As-You-Go		100,000	-
FY 2010 Storm Water Revenue Certificates of Obligation		1,525,000	-
FY 2010 TIF Revenue Certificates of Obligation		20	-
FY 2010 Wastewater Pay-As-You-Go		335,000	-
FY 2010 Wastewater Revenue Certificates of Obligation		3,007,725	-
FY 2010 Water Revenue Certificates of Obligation		78,290,706	-
FY 2011 10-Year Certificates of Obligation		9,201,970	-
FY 2011 10-Year Wastewater Revenue Certificates of Obligation		750,000	-
FY 2011 10-Year Water Revenue Certificates of Obligation		9,022,000	-
FY 2011 Airport Pay-As-You-Go		762,406	-
FY 2011 CBD TIF Revenue Certificates of Obligation		1,500,000	-
FY 2011 Gateway Streets Revenue Certificates of Obligation		1,270,372	-
FY 2011 General Fund Pay-As-You-Go		1,883,839	-
FY 2011 General Obligation Bonds		5,125,000	-
FY 2011 LP&L Pay-As-You-Go		3,480,693	-
FY 2011 PFC Revenue Certificates of Obligation		453,470	-
FY 2011 Solid Waste Revenue Certificates of Obligation		-	1,177,048
FY 2011 Storm Water Pay-As-You-Go		750,000	-
FY 2011 Storm Water Revenue Certificates of Obligation		2,972,225	-
FY 2011 Tax Supported Revenue Certificates of Obligation		2,235,239	-
FY 2011 Wastewater Pay-As-You-Go		545,000	-
FY 2011 Wastewater Revenue Certificates of Obligation		13,266,435	250,000
FY 2011 Water Revenue Certificates of Obligation		10,484,053	-
FY 2012 10-Year Certificates of Obligation		9,339,999	-
FY 2012 10-Year Wastewater Revenue Certificates of Obligation		500,000	-
FY 2012 10-Year Water Revenue Certificates of Obligation		2,200,000	-
FY 2012 Airport Pay-As-You-Go		775,000	-
FY 2012 General Fund Pay-As-You-Go		72,190	-
FY 2012 General Obligation Bonds		10,615,210	-
FY 2012 LP&L Pay-As-You-Go		2,512,000	-
FY 2012 Storm Water Pay-As-You-Go		1,000,000	-
FY 2012 Storm Water Revenue Certificates of Obligation		33,925,918	-
FY 2012 Tax Supported Revenue Certificates of Obligation		1,630,284	-

Exhibit D - Capital Program Summary

Funding Source		Funding to Date	FY 2014-15
FY 2012 Transfer from Cemetery Fund	$	71,375	-
FY 2012 Wastewater Pay-As-You-Go		75,000	-
FY 2012 Wastewater Revenue Certificates of Obligation		9,271,659	4,254
FY 2012 Water Revenue Certificates of Obligation		13,334,257	-
FY 2013 10-Year Certificates of Obligation		2,825,000	-
FY 2013 10-Year LP&L Revenue Bonds		5,270,000	-
FY 2013 10-Year Tax Revenue Certificates of Obligation		9,604,072	-
FY 2013 10-Year Wastewater Revenue Certificates of Obligation		2,450,000	-
FY 2013 Airport Pay-As-You-Go		775,000	-
FY 2013 CBD TIF Pay-As-You-Go		800,000	-
FY 2013 General Fund Pay-As-You-Go		1,363,964	-
FY 2013 General Obligation Bonds		7,975,000	-
FY 2013 LP&L Pay-As-You-Go		112,000	-
FY 2013 LP&L Revenue Bonds		1,500,000	-
FY 2013 Solid Waste Pay-As-You-Go		75,000	-
FY 2013 Storm Water Pay-As-You-Go		820,000	-
FY 2013 Storm Water Revenue Certificates of Obligation		5,253,961	-
FY 2013 Tax Supported Revenue Certificates of Obligation		1,260,632	-
FY 2013 Wastewater Pay-As-You-Go		695,000	-
FY 2013 Wastewater Revenue Certificates of Obligation		32,099,779	-
FY 2013 Water Pay-As-You-Go		220,000	-
FY 2014 10-Year Certificates of Obligation		3,490,000	-
FY 2014 10-Year LP&L Revenue Certificates of Obligation		3,500,000	-
FY 2014 10-Year Tax Revenue Certificates of Obligation		9,922,300	-
FY 2014 10-Year Wastewater Revenue Certificates of Obligation		1,226,517	-
FY 2014 10-Year Water Revenue Certificates of Obligation		1,150,000	-
FY 2014 Airport Pay-As-You-Go		775,000	-
FY 2014 CBD TIF Revenue Certificates of Obligation		2,472,148	-
FY 2014 Fleet Pay-As-You-Go		200,000	-
FY 2014 Gateway Streets Revenue Certificate of Obligation		1,560,348	-
FY 2014 General Fund Pay-As-You-Go		5,355,807	-
FY 2014 LP&L Pay-As-You-Go		7,691,000	-
FY 2014 LP&L Revenue Bonds		10,400,000	-
FY 2014 PFC Revenue Certificates of Obligation		2,638,446	-
FY 2014 Solid Waste Revenue Certificates of Obligation		275,380	-
FY 2014 Storm Water Pay-As-You-Go		350,000	-
FY 2014 Tax Supported Revenue Certificates of Obligation		2,993,163	-
FY 2014 Wastewater Pay-As-You-Go		109,504	-
FY 2014 Wastewater Revenue Certificates of Obligation		40,923,565	-
FY 2014 Water Pay-As-You-Go		750,000	-
FY 2014 Water Revenue Certificates of Obligation		5,187,128	-
FY 2015 10-Year Certificates of Obligation		-	3,400,000
FY 2015 10-Year LP&L Revenue Bonds		-	2,075,000
FY 2015 10-Year Tax Revenue Certificates of Obligation		-	10,066,635

Exhibit D - Capital Program Summary

Funding Source		Funding to Date	FY 2014-15
FY 2015 10-Year Wastewater Revenue Certificates of Obligation	$	-	600,000
FY 2015 10-Year Water Revenue Certificates of Obligation		-	950,000
FY 2015 Airport Pay-As-You-Go		-	565,000
FY 2015 Airport Revenue Certificates of Obligation		-	5,000,000
FY 2015 CBD TIF Revenue Certificates of Obligation		-	3,000,000
FY 2015 CFC Fund Pay-As-You-Go		-	1,050,000
FY 2015 Gateway Pay-As-You-Go		-	50,000
FY 2015 Gateway Streets Revenue Certificates of Obligation		-	2,939,527
FY 2015 General Fund Pay-As-You-Go		-	2,696,035
FY 2015 LP&L Pay-As-You-Go		-	10,839,900
FY 2015 LP&L Revenue Bonds		-	18,500,000
FY 2015 PFC Revenue Certificates of Obligation		-	1,431,008
FY 2015 Solid Waste Pay-As-You-Go		-	312,500
FY 2015 Solid Waste Revenue Certificates of Obligation		-	35,000
FY 2015 Storm Water Pay-As-You-Go		-	750,000
FY 2015 Storm Water Revenue Certificates of Obligation		-	18,050,000
FY 2015 Tax Supported Revenue Certificates of Obligation		-	19,582,112
FY 2015 Wastewater Pay-As-You-Go		-	682,149
FY 2015 Wastewater Revenue Certificates of Obligation		-	76,955,166
FY 2015 Water Pay-As-You-Go		-	1,522,219
FY 2015 Water Revenue Certificates of Obligation		-	18,250,000
Gateway Capital Project Fund		3,655,160	-
General Capital Project Fund		744,565	53,400
General Fund Pay-As-You-Go		520,009	-
Grant Funding		15,000	-
Hotel/Motel Funds		4,125,000	569,809
Internal Service Fund Pay-As-You-Go		35,000	-
LAH Repair/Replacement Fund		505,889	-
LP&L Capital Project Fund		-	817,100
LP&L Pay-As-You-Go		290,000	-
Public Works Capital Project Fund		200,000	-
Radio Shop Fund Pay-As-You-Go		222,435	-
Solid Waste Capital Project Fund		-	40,000
Solid Waste Utility Pay-As-You-Go		98,200	-
Storm Water Utility Pay-As-You-Go		598,000	-
Transfer from Solid Waste Capital Project Fund		259,683	-
TxDOT Participation		582,006	-
Wastewater Capital Project Fund		1,473,483	-
Wastewater Pay-As-You-Go		450,000	-
Water Utility Pay-As-You-Go		103,680	-
Total Funding	**$**	**532,461,680**	**217,013,964**

Exhibit E - Master Lease Vehicle Replacement Schedule

	No. of Items	Life	Replacement	Cost
GENERAL FUND				
Building Inspection	1	7	1/2 Ton Ext Cab Pickup	$ 21,905
Fire Equip Maintenance	1	5	SUV - Tahoe	35,000
Fire Equip Maintenance	1	10	Quint	750,000
Fire Equip Maintenance	1	10	Platform	1,250,000
Park Maintenance	1	7	Backhoe w/ 12" & 18" Buckets	90,000
Park Maintenance	1	7	Flatbed Truck	110,000
Park Maintenance	1	10	4 Wheel Drive Tractor w/ Front-end Loader and Boxblade	49,000
Park Maintenance	1	10	4 Wheel Drive Tractor w/ Front-end Loader and Boxblade	49,000
Park Maintenance	1	7	3/4 Ton Crew Cab	26,565
Park Maintenance	1	7	3/4 Ton Chassis, Standard Cab, Single Rear Wheel	27,942
Park Maintenance	1	7	1 Ton Flat Bed	31,022
Park Maintenance	1	7	3/4 Ton Chassis, Standard Cab, Single Rear Wheel	27,942
Park Maintenance	1	7	3/4 Ton Ext Cab Pickup	23,168
Park Maintenance	1	7	3/4 Ton Ext Cab Pickup	23,268
Park Maintenance	1	7	3/4 Ton Ext Cab Pickup	23,268
Park Maintenance	1	7	3/4 Ton Ext Cab Pickup	23,268
Park Maintenance	1	7	3/4 Ton Ext Cab Pickup	23,268
Park Maintenance	1	7	3/4 Ton Chassis, Standard Cab, Single Rear Wheel	27,942
Park Maintenance	1	7	3/4 Ton Ext Cab Pickup	23,268
Patrol	1	10	Cajun 2100 Boat	50,000
Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
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Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
Patrol	1	5	Patrol SUV	51,487
Police Investigations	1	5	4-Door Sedan	32,311
Police Investigations	1	5	1/2 Ton Pickup	33,631
Police Special Ops	1	5	4-Door Sedan	32,311
Police Special Ops	1	5	4-Door Sedan	32,311
Police Special Ops	1	5	4-Door Sedan	32,311
Police Training	1	5	3/4 Ton Ext Cab Pickup	33,631
Police Training	1	5	4-Door Sedan	32,311
Street Drainage	1	7	1/2 Ton Ext Cab Pickup	21,905
Streets	1	10	Pressure Washer	5,040
Streets	1	7	3/4 Ton Ext Cab 4 x 4 Herbicide Sprayer	87,000
Streets	1	7	3/4 Ton Utitily Bed	36,383
Streets	1	10	Heavy Duty Trailer	14,289
Streets	1	10	12 CY Dump Truck	253,500
Traffic Operations	1	10	Concrete Saw Walk Behind	5,000
Traffic Operations	1	10	Concrete Saw Walk Behind	5,000

Traffic Operations	1	10	20k GVWR Truck w/ Utility	110,000
Traffic Operations	1	7	1 Ton Pickup w/Utility and Crane	50,000
Traffic Operations	1	7	1 Ton Pickup Crew Cab 4x4	29,000
Traffic Operations	1	10	Welder Trailer Complete	12,000
Traffic Operations	1	10	50' Pole Trailer For Signal Arms	35,000
Traffic Operations	1	7	Backhoe & Trailer	115,000
Vector Control	1	7	ULV Fogger	17,000
Vector Control	1	7	Mid-size Pickup	23,904
				$ 4,918,865
ENTERPRISE FUNDS				
Alley Maintenance	1	10	Grader	271,000
Alley Maintenance	1	10	12 yd Dump Truck W/Snow Plow	242,025
Alley Maintenance	1	10	Salt Spreader	22,900
Cemetery	1	7	Backhoe	85,000
Fleet Services	1	7	Large SUV	33,000
Inmate Clean-Up	1	7	ExMark ZRT 72" Mower	15,000
Inmate Clean-Up	1	7	1 Ton Crew Cab Pickup	30,429
Landfill	1	7	Compactor	575,000
Landfill	1	7	1/2 Ton Ext Cab Pickup 4x4	26,000
Landfill	1	7	Water Truck	180,000
Landfill	1	10	All Wheel Drive Motor Grader	300,000
Landfill	1	10	Kubota MX 7040, 4 Wheel Drive w/ 12 Foot Flex Wing	55,000
Landfill	1	10	Roll-off Truck	154,335
Landfill	1	7	Scraper Rebuild	555,000
Landfill	1	10	Off Road Dump Truck 25 CY	375,000
Landfill	1	7	1 Ton Crew Cab with Utility Bed 4x4	35,000
Landfill	1	10	Versa-Vac	29,000
Recycling Collection	1	5	Skid Steer Loader	38,080
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	3	Sideloader	170,000
Residential Collection	1	7	3/4 Ton 4X4 Pick-Up	25,673
Storm Sewer Maintenance	1	10	S330 Bobcat	90,000
Storm Water	1	7	1/2 Ton Crew Cab Pickup 4x4	26,759
Street Cleaning	1	7	Sweeper	260,820
Street Cleaning	1	10	12 cy Dump Truck W/Snow Plow	230,500
Wastewater Collection	1	1	Vac-Con Truck	320,000
Water Dist & Maint	1	7	INTL 440 SBA Crew Truck	100,800
Water Dist & Maint	1	7	Case Backhoe 580 SM	95,000
Water Dist & Maint	1	7	1 Ton Valve Truck	90,000
Water Reservior	1	7	Backhoe	85,000
Water Treatment	1	10	Forklift	69,000
				$ 6,285,321
INTERNAL SERVICE FUNDS				
Risk Administration	1	7	1/2 Ton Pickup 4x4	$ 24,338
				$ 24,338
SPECIAL REVENUE FUNDS				
Community Development	1	7	1/2 Ton Pickup	$ 21,905
				$ 21,905
TOTAL ALL FUNDS				**$ 11,250,429**

Exhibit F - Master Lease Equipment Replacement Schedule

INTERNAL SERVICE FUNDS	No. of Items	Life	Replacement Request	Replacement Cost
Information Technology	288	3	Desktops for Workstation Replacement	172,800
Information Technology	27	3	Laptops for Workstation Replacement	27,000
Information Technology	19	3	Docked Laptops	22,800
Information Technology	14	3	GIS Workstations	37,800
Information Technology	117	2	Toughbook	491,400
Information Technology	1	5	Storage Area Network	220,000
Information Technology	6	2	Servers	99,996
Information Technology	2	5	Core Networks	50,000
Information Technology	10	5	Core/Edge Netwroks	50,000
Radio Shop	60	3	XG75 Portable Radio	175,501
TOTAL INTERNAL SERVICE FUNDS				1,347,297
TOTAL EQUIPMENT REPLACEMENT				$ 1,347,297

Exhibit G - MAG Unified Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
101	$ 14,516.00	18,000.00	22,500.00
102	15,242.00	18,900.00	23,625.00
103	16,004.00	19,845.00	24,806.00
104	16,804.00	20,837.00	26,047.00
105	17,644.00	21,879.00	27,349.00
111	23,645.00	29,320.00	36,650.00
112	24,828.00	30,786.00	38,483.00
113	26,069.00	32,325.00	40,407.00
114	27,372.00	33,942.00	42,427.00
115	28,741.00	35,639.00	44,548.00
116	30,178.00	37,421.00	46,776.00
117	31,687.00	39,292.00	49,115.00
118	33,271.00	41,256.00	51,570.00
119	34,935.00	43,319.00	54,149.00
120	36,682.00	45,485.00	56,856.00
121	38,516.00	47,759.00	59,699.00
122	40,441.00	50,147.00	62,684.00
123	42,463.00	52,655.00	65,818.00
124	44,587.00	55,287.00	69,109.00
125	46,816.00	58,052.00	72,565.00
126	49,157.00	60,954.00	76,193.00
127	51,615.00	64,002.00	80,003.00
128	54,195.00	67,202.00	84,003.00
129	56,905.00	70,562.00	88,203.00
130	59,750.00	74,090.00	92,613.00

Exhibit G - MAG Unified Pay Plan

Pay Grade	Minimum	Midpoint	Maximum
131	$ 62,738.00	77,795.00	97,244.00
132	65,875.00	81,685.00	102,106.00
133	69,169.00	85,769.00	107,211.00
134	72,627.00	90,057.00	112,572.00
135	76,258.00	94,560.00	118,200.00
136	80,071.00	99,288.00	124,110.00
137	84,075.00	104,253.00	130,316.00
138	88,278.00	109,465.00	136,832.00
139	92,692.00	114,939.00	143,673.00
140	97,327.00	120,686.00	150,857.00
141	102,193.00	126,720.00	158,400.00
142	107,303.00	133,056.00	166,320.00
143	112,668.00	139,709.00	174,636.00
144	118,302.00	146,694.00	183,368.00
145	124,217.00	154,029.00	192,536.00
146	130,428.00	161,730.00	202,163.00
147	136,949.00	169,817.00	212,271.00
148	143,796.00	178,307.00	222,884.00
149	150,986.00	187,223.00	234,029.00
150	158,535.00	196,584.00	245,730.00

Exhibit G - Police Pay Plan

Steps	Annual Cadet PNCSP	Annual Entry Level I PNCE1	Annual Entry Level II PNCE2	Annual Patrol Officer PCS1	Annual Corporal PCS2	Annual Sergeant PCS3	Annual Lieutenant PCS4	Annual Captain PCS5	Annual Asst. Chief PCS6
A	$ 44,300.00	45,483.36	47,875.36	50,752.00	63,822.72	69,885.00	81,294.00	91,984.00	103,601.00
B				53,894.88	64,987.52	73,009.00	84,644.00	96,254.00	112,599.00
C				57,191.68	66,254.24	76,273.00	88,132.00	100,723.00	122,378.00
D				60,850.40					

Steps	Hourly Cadet PNCSP	Hourly Entry Level I PNCE1	Hourly Entry Level II PNCE2	Hourly Patrol Officer PCS1	Hourly Corporal PCS2	Hourly Sergeant PCS3	Hourly Lieutenant PCS4	Hourly Captain PCS5	Hourly Asst. Chief PCS6
A	$ 21.298	21.867	23.017	24.400	30.684	33.599	39.084	44.223	49.808
B				25.911	31.244	35.100	40.694	46.276	54.134
C				27.496	31.853	36.670	42.371	48.425	58.836
D				29.255					

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a police officer for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as an officer with the City of Lubbock, whether interrupted or uninterrupted, and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

All employees start at Entry Level I, grade PNC(E1). Employees progress to Entry Level II, grade PNC(E2) upon 12 months of continuous service with the Lubbock Police Department at Entry Level I. Employees progress to grade PCS1 upon six months of continuous service with the Lubbock Police Department at Entry Level II. Police Officers then progress through steps in PCS1 annually. Progress from Step A to Step C in the other grades requires two years in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Note: A probationary period of 18 months begins on the first day of employment with the department as a classified employee unless the employee is already certified as a Peace Officer by Texas Commission of Law Enforcement Officer Standards and Education at that time. In this case the probationary period is 12 months. Upon completion of 12 months, a certified Peace Officer attains Civil Service status and receives longevity pay; however the employee does not advance to Police Officer, PCS1 until completion of 6 months as Entry Level II as indicated above.

Biweekly rate = Hourly rate * 80. Annual rate = Biweekly rate * 26. Monthly rate = Annual rate / 12.
All conversions are approximate.

Exhibit G - Fire Pay Plan (40 Hour Shifts)

Steps	Probationary Fire Fighter FNCS1	Fire Fighter FCS1	Equipment Operator FCS2	Lieutenant FCS3	Captain FCS4	Battalion Chief FCS5	Division Chief FCS6	Deputy Chief FCS7
1	$ 46,698.08	49,533.12	66,998.88	72,579.52	81,163.68	93,323.36	103,877.28	110,674.72
2		50,363.04	67,308.80	72,974.72	81,768.96	94,053.44	104,295.36	112,124.48
3		51,195.04	67,616.64	73,367.84	82,376.32	94,783.52	104,713.44	113,576.32
4		52,027.04	67,926.56	73,765.12	82,981.60	95,517.76	105,131.52	115,028.16
5		52,859.04	68,236.48	74,158.24	83,586.88	96,247.84	105,549.60	116,477.92
6		53,691.04	68,544.32	74,553.44	84,194.24	96,980.00	105,967.68	117,927.68
7		54,520.96	68,854.24	74,946.56	84,799.52	97,710.08	106,385.76	119,381.60
8		76,155.04	69,162.08	75,341.76	85,408.96	98,444.32	106,805.92	
9		56,187.04	69,472.00	75,739.04	86,014.24	99,174.40	107,221.92	
10		57,016.96	69,779.84	76,132.16	86,621.60	99,906.56		
11		57,848.96	70,089.76	76,527.36	87,226.88	100,636.64		
12		58,683.04	70,399.68	76,920.48	87,834.24			
13		59,512.96	70,707.52	77,315.68	88,439.52			
14		60,344.96	71,017.44	77,708.80				
15		61,179.04	71,327.36	78,106.08				
16		62,008.96	71,635.20					
17		62,840.96	71,943.04					
18		63,672.96						
19		64,504.96						
20		65,336.96						

Steps	Hourly Probationary Fire Fighter FNCS1	Hourly Fire Fighter FCS1	Hourly Equipment Operator FCS2	Hourly Lieutenant FCS3	Hourly Captain FCS4	Hourly Battalion Chief FCS5	Hourly Division Chief FCS6	Hourly Deputy Chief FCS7
1	$ 22.451	23.814	32.211	34.894	39.021	44.867	49.941	53.209
2		24.213	32.360	35.084	39.312	45.218	50.142	53.906
3		24.613	32.508	35.273	39.604	45.569	50.343	54.604
4		25.013	32.657	35.464	39.895	45.922	50.544	55.302
5		25.413	32.806	35.653	40.186	46.273	50.745	55.999
6		25.813	32.954	35.843	40.478	46.625	50.946	56.696
7		26.212	33.103	36.032	40.769	46.976	51.147	57.395
8		26.613	33.251	36.222	41.062	47.329	51.349	
9		27.013	33.400	36.413	41.353	47.680	51.549	
10		27.412	33.548	36.602	41.645	48.032		
11		27.812	33.697	36.792	41.936	48.383		
12		28.213	33.846	36.981	42.228			
13		28.612	33.994	37.171	42.519			
14		29.012	34.143	37.360				
15		29.413	34.292	37.551				
16		29.812	34.440					
17		30.212	34.588					
18		30.612						
19		31.012						
20		31.412						

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a fire fighter with the City of Lubbock, whether interrupted or uninterrupted, and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters advance through each step annually in FCS1 until reaching the 20th step. Progression through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Biweekly rate=Hourly rate*106. Annual rate=Biweekly rate*26. All conversions are approximate.

Exhibit G - Fire Pay Plan (Kelly Shifts)

Steps	Probationary Fire Fighter FNCS1	Fire Fighter FCS1	Equipment Operator FCS2	Lieutenant FCS3	Captain FCS4	Battalion Chief FCS5	Division Chief FCS6	Deputy Chief FCS7
1	$ 44,197.97	46,876.80	63,410.05	68,693.30	76,815.23	88,321.53		
2		47,667.78	63,702.18	69,065.36	77,391.24	89,016.04		
3		48,453.24	63,994.32	69,440.18	77,964.48	89,707.80		
4		49,238.70	64,286.46	69,814.99	78,537.73	90,399.56		
5		50,029.67	64,581.35	70,187.05	79,110.98	91,094.07		
6		50,815.13	64,873.48	70,561.87	79,684.23	91,785.82		
7		51,600.59	65,165.62	70,933.93	80,257.48	92,477.58		
8		52,391.56	65,457.76	71,308.74	80,833.48	93,169.34		
9		53,177.02	65,752.65	71,680.80	81,406.73	93,861.09		
10		53,962.48	66,044.78	72,052.86	81,979.98	94,552.85		
11		54,753.45	66,336.92	72,424.92	82,553.22	95,247.36		
12		55,538.91	66,629.06	72,799.74	83,129.23			
13		56,324.37	66,921.19	73,174.56	83,705.23			
14		57,115.34	67,213.33	73,546.62				
15		57,900.80	67,505.46	73,921.43				
16		58,686.26	67,800.36					
17		59,477.24	68,092.49					
18		60,262.70						
19		61,048.16						
20		61,839.13						

Steps	Hourly Probationary Fire Fighter FNCS1	Hourly Fire Fighter FCS1	Hourly Equipment Operator FCS2	Hourly Lieutenant FCS3	Hourly Captain FCS4	Hourly Battalion Chief FCS5	Hourly Division Chief FCS6	Hourly Deputy Chief FCS7
1	$ 16.037	17.009	23.008	24.925	27.872	32.047		
2		17.296	23.114	25.060	28.081	32.299		
3		17.581	23.220	25.196	28.289	32.550		
4		17.866	23.326	25.332	28.497	32.801		
5		18.153	23.433	25.467	28.705	33.053		
6		18.438	23.539	25.603	28.913	33.304		
7		18.723	23.645	25.738	29.121	33.555		
8		19.010	23.751	25.874	29.330	33.806		
9		19.295	23.858	26.009	29.538	34.057		
10		19.580	23.964	26.144	29.746	34.308		
11		19.867	24.070	26.279	29.954	34.560		
12		20.152	24.176	26.415	30.163			
13		20.437	24.282	26.551	30.372			
14		20.724	24.388	26.686				
15		21.009	24.494	26.822				
16		21.294	24.601					
17		21.581	24.707					
18		21.866						
19		22.151						
20		22.438						

Progression in each pay grade is based on seniority in that pay grade. Seniority is defined as the total time of employment as a fire fighter for the City of Lubbock. Time-off for disciplinary suspension does not constitute a loss of seniority time, nor does it constitute a break in service. The time involved in "move-up" is also not included. It does mean all years of service as a fire fighter with the City of Lubbock, whether interrupted or uninterrupted, and not merely the last continuous period of service. Seniority credit shall be figured to five decimal places.

Employees who successfully complete one (1) year as Probationary Fire Fighter move to grade FCS1. Fire Fighters advance through each step annually in FCS1 until reaching the 20th step. Progression through the steps in the other grades also requires one year in each step. However, if the anniversary date occurs during the last half of the pay period, the increase does not become effective until the beginning of the next pay period.

Kelly shift rate (k)=Biweekly rate (40 hour)/112. Annual rate=Biweekly rate*26. All conversions are approximate.

Exhibit H - Position Control Summary

	Budget FY 2014-15
Administrative Services	
City Attorney	16
City Council	-
City Manager	7
City Secretary	12
Facilities Management	16
Finance	30
Human Resources	6
Internal Audit	3
Public Information	7
Total Administrative Services	97
Community Services	
Building Inspection	24
Planning	7
Total Community Services	31
Cultural and Recreation Services	
Library	36
Museums	8
Parks	81
Total Cultural and Recreation Svcs	125
Public Works	
Engineering	17
Streets	36
Traffic	37
Total Public Works	90
Public Safety and Health Services	
Animal Services	24
Codes and Environmental Health	32
Fire	429
Municipal Courts	20
Police	545
Public Health	13
Vector Control	6
Total Public Safety and Health Services	1,069
TOTAL	1,412

Exhibit H - Position Control Summary

	Budget FY 2014-15
Internal Service Funds	
Fleet	18
Health Benefits	3
Information Technology	44
Investment Pool	1
Print Shop/Warehouse	6
Risk Management	6
Total Internal Service Funds	78
Enterprise Funds	
Airport	48
Cemetery	7
Civic Centers	27
Lake Alan Henry	1
Lubbock Power and Light	303
Solid Waste	112
Storm Water	38
Wastewater	76
Water	170
Total Enterprise Funds	782
Special Revenue Funds	
Community Development	14
Economic Development	-
Emergency Management	5
Gateway Streets	-
Juvenile Case Manager	-
Municipal Court	2
Total Special Revenue Funds	21
TOTAL CITY FUNDS	2,293

Special City Council Meeting **3. 6.**

Meeting Date: 09/04/2014

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider an ordinance setting the tax rate and levying a tax upon all property subject to taxation with the City of Lubbock for 2014; apportioning said levy among the various funds and items for which revenue must be raised; fixing the times in which said taxes shall be paid and assessing penalty and interest for nonpayment of such taxes within the time provided.

Item Summary

This is the first reading of the ordinance adopting and levying the tax rate for 2014. Prior to considering the ordinance adopting the levying of the tax rate, the City Council must consider the ordinance adopting the budget. The first reading of the ordinance adopting the budget is item 3.5 on today's agenda. The September 11, 2014, City Council agenda will include the second reading and adoption of the tax rate ordinance. The property tax is proposed at $0.5274 per $100 valuation. The tax rate is distributed as follows:

General Fund Maintenance and Operations	$0.39000
Interest and Sinking Fund	0.11425
Economic Development	0.02315

Fiscal Impact

The General Fund Maintenance and Operations tax rate will generate $51,124,066; the Interest and Sinking Fund tax rate will generate $14,976,730; and the Economic Development tax rate will generate $3,034,672.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Tax Rate Ordinance

ORDINANCE NO. _____

AN ORDINANCE SETTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF LUBBOCK, TEXAS, FOR THE YEAR 2014; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED; FIXING THE TIMES IN WHICH SAID TAXES SHALL BE PAID AND ASSESSING PENALTY AND INTEREST FOR NONPAYMENT OF SUCH TAXES WITHIN THE TIME PROVIDED.

WHEREAS, after all notices have been given and hearings held as provided by law, the City Council has determined the tax rate necessary to produce the revenue necessary to operate the affairs of the City of Lubbock for the next fiscal year; NOW THEREFORE:

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

SECTION 1. THAT there shall be levied and assessed upon all property subject to taxation within the City of Lubbock, Texas, for the year 2014 the sum of $0.52740 per One Hundred and No/100s Dollars ($100.00) valuation thereof and the same shall be applied to the various funds in the following manner:

$0.11425 per $100 valuation to the Interest and Sinking Fund.

$0.39000 per $100 valuation to the General Fund; and

$0.02315 per $100 valuation to the Economic Development Fund.

SECTION 2. THAT all ad valorem taxes shall be paid before the first day of February 2015, and taxes not paid by that time shall be increased by such penalty and interest as is provided by Chapter 18 of the Code of Ordinances of the City of Lubbock.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 8.07 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $25.30

(Based on the comparison of the Maintenance and Operations Tax Rate which is the total of the General Fund rate and Economic Development Fund rate above, and the Effective Maintenance and Operations Tax Rate adjusted for Sales Tax)

AND IT IS SO ORDERED

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

VOTING FOR PASSAGE: VOTING AGAINST PASSAGE:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Council members present but not voting: _____

Council members absent: _____

****

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

VOTING FOR PASSAGE: VOTING AGAINST PASSAGE:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

Council members present but not voting: _____

Council members absent: _____

****

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy L. Sims
Deputy City Attorney-Transactional

Tax Rate Ordinance 14-15
8.28.14

Special City Council Meeting **3. 7.**

Meeting Date: 09/04/2014

Information

Agenda Item

Ordinance 1st Reading - Finance: Consider an Ordinance 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.

Item Summary

This is the first reading of the ordinance adopting the change in the Storm Water rate structure. Notice of the public hearing was published in the legal notices section of the Lubbock Avalanche Journal on three occasions: Monday, August 4, 2014; Friday, August 15, 2014; and Friday, August 29, 2014. The public hearing was held prior to this item.

The new structure will be based on impervious area rather than on a per water meter basis. Residential customers will be placed into one of four tiers based on impervious area assessed on a per-residential unit basis. Non-residential customers will be assessed on impervious area on a per-property basis.

The FY 2014-15 Proposed Operating Budget and Capital Program included the change in the Storm Water rate structure.
The rate structure change is necessary in order to provide a more equitable system for billing based on impervious area.

Fiscal Impact

The fiscal impact of the item will not be known until the rates are set by the City Council.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget
Keith Smith, Director of Public Works

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 22 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, 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 DRAINING CHARGES AS SET FORTH IN ORDINANCE NO. 2011-O0080; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendments to Chapter 22 of the Code of Ordinances of the City of Lubbock; NOW, THEREFORE,

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

SECTION 1. THAT Section 22.07.001 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.07.001 Findings

The city council of the City of Lubbock has found and does find that:

(1) The City of Lubbock will provide drainage to protect the public health and safety in the service area from loss of life and property caused by surface water overflows, surface water stagnation, and pollution arising from nonpoint source runoff for all real property in the proposed service area on payment of drainage charges, except real property exempted under Sections 552.053 or 580.003 of the Texas Local Government Code; and

(2) The City of Lubbock will offer drainage service on nondiscriminatory, reasonable and equitable terms.

(3) The City of Lubbock shall prescribe an Impervious Area basis on which the municipal drainage utility system is funded, and fees in support of the system may be assessed, levied and collected. As it relates to this charge, Impervious Area is defined as a surface which has become compacted or covered with a layer of material to the extent that it is resistant to infiltration by water. Impervious Area includes, but is not limited to, compacted soils, graveled surfaces subject to motorized vehicular traffic, walkways, buildings, parking lots, pavement, and ingress/egress driveways. Impervious Area shall not include sidewalks located in the public right-of-way. For purposes of this definition a "walkway" is a pedestrian way in the interior of a lot or tract that is not located in the public right-of-way.

(4) The City of Lubbock shall establish a schedule of drainage charges against all non-exempt real property located in the proposed service area, based on classification of the property as Residential or Non-Residential.

For the purposes of this Article, the following terms are defined:

(a) Residential Property is a tract of real property, upon which is located as the primary structure, a one-family dwelling unit or a two-family dwelling unit, as those terms are defined in Section 40.01.003(58) and (59), including all impervious surfaces located on said real property.

(b) Non-Residential Property is a contiguous tract of real property under common ownership, and not Residential Property, except property exempt pursuant to Sections 552.053 or 580.003 of the Texas Local Government Code.

(5) As it relates to the requirements of Section 552.053 of the Texas Local Government Code, charges shall initiate:

(a) for Residential Property, at such time the City of Lubbock building official has completed all required inspections and approved the property for release; or

(b) for Non-Residential Property, at such time an original "Certificate of Occupancy" has been issued by the City of Lubbock pursuant to Article 28.06 of the Code of Ordinances.

SECTION 2. THAT Section 22.07.002 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Section 22.07.002 Adoption of state law; creation of utility

The provisions of Subchapter C of Chapter 552 of the Texas Local Government Code are hereby adopted by the City of Lubbock. The City of Lubbock shall have full authority to operate a municipal drainage utility system pursuant to Subchapter C, Chapter 552, Texas Local Government Code; Article 11, Section 5, of the Texas Constitution; and the charter of the City of Lubbock, Texas. The drainage of the city is hereby declared to be a public utility.

SECTION 3. THAT Section 22.07.005 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.07.005 Billing; delinquent charges; discontinuation of other service

(1) All billings, credits, exemptions and other procedures, including penalties for delinquent payments, shall be as specified in Chapter 552, Subchapter C, Texas Local Government Code.

(2) Penalties and procedures for collection as are used for other utility billings by the City of Lubbock, where not in conflict with Chapter 552, Subchapter C, Texas Local Government Code, are hereby adopted for use as rules of the municipal drainage utility.

(3) Pursuant to Texas Local Government Code, Section 552.050, failure by a user of the municipal utilities within the service area to pay the charges when due shall subject such user to discontinuance of any utility services provided by the municipality.

SECTION 4. THAT Section 22.07.006 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.07.006 Schedule of drainage charges

(1) Drainage charges shall be set in accordance with Texas Local Government Code, Section 552.047, and shall be based on classifications directly related to drainage on and from the property. Revenue collected from the Stormwater Utility will be used solely to provide drainage to real property located within the service area.

(2) Drainage charges shall be in accordance with a schedule of charges adopted by resolution of the city council following a public hearing, as required by Section 552.045 of the Texas Local Government Code. Said resolution shall be placed on file at the office of the city secretary following passage, and made available upon request to the public. Such charges may be changed, adjusted, or readjusted by city council resolution, as may be required, and a current copy of such drainage charges shall be kept available at the office of the city secretary.

SECTION 5. THAT Section 22.07.007 of the Code of Ordinances, City of Lubbock, Texas is hereby amended to read as follows:

Sec. 22.07.007 Disputes; Appeals

(1) All disputes in connection with this Article shall be brought initially, and within six (6) months from the date it is claimed that said dispute arose, to the city engineer or his designee for resolution, which decision shall be rendered within thirty (30) days after having received written notice of the dispute from the landowner. Matters which may be disputed and appealed include, but are not limited to, the following:

(a) ordinary billing and payment disputes;

(b) assessment of a stormwater utility fee to exempt property, or property outside the City's jurisdictional area;

(c) incorrect determination of a certain property's contribution of stormwater into the stormwater system;

(d) duplicate assessment of a stormwater utility fee on utility accounts.

(2) Any appeal of the city engineer's decision shall be brought within fifteen (15) days of the date of the city engineer's decision to the Water Board of Appeals for an

informal hearing and dispute resolution procedure used in other utility disputes by the City of Lubbock. The Water Board of Appeals shall render a written decision on such appeal within thirty (30) days after having received a written notice of appeal from the landowner. A decision of the Water Board of Appeals shall be final.

SECTION 6. THAT the formula and schedule of municipal drainage charges as set forth in Exhibit "I" to Ordinance No. 2011-O0080 is repealed in its entirety.

SECTION 7. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 8. 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 9. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

SECTION 10. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

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

L. Wood Franklin, P.E., City Engineer

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

APPROVED AS TO FORM:

Mitchell Satterwhite, First Assistant City Attorney

Ord. Stormwater Ord Amendment
8.25.14

Special City Council Meeting **3. 8.**

Meeting Date: 09/04/2014

Information

Agenda Item

Resolution - Transit: Consider a resolution authorizing the Mayor to execute agreement 12011 with Texas Tech University for campus bus service.

Item Summary

The contract with Texas Tech University for transit services is for a one-year period beginning September 1, 2014 and ending on August 31, 2015, with two, one-year options. Option year 2 will have a 4% rate increase and begins on September 1, 2015 and ends on August 31, 2016. Option year 3 will not have a rate increase and begins on September 1, 2016 and ends on August 31, 2017. The 2014 – 2015 contract cost will be $51 per hour, which includes a fuel cost adjustment above or below $3.10 per gallon. This is a 2% increase from the 2013 – 2014 contract. The estimated number of service hours for the 2014-2015 contract is 69,323; which is an increase of 125.87 hours from the 2013-2014 contract. The price per hour covers full cost recovery for the City of Lubbock.

The City of Lubbock/Citibus has had a contract with Texas Tech University since 1968, with the fuel cost adjustment being added to the contract in 1981. In accordance with the Texas Tech University contract, Citibus does not collect fares from its passengers.

Texas Tech University Board of Regents will consider approval of the contract at their August meeting. Texas Tech University Board of Regents requests that the City Council execute the contract first.

Fiscal Impact

Citibus anticipates receiving $3,535,473, plus or minus any fuel cost adjustment from Texas Tech University in FY 2015. The approval of this contract will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - TTU

Agreement - TTU

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 for campus bus service, by and between the City of Lubbock and Texas Tech University, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Assistant City Attorney

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.Contract-TTU campus bus service
8.11.14

AGREEMENT

This Agreement, effective as of September 1, 2014, (the "Effective Date"), between TEXAS TECH UNIVERSITY at Lubbock, Texas (hereinafter referred to as the "University"), and the CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the parties hereto are aware of the traffic and parking challenges on the campus of the University as it relates to the expanding campus, enrollment growth, and the increasing number of commuting students, staff, and faculty of the University; and

WHEREAS, the above named parties are desirous of relieving some of the traffic congestion and expediting transit between areas in and immediately adjacent to said the University campus; and

WHEREAS, the Agreement embodies the intention and resolution of the above named parties:

NOW, THEREFORE WITNESSETH THIS AGREEMENT:

I.
Term

It is agreed and understood by the parties hereto that a University bus service utilizing up to thirty-six (36) buses shall be provided by the City for a one year agreement (2% rate increase), with two one year options beginning September 1, 2014, and terminating on August 31, 2015; Option year 2 (4% rate increase) - September 1, 2015, and terminating on August 31, 2016; Option year 3 (0% rate increase) - August 31, 2016, and terminating on September 1, 2017 provided; however, that either the City or the University may terminate said bus service upon thirty (30) days' written notice delivered to the other party by registered mail.

The City executed a management contract with McDonald Transit Associates, Inc. ("Company") dated August 28, 2008, in which the City is obligated to provide capital assets reasonably required for the operation of the public transportation system of the City, and McDonald Transit Associates, Inc. agreed to provide management and advisory services for the system and to maintain the Company to employ the individuals necessary to operate the system. The Company is the agent of the City and University acknowledges, recognizes and hereby consents to the City's use of the Company to provide the services required by this Agreement.

II.
Bus Operations

With respect to bus operations, the City and University agree that the following conditions shall apply:

A. The City shall furnish buses having a seating capacity (manufacturer's rating) of not less than 33 with driver-operated front and side doors; with the exception of the Tech Terrace

route seating capacity of not less than 21. The City shall provide the necessary personnel to service the route or routes designated by the University during the period specified in the preceding Paragraph I of this Agreement. The number of buses and the operating periods shall be subject to continuous review, and the University shall advise the City with regard to its needs and with respect to any changes in the number of buses and/or operating periods; subject to equipment availability, said changes shall be instituted by the City within five (5) days after receipt of written notice from the University. Initial service, commencing on September 1, 2014, shall be on a schedule provided by the University prior to that date.

B. In the event that it develops during any portion of the period first specified in Paragraph I hereinabove, that a change in or extension of route, removal of a route, or addition of a new route is necessary or desirable, the City shall make such changes or extensions of a route or routes, shall remove a route, or shall add a new route upon the University's request. The changes to be made by the City, therefore, shall be upon the basis, and shall be subject to the conditions and limitations, as are set forth in Subparagraph E of this Paragraph hereinbelow. Also, in the event it develops during said period that an additional bus or buses are required in order to meet the demand for said bus service during any operating period or periods, the City, if it is able to provide same, at the University's written request, shall provide such additional bus or buses for said service during said operating period or periods upon the same basis, as is set forth hereinabove. The University shall have the right to terminate any such changes, extensions, or new routes upon five (5) days' written notice to the City.

C. Buses shall stop to receive or discharge the passengers using bus service at such points as shall be agreed upon from time to time during said periods, between the City and the University, and the University shall identify the points at which stops will be made by said buses. The City shall provide acceptable markers.

D. The City shall exercise due diligence to adhere to the time schedules hereinabove referred to, but minor deviations therefrom due to variations in traffic, weather, or load conditions shall not be deemed to be a default hereunder.

E. The University has exclusive rights to on-campus busing. Only routes designed and paid for by the University shall be permitted on the campus. Routes paid for by independent companies or housing facilities shall be permitted to unload passengers at a location to be determined by the University. They shall not be permitted on campus. Service orders placed by companies or individuals shall be permitted on campus for touring purposes only.

F. The City shall not collect fares from its passengers, but shall charge the University for providing said **on-campus** bus service as follows:

During the period from September 1, 2014, and August 31, 2015:
City proposes to provide an estimated 36,401.51 hours of service at a base rate of $51.00 per hour, for a total for $1,856,477.01. Hours are calculated based on the published 2014-15 school calendar.

Such charges shall be adjusted each month to reflect any change above or below the monthly average of the actual price paid per gallon of fuel in that month by the City on a base figure of $3.10 per gallon. The adjustments shall be based on fuel consumption of 2.5 gallons per hour of operations per vehicle and shall be accomplished according to the following formula:

Adjusted Hourly Rate per Vehicle = Base Rate + (2.5 x Fuel Cost Above $3.10 per Gallon)

OR

Adjusted Hourly Rate per Vehicle = Base Rate - (2.5 x Fuel Cost Below $3.10 per Gallon)

G. The City shall not collect fares from its passengers, but shall charge University for providing said **off-campus** bus service as follows:

During the period from September 1, 2014, and August 31, 2015:
City proposes to provide an estimated 32,921.49 hours of service at a base rate of $51.00 per hour, for a total for $1,678,995.99. Hours are calculated based on the published 2014-15 school calendar.

Such charges shall be adjusted each month to reflect any change above or below the monthly average of the actual price paid per gallon of fuel in that month by the City on a base figure of $3.10 per gallon. The adjustments shall be based on fuel consumption of 2.5 gallons per hour of operations per vehicle and shall be accomplished according to the following formula:

Adjusted Hourly Rate per Vehicle = Base Rate + (2.5 x Fuel Cost Above $3.10 per Gallon)

OR

Adjusted Hourly Rate per Vehicle = Base Rate - (2.5 x Fuel Cost Below $3.10 per Gallon)

The City shall submit a monthly invoice showing the amount due for service provided. Contemporaneously therewith, the City shall present the University with a billing by the 15th of each month for the prior months hours of service provided. Such bill is to be paid by the University no later than 30 days after receipt of the invoice, in accordance with State law. The City shall provide an income and expense statement at the end of the contract period.

$3,535,473.00	+	$0.00	=	$3,535,473.00
Service Cost		Estimated Fuel Cost Adjustment		Estimated Total Cost

It is understood between both parties that the discount base rate of $51.00 shall apply conditional upon a total contract hours usage of 60,000 hours or greater. In the event the total hours are less

than 60,000 the contract base rate of $52.25 shall apply. The $52.25 base rate will be retroactive from the start date of the contract.

H. The City shall allow Texas Tech University students to ride any fixed route at no charge when they show a current Texas Tech Student Identification Card.

I. In a campus emergency situation, the Managing Director of University Parking Services is the Emergency Transportation Officer. During an emergency situation, the transportation of people may have to be facilitated or restricted from areas at risk and in support of response and recovery activities. The Emergency Transportation Officer, working as part of the Emergency Operations Center, has responsibility for arranging for or providing the transportation needed to support emergency operations.

   It is assumed the City will continue to provide service pursuant to this agreement during emergency situations. Campus transit system buses may be diverted from their normal routes and scheduled as needed to support University emergency operations.

II.
Service Orders

The Federal Transit Administration has issued charter regulations, Federal Register 49 CFR Part 604, effective April 30, 2008. (The rules are set up to protect private charter companies from unfair competition from public transportation systems that receive Federal funds. The Federal Transit Administration has created a website (www.ft.dot.gov/charterregistration) where private charter operators can register for all geographic regions in which they are interested in providing service).

Due to the regulations, when a public transportation system receives a request for a charter it cannot simply agree to provide the service. The public transportation system shall get the details of the service that is being requested and shall e-mail the information to all private charter companies listed in its geographic area. If any of the private charter companies indicate to us that they are interested in providing the service, the public transportation system shall not be able to provide the service for any reason. The private charter companies that have expressed interest in the service shall contact the potential customer to work out the details of the service requested. In order for this process to take place, public transportation systems must have at least four days' notice on charter requests.

In the event that the City is able to provide charter service to the University, the City shall furnish service orders, if equipment is available, for the transportation within fifty (50) miles of the City limits of such special groups as may be designated by the University. The City shall charge the University for providing said service orders the sum of $130.00 for the first hour of service, $130.00 for the second hour of service, and $100.00 for the third hour of service for each bus used in said service. Any service orders exceeding three hours shall be billed $60.00 per hour after the first three hours. The above mentioned rates are the same rates that are charged to the general public. There shall be a one hour minimum required on all service orders. Rates will not be pro-rated until the fourth hour of service. Billing periods and reports of operation shall be submitted in accordance with the provisions of Subparagraph F of Paragraph II hereinabove.

IV.
Publicity

The University shall undertake and conduct a program designed to publicize the existence of said bus service and to acquaint its staff members and students with the availability of the same during the period in which it is provided in accordance with and under the Agreement. The City shall provide appropriate timetables for the convenience of students. The City shall also provide $4,500 towards the production of pocket-sized campus maps. The City shall also place an advertisement in *The Word Publications* at the beginning of the Fall Semester. The City shall obtain the Student Government Association's approval of any advertisements before placing them in the buses used on campus.

The City shall provide lease space for six (6) vinyl wrap bus advertisements to the University at no charge for a period of one year. At the end of the first year, the University has the option to replace all six (6), or any number up to six, of the vinyl wraps. The University will be charged a reduced lease rate of $500 per month for any vinyl that remains on the bus past the initial year. No vinyl will stay on the bus for longer than three years. The University will have a total of six (6) vinyl wrap buses available to them at any given time. The University has the option to purchase additional vinyl wraps, over the agreed upon six, at the publicly advertised lease rate. Vinyl is warranted for two years, window vinyl is warranted for one year. After one year, and every year after, the City shall determine the condition of the vinyl for renewal option. Any vinyl replacement would be at the University's cost.

The vinyl wraps shall be designed by the University with final approval by the City. The City shall be responsible for having the vinyl produced and installed. The University shall be responsible for the production and installation cost of the vinyl.

The City shall provide space for in-bus signage for student organizations that are advertising a non-revenue generating event at no fee to the University. The organization is responsible for the artwork and production of the signage. All artwork must be approved by the Student Government Association and the City. This will be limited to two (2) advertisements per bus per year. In order to place two (2) advertisements per bus the organization will need to provide eighty (80) posters to the City. The City does not allow political or sexually-explicit advertisements.

The University administration will be provided with space for twelve (12) posters per bus per year to use at their discretion. Signage must be laminated to 11" x 17" in a horizontal format. The University retains the right to retain any revenue obtained from the use of these signs. The City does not allow political or sexually-explicit advertisements.

The University has the right to research further in bus advertising options. Such options will not be implemented unless agreed upon by both the City and the University.

V.
Service Provided

The City shall provide and use at all times, buses that are in good and safe mechanical condition, and are also in reasonably clean condition, and shall also provide competent and duly licensed drivers by whom said buses shall be driven, and the City shall assume full and complete responsibility for the condition of said buses and the qualifications and competence of its drivers at all times, and the University assumes no obligations whatsoever for either of the same.

VI.
Independent Contractor Relationship

In providing and furnishing said bus service during the term hereof, the City shall act solely in the capacity of and as an independent contractor, and not as an agent or employee of the University, and the University shall have no control over the City's operations in connection with providing said service except as hereinabove provided and the University shall have no control or supervision whatsoever over the drivers of the buses used in said service who shall be employed by the City or the agent of the City. Said drivers shall not constitute agents or employees of the University, and shall be subject solely to the City's or the City's agents supervision and control.

VII.
Insurance and Risk

A. As set forth in Paragraph I, it is recognized by the parties hereto that the City has entered into an Agreement with its agent, McDonald Transit Associates, Inc. ("Company") for the purpose of the Company providing transportation services in and around the City of Lubbock, Texas, including the University. That under said Agreement, the Company carries and keeps in force an insurance policy insuring both City and the Company against liability for personal injury or property damages arising out of the operation of said bus services and that the services provided herein are also conducted pursuant to the Agreement between the City of Lubbock and the Company. At all times during which the Company shall provide the bus services mentioned herein and upon the above and foregoing terms and conditions, the University shall be protected under the Company's insurance coverage against liability and personal injuries or personal damages arising out of the operation of said bus service to the extent of at least $300,000 for personal injury to any one person, $500,000 for each occurrence, and $300,000 for property damages sustained in any accident or occurrence arising out of the operation of said bus service and the University shall be furnished a certificate of the Company's insurer showing coverage to be at least in the sums just stated. Said insurance policy shall name and include "The Board of Regents of Texas Tech University" and "Texas Tech University" as named insured. Said policy or policies shall, upon request, be subject to the examination and approval of the University.

B. The Company, as named insured, assumes, to the extent of the insurance coverage maintained, the risk of service operation and the University shall not be liable for damage to any and all buses or other Company property used in the bus service operation regardless of the cause thereof. To the extent of the proceeds of such insurance, the University shall be reimbursed for any damage or injury to the University property arising out of or resulting from the said bus service operation except that no such reimbursement shall be made for (1)

damage to pavement by normal operation of buses, or (2) any damage or injury caused by acts or omissions over which the Company, its employees, or agents had no control.

VIII.
Maintenance

The City agrees to maintain and operate said bus service and the buses used in providing the same in a safe, efficient and lawful manner, and in so doing, shall comply with all applicable statutes, municipal ordinances, and traffic rules and regulations promulgated by the University.

IX.
Miscellaneous

A. It is further agreed that this Agreement is made solely for the benefit of the University and the City, and no one else, whether a staff member or student of the University, or otherwise, and that no action or defense may be founded upon this Agreement except by the parties signatory hereto.

B. In no event shall the City be deemed to be in default of any provision of this Agreement for failure to perform where such failure is due solely to strikes, walkouts, civil insurrections or disorders, acts of God, or for any other cause or causes wholly beyond the control of the City. In such eventuality, the University may, upon twelve (12) hours' notice to the City, request the temporary suspension of bus service until the resumption of normal class schedules, in which event the City shall not furnish buses or be paid for services until the resumption of services. The University shall, in such cases, notify the City twelve (12) hours in advance of the time service is to be resumed.

X.
Dispute Resolution

A. The dispute resolution process provided for in the Texas Government Code, Chapter 2260 shall be used by the University and the City in an attempt to resolve any unresolved claim for breach of contract arising under this Agreement and made by the City.

EXECUTED, as of the Effective Date hereof:

TEXAS TECH UNIVERSITY

Dr. Duane Nellis, President

Date: _____

Chief Fiscal Officer
Date: _____

REVIEWED FOR FORM
TEXAS TECHUNIVERSITY

General Counsel

Date: _____

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT

Bill Howerton, Jr., Citibus Liaison

APPROVED AS TO FORM

Amy Sims, Assistant City Attorney

Revised 6-28-13

Special City Council Meeting **3. 9.**

Meeting Date: 09/04/2014

Information

Agenda Item

Resolution - Transit: Consider a resolution ratifying the execution, by the City Manager, of an extension of an agreement with Texas Tech University authorized by Resolution No. 2013-R0233 for campus bus service.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

James Loomis, City Manager

Attachments

Resolution - Tech Extension

RESOLUTION

WHEREAS, the City of Lubbock, Texas (the "City") and Texas Tech University at Lubbock, Texas (the "University") entered into an Agreement effective September 1, 2013 for bus services (the "Agreement"); and

WHEREAS, the Agreement was for a term beginning on September 1, 1013 and ending on August 31, 2014 (the "Term");

WHEREAS, the City and the University required an extension of the Term to terminate on September 4, 2014;

WHEREAS, the City, by and through its City Manager, executed and delivered that certain Extension of Agreement Between the City and the University, attached hereto as Exhibit "A" (the "Extension"), extending the term of the Agreement; and

WHEREAS, the City Council of the City of Lubbock, Texas now desires to ratify the Amendment. 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 ratify adopt and confirm the Extension, in all of its terms and provisions, as fully and completely as if the City Council had originally executed and delivered same, and does hereby acknowledge the validity, effect, and enforceability of the Extension. Said Extension 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:

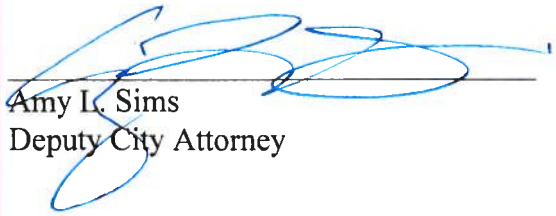
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Amy L. Sims
Deputy City Attorney

sj:Res-Agreement-Texas Tech Citibus Extension Ratification
8.28.14

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to $500	Using department	No quotes required	City Procurement Policy
$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $50,000	City Manager	Written proposals	GC §2254.003
More than $50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $50,000	City Manager	Rotation list	GC §2254.004
More than $50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to $50,000	City Manager	Negotiated	LGC §252.048
More than $50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than $50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than $50,000 and performance bonds for public works contracts more than $100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than $25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than $100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From 2008 Texas Municipal Procurement Laws Made Easy, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

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- 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.


City of
Lubbock
TEXAS